

Request for Bids

(One-Envelope Bidding Process)

Country: Pakistan

Name of Project: Dasu Hydropower Project

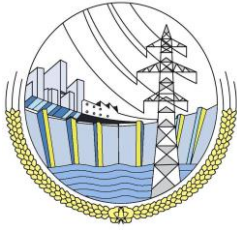
Contract Title: Rehabilitation and Improvement of Thooti to Khowar Road (5.3km)

Loan No. /Credit No./ Grant No.: Credit Number IDA-54980

RFB Reference No.: DASU-548192-CW-RFB

1. The Government of Islamic Republic of Pakistan has received a credit from International Development Association (IDA) towards the cost of the Dasu Hydropower Stage-I Project and intends to apply part of the proceeds toward payments under the contract for under Local Area Development Program for the Contract NCB No. PK-DASU-548192-CW-RFB: "Rehabilitation and Improvement of Thooti to Khowar Road (5.3 km), Kohistan Upper". "For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing."
2. The Pakistan Water and Power Development Authority (The Employer) now, invites sealed bids from eligible bidders having valid registration with Pakistan Engineering Council in C3 Category or above with specialization field of CE 01, registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for the for the NCB NO. **NCB NO. PK-DASU-548192-CW-RFB: Rehabilitation and Improvement of Thooti To Khowar Road (5.3km), Dasu Kohistan Upper**, which is to be completed in **450 days**.
3. Bidding will be conducted through national competitive procurement using a Request for Bids (RFB) as specified in the "World Bank Procurement Regulation for IPF Borrowers, Procurement in investment Project (Goods, Works, Non-consulting and Consulting Services), September 2023" and is open to all Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from the O/o GM/PD Dasu HPP, WAPDA, Dasu Upper Kohistan and inspect the bidding document during office hours (0900 to 1600 hours) at the address given below (Serial-9, i)
5. The bidding document in English may be purchased by interested eligible Bidders upon the submission of a written application to the address below (Serial-9, i) and upon payment of a non-refundable fee of Rs. 10,000/- The method of payment will be Cash Deposit/ Pay Order / Demand Draft in favor of General Manager / Project Director, Dasu Hydropower Project WAPDA. Bidding documents can also be downloaded from (www.dasuhpp.com) free of cost.
6. Sealed Bids must be delivered to the address below (Serial-9 ii) on or before **20 July, 2026** up to **1100 hours**. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidder's designated representatives and anyone who chooses to attend at the address below (Serial-9, ii) on **20 July, 2026** at **1130 hours**.
7. All Bids must be accompanied by a Bid Security of **PKR 9,500,000/-** in the form of Unconditional Bank Guarantee issued by a scheduled Bank in Pakistan or in the form of Call Deposit Receipt (CDR) in favor of General Manager/ Project Director, Dasu Hydropower Project WAPDA.
8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
9. The addresses referred to above are:
 - i. Office of the General Manager / Project Director, Dasu Hydropower Project WAPDA, Ground Floor, Chuchang Colony Dasu, District Kohistan. Tel: 0944-220009, E-mail: dasuhppsite@gmail.com
 - ii. Committee Room, Room #529, WAPDA House, Lahore

General Manager/Project Director
Dasu Hydropower Project WAPDA
Dasu District Kohistan (Upper)
Phone No. 0944-220009
Email address: dasuhppsite@gmail.com



PAKISTAN
WATER AND POWER DEVELOPMENT AUTHORITY

DASU HYDROPOWER PROJECT

LOCAL AREA DEVELOPMENT PROGRAM

BIDDING DOCUMENT

NCB NO: PK-DASU-548192-CW-RFB

**PROCUREMENT OF SMALL WORKS
REHABILITATION AND IMPROVEMENT OF THOOTI TO
KHOWAR ROAD (5.3 KM)**

Volume 1

Bidding Procedures

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

Conditions of Contract and Contract Forms

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

**GENERAL MANAGER/PROJECT DIRECTOR
DASU HYDROPOWER PROJECT
DASU, PAKISTAN
JULY, 2026**

Request for Bids

(One-Envelope Bidding Process)

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Name of Project: Dasu Hydropower Project

Contract Title: Rehabilitation and Improvement of Thooti to Khowar Road (5.3km)

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General Manager/Project Director
Dasu Hydropower Project WAPDA
Dasu District Kohistan (Upper)
Phone No. 0944-220009
Email address: dasuhppsite@gmail.com

BIDDING DOCUMENTS

(Based on WB SPD March, 2021)

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VOLUME 1

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SECTION-I
INSTRUCTIONS TO BIDDERS (ITB)

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified **in the BDS**, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (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, and fax, including if specified **in the BDS**, distributed or received through the 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 **“Business Day”**. A Business Day is any day that is an official 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.
 - (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 (ii) of the General Conditions of Contract; and
 - (h) **“Employer's personnel”** is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

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

- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Fraud and Corruption**
- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, 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 Project Manager for the Contract implementation;
- g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
- h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

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

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or

association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;
- (a) relates to fraud or corruption, and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

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

B. Contents of Bidding Document

- 6. Sections of Bidding Document** 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

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

PART 2 Works' Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Particular Conditions of Contract (PCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - 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** 7.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address

**Document, Site
Visit, Pre-Bid
Meeting**

specified **in the BDS** or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

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

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

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

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

7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3 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. 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 the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12;
 - (b) **Bill of Quantities or Activity Schedule**: completed in accordance with ITB 12 and ITB 14, as specified **in the BDS**;
 - (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) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
 - (g) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (h) **Conformity**: a technical proposal in accordance with ITB 16;
 - (i) 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. Letter of Bid and Schedules

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

13. Alternative Bids

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

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

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

13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified **in the BDS** and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Activity Schedule or Bill of Quantities shall conform to the requirements specified below.

14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. 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 specified **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 Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, Bids are 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.
- 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 prices¹ 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 reasonable², in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.

¹ In lump sum contracts, delete "rates and prices and the."

² For lump sum contracts, delete "unit rates and prices and shown in the Schedule of Adjustment Data are reasonable" and replace with "Lump Sum."

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- 17. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.3 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid Validity. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:
- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - (b) in the case of **adjustable** price contracts, no adjustment shall be made; or
 - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.
- 19. Bid Security**
- 19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

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

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security specified **in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

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

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 48.

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

19.7 The Bid Security may be forfeited

- (a) if a Bidder withdraws its Bid prior to the expiry date of the period of 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 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 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 each of 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.

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 enveloped marked "COPIES – ALTERNATIVE BID" all required copies of the alternative Bid.

21.2 The inner and outer envelopes shall:

- a) bear the name and address of the Bidder;
- b) be addressed to the Employer in accordance with ITB 22.1;
- c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
- d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

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

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

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- 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. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be

permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.

- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and the priced Schedules are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
 - (c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and
 - (d) any alternative Bids.
- 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.

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- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 29. Determination of Responsiveness**
- 29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.
- 29.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may

not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonmaterial Nonconformities

- 30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.

31. Correction of Arithmetical Errors

- 31.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) 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** of 33.1 Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders³ 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, Financial Parts
- 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** of 35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.
- 35.2 To evaluate a Bid, the Employer shall consider the following:
- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities⁴ for admeasurement contracts, but including Daywork⁵ items, where priced competitively;

³ An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

⁴ In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

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

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment for nonconformities in accordance with ITB 30.3; and
 - (f) the additional evaluation factors are specified in Section III, 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 III, 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 35.2 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 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 relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
- 38. Unbalanced or Front Loaded Bids** 38.1 If the Bid 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. Qualification of the Bidder**
- 39.1 The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 39.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.
- 39.4 An affirmative determination of qualification 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 substantially responsive Bid which offers 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 compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 41.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

- 42. Standstill Period** 42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 43. Notification of Intention to Award** 43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
 - (b) the Contract price of the successful Bid;
 - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
 - (e) the expiry date of the Standstill Period;
 - (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 the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

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

46. Debriefing by the Employer

46.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

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

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

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

- 47. Signing Contract** of 47.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
- 47.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.
- 48. Performance Security** 48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
- 48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, or 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 under the Contract, 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 Bid. 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 23.1 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.

SECTION-II
BID DATA SHEET (BDS)

SECTION-II BID DATA SHEET (BDS)

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Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The number of the Invitation for Bids is: PK-DASU-548192-CW-RFB The Employer is: Pakistan Water & Power Development Authority represented by General Manager/Project Director, Dasu Hydropower Project WAPDA Chuchang Colony, Dasu, District Kohistan Upper, Khyber Pakhtunkhwa, Pakistan or any other representative authorized by the Employer to represent the Employer from time to time.</p> <p>The reference number of the Request for Bids (RFB) is: PK-DASU-548192-CW-RFB</p> <p>The name of the RFB is: Rehabilitation and Improvement of Thooti to Khowar Road.</p> <p>The number and identification of lots (contracts) comprising this RFB is:one</p>
ITB 1.2(a)	Electronic Procurement System shall not be Applicable
ITB 2.1	<p>The Borrower is: Government of Islamic Republic of Pakistan Loan or Financing Agreement amount: 588.4 M US\$ The name of the Project is: Dasu Hydropower Project</p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: 2
ITB 4.5	A list of debarred firms and individuals is available on the Bank’s external website: http://www.worldbank.org/debarr , http://www.ppra.org.pk/blacklist.asp
B. Contents of Bidding Document	
ITB 6.1	<p>Text of the ITB 6.1 is deleted and in its place, following is inserted:</p> <p>“The Bidding Document consists of Volumes 1 & 2 which includes all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>Volume 1</p> <ul style="list-style-type: none"> ❖ Bidding Procedures (Section I to VI) <ul style="list-style-type: none"> Section I - Instructions to Bidders (ITB) Section II - Bid Data Sheet (BDS) Section III - Evaluation and Qualification Criteria Section IV - Bidding Forms (BF) Section V - Eligible Countries Section VI - Fraud and Corruption ❖ Section VII - Works Requirements (Detailed in volume 2) ❖ Conditions of Contracts & Contract Forms (Section VIII to X)

**Dasu Hydropower Project – Bidding Documents - LADP
Rehabilitation and Improvement of Thooti to Khowar Road
Section-II, Bid Data Sheet**

	<p>Section VIII - General Conditions (GCC) Section IX - Particular Conditions (PCC) Section X - Contract Forms (CF)</p> <p>Volume 2</p> <p>❖ Works Requirements (Section VII)</p> <ol style="list-style-type: none"> a. General Specifications b. Technical Specifications c. Drawings
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Employer’s address is:</p> <p>Attention: General Manager / Project Director, Dasu Hydropower Project, Water and Power Development Authority (WAPDA)</p> <p>Address: Office of General Manager/Project Director, Dasu Hydropower Project WAPDA Colony Chuchang, Dasu, District Kohistan Upper, Khyber Pakhtunkhwa.</p> <p>Country: Islamic Republic of Pakistan</p> <p>Telephone: +92 944 220009</p> <p>Facsimile No: Not Available</p> <p>Electronic mail address: dasuhpp@yahoo.com dasuhppsite@gmail.com</p>
ITB 7.1	<p>Requests for clarification should be received by the Employer no later than: 07 days before deadline for Bid Submission date</p>
ITB 7.1	<p>Web page: Not Applicable</p>
ITB 7.4	<p>A Pre-Bid meeting will take place at the following date, time and place:</p> <p>Date: July 2, 2026</p> <p>Time: 11:30 Hours</p> <p>Place: Office of General Manager/ Project Director Dasu Hydropower Project WAPDA Chuchang Colony, Dasu, District Kohistan Upper, Khyber Pakhtunkhwa.</p> <p>A site visit to be conducted by the interested bidders shall be organized on the same day subsequent to Pre-Bid Meeting.</p>
ITB 8.1	<p>The following para is added at the end of ITB 8.1:</p> <p>“Bidders who opt to download the Bidding Documents from the Employer’s website (www.dasuhpp.com) shall note that addenda (if any) will be uploaded on the same website. It is therefore recommended that bidders frequently check the Employer’s website before submitting the bids. Furthermore, Bidders who opt to download the Bidding Documents from the Employer’s website (www.dasuhpp.com) shall also communicate their E-mail address on following official E-mail addresses of the Employer so that addenda (if any) can be communicated to them via E-mail as well”</p> <p>Electronic mail address: dasuhpp@yahoo.com</p>

	dasuhppsite@gmail.com
C. Preparation of Bids	
ITB 10.1	<p>The language of the bid is: English</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITB 11.1 (b)	The following schedules shall be submitted with the Bid: Priced Bill of Quantities.
ITB 11.1 (i)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p><u>Valid PEC Registration:</u> The Firm(s) and/or JV partner’s valid registration with Pakistan Engineering Council in C-3 Category or above with specialization field of CE 01.</p> <p><u>Valid Registration with FBR:</u> The firm(s) and/or JV partner’s valid registration with Federal Board of Revenue for Income Tax and Provincial Sales Tax and shall be on the active taxpayer’s list.</p> <p><u>Provincial Sales Tax:</u></p> <p>Subject to the relevant provisions of the Provincial Sales Tax Act on Services, all payments (gross) as payable to the Contractor/Sub-contractors in relation to Works/Services will be subject to withholding sales tax at the prevalent rates at the time of payment.</p> <p><u>Certificates of Completion and Performance:</u> The Bidder, with regard to information provided in Form EXP-4.2(a), (b) & (c) shall submit documentary evidence such as Taking Over Certificate (TOC) or Defects Liability Certificate (DLC) or Employer’s letter of satisfactory performance.</p> <p><u>Code of Conduct (ES)</u> The Bidder shall submit its Code of Conduct (separately from C-ESMP) that will apply to its employees and subcontractors, to ensure compliance with its Environmental and Social (ES) obligations under the contract.</p> <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (C-ESMP), in accordance with the General Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described here.</p> <p><u>Contractor’s Environmental and Social Management Plan (C-ESMP)</u> C-ESMP shall be accompanied with:</p> <ul style="list-style-type: none"> • Health and Safety Management Plan (HSMP) • Traffic Management Plan (TMP) • And all other relevant Management Plans required to manage the Environmental and Social (ES) risks

**Dasu Hydropower Project – Bidding Documents - LADP
Rehabilitation and Improvement of Thooti to Khowar Road
Section-II, Bid Data Sheet**

	<p><u>Electronic Copies</u> Two (02) electronic copies containing the entire bid document in PDF format along with Excel files of price bid (refer to ITB 14.8).</p>
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: <u>Not Applicable</u> .
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.7	<p>Taxes are explained as given below:</p> <p>(a) Local Direct Taxes: It is implied that the bidder has taken all the risks into account while submitting the proposed price. The client shall not be responsible for any present or future direct taxes (Income tax/Corporate Tax, WHT, Turnover Tax, Super Tax etc.) payable by the bidder his/her experts and other employees.</p> <p>(b) Local Indirect Taxes: All local indirect taxes i-e sales taxes, custom duty, VAT, levies, other charges or similar taxes levied on the Contractor's invoice shall be borne and reimbursed by the Employer (WAPDA) subject to withholding law, on the basis of actual amount of indirect taxes paid by the contractor at the prevailing tax rates supported by the documentary evidence of such payment of indirect taxes by the Contractor. These indirect taxes shall be mentioned as a separate line item on the Contractor's invoice.</p>
Add new Clauses ITB 14.8 to 14.9	<p>14.8 Bidders shall be provided with a computer compact disk (CD) containing a copy of the Bills of Quantities in a spreadsheet version (Microsoft Excel files). Bidder shall enter the rates, prices and totals in the CD and submit two (02) copies of the CD with his bid.</p> <p>14.9 The Bidder shall not modify the text or change any of the quantities in the CD. The Bidder shall ensure that the rates, prices and totals on the CD correspond exactly with the original Bill of Quantities or no modification or change has been made on the text and quantities in case the print out of the CD is submitted. In the event of any difference or discrepancy between hard copy and CD, the original of Bill of Quantities as issued with the bid shall prevail.</p>
ITB 15.1	The prices shall be quoted by the Bidder, entirely in Pak Rupees (PKR) . Currency of payments is also in Pak Rupees (PKR) .
ITB 18.1	The bid validity period shall be One Hundred Twenty (120) days .
ITB 18.3 (a)	The bid price shall be adjusted by the following factor(s): Not Applicable
ITB 19.1	A Bid Security in an amount not less than Rs. 9,500,000/- in the form of Unconditional Bank Guarantee / Call Deposit Receipt (CDR) / Pay Orders / Bank Draft issued by a scheduled Bank in Pakistan. In case of Foreign Bank,

	<p>the guarantee should be counter-guaranteed by a scheduled bank in Pakistan.</p> <p>Guarantees from other financial institutions such as insurance, bonding or security companies shall not be permitted.</p> <p>The Unconditional Bank Guarantee / Call Deposit Receipt (CDR) / Pay Orders / Bank Draft shall be valid for twenty-eight (28) days beyond the expiry of bid validity period. This shall also apply if the period of Bid Validity is extended.</p> <p>A Bid Securing Declaration shall not be permitted.</p>
ITB 19.3 (d)	Not Applicable
ITB 19.9	This sub-clause is not applicable.
ITB 20.1	In addition to the original of the Bid, the number of copies is: Three (3)
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power(s) of Attorney given by Bidder / J.V.
D. Submission and Opening of Bids	
ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Employer’s address is:</p> <p>Address: Committee Room, Room #529,WAPDA House Lahore Country: Islamic Republic of Pakistan Telephone: 042 - 99202211 Electronic mail address: Not Applicable</p> <p>The deadline for bid submission is:</p> <p>Date: July 20, 2026 Time: 11:00 AM Bidders shall not have the option of submitting their bids electronically.</p>
ITB 25.1	<p>The Bid opening shall take place at:</p> <p>Address: Committee Room, Room #529,WAPDA House Lahore Country: Islamic Republic of Pakistan Date: July 20, 2026 Time: 11:30 AM Electronic Procurement System shall not be Applicable</p>
ITB 25.6	<p>The Bid Documents shall be initialed by representatives of the Employer attending Bid opening. The following documents of the Bid shall be initialed of the Bid Opening Committee:</p> <ul style="list-style-type: none"> • Letter of Bid with Appendices • Summary page of Bill of Quantities • Substitution and Modification letter referring to changes in bid price (if any).

E. Evaluation and Comparison of Bids	
ITB 32.1	Not Applicable
ITB 33.1	A margin of preference for domestic bidders 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	<p>a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: 20 % of the total contract amount.</p> <p>b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience.</p>
F. Award of Contract	
ITB 47.1	The successful Bidder shall submit the Beneficial Ownership Disclosure Form.
ITB 48.1 and 48.2	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security.
ITB 49	The Adjudicator proposed by the Employer including the hourly rate for their services shall be agreed between the parties to the Contract, within 28 days after signing of the Contract Agreement.
ITB 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p style="padding-left: 40px;">Standing Grievance Redressal Committee Chief Engineer (Civil), CCC – Convener Email: officeofgmccc@yahoo.com</p> <p>Title/position: Chief Engineer Contracts, Dasu HPP, Dasu, Kohistan Employer: Pakistan Water & Power Development Authority (WAPDA) Email address: dhppcms@gmail.com Facsimile No: Not Available</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Employer’s decision to award the contract.

SECTION-III
EVALUATION QUALIFICATION CRITERIA
(EQC)

Section III - Evaluation and Qualification Criteria

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

Table of Criteria

1. Evaluation	EQC-1
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2.5 Personnel	EQC-8
2.6 Equipment.....	EQC-9

1. Evaluation

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

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 VII, Works' Requirements.

1.2 Multiple Contracts

This Sub-Clause is not used.

1.3 Alternative Completion Times

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

Alternative Completion Time is not permitted.

1.4 Sustainable procurement

[If specific **sustainable procurement technical requirements** have been specified in Section VII- Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Bid prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]

This Sub-Clause is not used.

1.5 Alternative Technical Solutions for specified parts of Works

The acceptability of alternative technical solutions of parts of the Works, if permitted under ITB 13.4, will be determined as follows:

Alternative Technical Solutions for specified parts of Works are not permitted.

1.6 Specialized Subcontractors

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.

There are no specialized works considered by the Employer.

2. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	State-owned enterprise or institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

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. 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 2021.	Must meet requirement ^{1 & 2}	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid /Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

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

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

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	
		against the Bidder ³ since 1st January 2021.					
2.5	Declaration: Environmental and Social (ES) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of any environmental or social (including Sexual Exploitation and Abuse (SEA) contractual obligations in the past five years ⁴ .	Must make the declaration.	N/A	Each must make the declaration.	N/A	Form CON-3 ES Performance Declaration
2.6	Bank's SEA and/or SH Disqualification	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by	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.

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	
		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.			the Bidder)		
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as PKR 90 million for the subject contract(s) net of the Bidder's other commitments.	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five (5) 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	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of PKR 410 million calculated as total certified payments received for contracts in progress and/or completed within the last five (5) years, divided by five 5 years	Must meet requirement	Must meet requirement	Must meet twenty five percent (25%), of the requirement	Must meet sixty percent (60%), of the requirement	Form FIN – 3.2
4. Experience							
4.1 (a)	General Construction	Experience under construction contracts in the	Must meet	N/A	Must meet	N/A	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
	Experience	role of prime contractor, JV member, subcontractor, or management contractor for at least the last ten (10) years, starting 1st January 2016.	requirement		requirement		
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of similar contract(s) ⁵ specified below that have been satisfactorily and substantially ⁶ completed as a prime contractor, joint venture member ⁷ , management contractor or sub-contractor ⁷ between 1st January 2021 and bid submission deadline: One (01) Contract of minimum value of PKR 270 million or Two (02) Contracts of minimum value of PKR 140 million including construction of Roads, Hydraulic structures.	Must meet requirement	Must meet requirement ⁸	N/A	N/A	Form EXP 4.2(a)
4.2 (b)	Key Activities	For the above and any other	Must meet	Must meet	N/A	N/A	Form EXP – 4.2

⁵ The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

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

⁷ 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.

⁸ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January 2021 and Application submission deadline, a minimum construction experience in the following key activity successfully completed ⁹ : i) Concrete Work Production Rate = 750 Cu.m / month. ii) Rigid pavement Production Rate = 530 Cu.m / month. iii) Retaining/Breast Wall Production Rate = 510 Cu.m / month. (The bidder shall provide certificates of completion satisfactory performance of the contracts/works executed by the bidder during last 10	requirements	requirements			(b)

⁹ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		years starting from Jan 2016 to bid submission date). Monthly Quantities shall be substantiated with documentary evidence.					
4.2(c)	Environment and Social	For contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2021 and Application submission deadline, experience in managing ES risks and impacts. Physical, Ecological & Aerial Impacts specifically in hilly terrain during the construction of Roads and Hydraulic Structures etc.	Must meet requirements	Must meet requirements	Not Applicable	Must meet the following requirements: E & S Risk impact managing requirement during specified period.	Form EXP – 4.2 (c)

3. Key Personnel

The Bidder must demonstrate that it will have a suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the table below, that are required to perform the Contract.

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate, 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 (reference the Particular Conditions of Contract 9.1).

Key Personnel

No.	Position/specialization	Quantity	Relevant academic qualifications	Minimum years of relevant work experience
		No.		
1	Project Manager	01	BSc (Civil Engineering)	Minimum 15 years
2	Contract/Planning Engineer	01	BSc (Civil Engineering)	Minimum 5 years
3	Site Engineer	01	BSc (Civil Engineering)	Minimum 1 year
4	QA/QC Staff	01	DAE (Civil)	Minimum 5 years
5	Surveyor/Inspector	02	DAE (Civil)	Minimum 5 years
Suitable experts in the following specializations				
6	Environmental and Social (ES) Officer	01	Bachelor degree in Environmental Sciences/Engineering (This officer shall also have a certificate issued by IOSH (Institution of Occupational Safety and Health) most preferably NEBOSH (National Examination Board in Occupational Safety and Health))	Minimum 3 years' experience in monitoring and managing environment and social risks in construction works

4. Equipment

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

Sr. No.	Equipment Type and Characteristics	Minimum Number required
1	Bull Dozer (160 H.P)	02
2	Tractor/Trolley (50 H.P)	02
3	Grader (140-165 H.P)	01
4	Combination Roller/ Sheep foot or Pneumatic Roller (8-12T)	01
5	Water Tanker (Bowzer type)	02
6	Heavy Duty Tractor with Blade	02
7	Static Roller (10-12 Ton)	01
8	Concrete Paving Machine (4 M wide) Front End Loader (2-3 CM)	01
9	Concrete Transit mixer (6 CM)	03

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

SECTION-IV
BIDDING FORMS (BF)

Section IV - Bidding Forms

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Letter of Bid

Date of this Bid submission: _____
RFB No.: DASU-LADP-RTR

To: Water and Power Development Authority through General Manager/ Project Director Dasu Hydropower Project

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7;

Not Applicable

- (d) **Conformity:** We offer to execute in conformity with the bidding document the following Works:

- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:
in case of only one lot: Total price of the Bid is: _____

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

(i) The discounts offered are: _____

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:

_____;

- (g) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 of days from the date fixed for the Bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security and an Environmental and Social (ES) Performance Security, in accordance with the bidding document;
- (i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank

Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (k) **State-owned enterprise or institution:** We are not a state-owned enterprise or institution / We are a state-owned enterprise or institution but meet the requirements of ITB 4.6;
- (l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

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

- (m) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- (p) **Adjudicator:** We accept the appointment of the person proposed in Bid Data Sheet as the Adjudicator.

Name of the Bidder: * _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** _____

Title of the person signing the Bid: _____

Signature of the person named above: _____

Date signed _____ day of _____, _____

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

BILL OF QUANTITIES (BOQs)

Bill of Quantities

A-Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, General and Technical Specifications, and Drawings. The expression of each item of work in this Bill of Quantities shall be deemed only as an abstract of the work, which consists of many kinds of acts as detailed in the relevant Sections and Clauses of these Bid documents.
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 except where otherwise specifically described in the Specifications or instructions or shown on the Drawings as pay line, as measured by the Contractor and verified by the Project Manager 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 Project Manager 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 Construction 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.
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 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.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and not designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager.
8. The method of measurement of completed work for payment shall be in accordance with the Specifications.
9. 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.

10. Any work which is not executed, in the Project Manager's judgement, in accordance with provisions of the Contract, is not subject to measurement or payment unless such work is reinstated by the Contractor according to the Project Manager's instructions. Any additional labour, construction equipment or materials required to make good defective work or used in repair or maintenance shall be at the expense of the Contractor and shall not be taken into account when determining the sum to be paid for each item.
11. The following abbreviations have been used in the Bill of Quantities:

m	meter
m ²	square meter
m ³	cubic meter
Kg	kilogramme
ton	tonne (metric)
nos	number
hr	hour
LS	Lump sum
PS	Provisional sum

B. Daywork

General

1. Reference should be made to Clause 55 of the Conditions of Contract. Work shall not be executed on a daywork basis except by written order of the Project Manager. Bidders shall enter basic rates for daywork items in the Bill of Quantities, which rates shall apply to any quantity of daywork ordered by the Project Manager. Nominal quantities have been indicated against each item of day\work, and the extended total for daywork shall be carried forward as a Provisional sum to the Summary and Grand Summary in the Bill of Quantities. The amounts thus calculated will be used by the Project Manager for the purpose of evaluating Bids. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Project Manager and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basis rates entered by him in the Bill of Daywork Rates: Labour. The rates for labour shall be deemed to cover all costs to the Contractor including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistani law, as well as Contractor's profit, overheads, superintendence, liabilities and insurance and allowance to labour, timekeeping and clerical and office work, the use of

consumable stores water, lighting and power, the use and repair of staging, scaffolding workshops and stores portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

Daywork Materials

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the rates entered by him in the Bill of Daywork Rates: Materials and shall be deemed to include overhead charges and profit as follows:
 - (a) The rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store stockpiling at the Site.
 - (b) The cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

Daywork Contractor's Equipment

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by him in the Bill of Daywork Rates: Equipment. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour.
6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Project Manager, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Project Manager to be employed on daywork and the time for return journey thereto shall be included for payment.

Grand Summary

Item No.	Description	Amount in Words	Amount in Figures
		(PKR)	(PKR)
1	Bill A) General Items		
2	Bill B) Road Works		
3	Bill C): Daywork Summary		
Total of Bills (1+2+3)			
Bid Price (Carried forward to Letter of Bid)			
Bid Price without Specified Provisional Sum			

Bill A: General Items

Item No.	Description	Unit	Qty	Unit Rate (Rs)	Amount in Figure (Rs)	Amount in Words (Rs)	Pay Item No
1	Environmental Testing During Construction Phase from EPA certified laboratory						General Specs 5.12
1-a	Air Quality (CO,CO2, NOx, SOx, ,PM2.5, PM10, SPM) for 24 hours	No's	5				General Specs 5.12
1-b	Noise Level and Dust Emission (PM2.5, PM10, SPM)	P.S			200,000		General Specs 5.12
2	Environment Social Health & Safety (ESHS) Officer	P.S	1		1,005,000		General Specs 8.3
3	Personal Protective Equipment (PPE) for 50 employees for the provision of dust masks, safety shoes, helmet, jackets, safety goggles, gloves, first aid box, ear plugs	P.S			1,500,000		General Specs 5.16
4	Insurance for loss or damage to the Works, Equipment, property and personal injury or death under Sub-Clause 13.1(a)(b)(c)(d) of G.C.	P.S			7,000,000		General Specs 13,14,15
5	Geotechnical Investigations	P.S			2,000,000		General Specs 18
6	Local Indirect Taxes	P.S			7,000,000		General Specs 17
7	Adjudicator	P.S			5,000,000		General Specs 19
Total For Specified Provisional Sum (1-b,2,3,4,5,6,7)					23,705,000		
Total Cost Bill-A General Item and Specified Provisional Sum							

BILL-B Road Works Summary

Bill No.	Description	Amount in Words (PKR)	Amount in Figures (PKR)
	Bill B) Road Works		
B-1	Earth Work and Allied Activities		
B-2	Surface Course & Pavement		
B-3	Structures (Retaining/Breast Walls)		
B-4	Drainage And Erosion Works		
B-5	Causeways (16 No's)		

BILL NO. B-1: EARTH WORK AND ALLIED ACTIVITIES

Sr No.	Description	Unit	Qty	Unit Rate (Rs)	Amount in Words (Rs)	Amount in Figures (Rs)	Pay Item No
1	Clearing and grubbing by mechanical means	Sq.m	2,540				Tech Specs Note (1)
2	Removal of Tree: Girth 150mm - 300mm including removal of stump & backfilling with sand	Each	10				Tech Specs Note (1)
3	Removal of Tree: Girth 300mm - 600mm including removal of stump & backfilling with sand	Each	10				Tech Specs Note (1)
4	Removal of Tree: Girth over 600mm including removal of stump & backfilling with sand	Each	10				Tech Specs Note (1)
5	Compaction of Natural Ground	Sq.m	9,090				Tech Specs Note (1)
6	Excavate Unclassified Surplus Material	Cu.m	39,100				Tech Specs Note (1)
7	Formation of Embankment from Unclassified roadway excavation	Cu.m	6,520				Tech Specs Note (1)
8	Subgrade Preparation in Existing Road Without Any Fill; Mod. AASHTO 95%	Sq.m	22,785				Tech Specs Note (1)
Total Cost Bill No. B-1							

BILL NO. B-2 SURFACE COURSE & PAVEMENT

Sr. No.	Description	Unit	Qty	Unit Rate (Rs)	Amount in Words (Rs)	Amount in Figures (Rs)	Pay Item No
1	Class A1 concrete in reinforcement/non reinforcement concrete structure with minimum cylinder compressive strength 3000 psi on 28 days other than concrete in water and piles with consistency range in slump 25-75 mm with water cement ratio 0.58	Cu.m	5,063				Tech Specs Note (1)
2	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Ton	89				Tech Specs Note (1)
3	Providing and Fixing Neoprene Rubber Joint Filler 12mm thick with Bitumastic Joint Seal	Sq.m	80				Tech Specs Note (1)
TOTAL COST BILL NO. B-2							

BILL NO. B-3 STRUCTURES (RETAINING/BREAST WALLS)

Sr No.	Description	Unit	Qty	Unit Rate (Rs)	Amount in Words (Rs)	Amount in Figures (Rs)	Pay Item No
1	Structural Excavation in Common Material by mechanical means	Cu.m	3,140				Tech Specs Note (1)
2	Lean concrete for use as thin layer under neath footings with cylinder compressive strength of 1423 psi on 28 days.	Cu.m	1,510				Tech Specs Note (1)
3	Class B concrete for concrete in pile specified works only with minimum cylinder compressive strength 2418 psi on 28 days and consistency range in slump 25-75 mm with water cement ratio 0.65 (Coping)	Cu.m	180				Tech Specs Note (1)
4	Stone Masonry Random with Mortar Class-A	Cu.m	4,230				Tech Specs Note (1)
5	Stone Masonry Dressed Uncoursed with Mortar (for Parapet Walls)	Cu.m	840				Tech Specs Note (1)
6	Dismantling of Structures and Obstructions	Cu.m	100				Tech Specs Note (1)
7	PVC Pipe 4" Dia.	R.m	160				Tech Specs Item 01 NS
TOTAL COST FOR BILL NO B-3							

BILL NO. B-4 DRAINAGE AND EROSION WORKS

Sr. No.	Description	Unit	Qty	Unit Rate (Rs)	Amount in Words (Rs)	Amount in Figures (Rs)	Pay Item No
1	Grouted Rip Rap Class "A"	Cu.m	556				Tech Specs Note (1)
TOTAL COST FOR BILL NO. B-4							

BILL-B 5: CAUSEWAY SUMMARY

Bill No	Description	No of Causeway	Cost per Causeway	Amount in Words (PKR)	Amount in Figures (PKR)
B-5.1	Causeways (Length = 5m)	5			
B-5.2	Causeways (Length = 7m)	3			
B-5.3	Causeways (Length = 10m)	3			
B-5.4	Causeways (Length =15m)	2			
B-5.5	Causeways (Length =20m)	1			
B-5.6	Causeways (Length =25m)	1			
B-5.7	Causeways (Length = 35m)	1			
Total Cost		16			

BILL B-5.1: CAUSEWAYS – 5 METER

Sr. No.	Description	Unit	Qty	Unit Rate (PKR)	Amount in Words (PKR)	Amount in Figures (PKR)	Pay Item No.
1	Lean concrete for use as thin layer under neath footings with cylinder compressive strength of 1423 psi on 28 days.	Cu.m	2.12				Tech Specs Note (1)
2	RCC in raft foundation slab, base slab of column & ret. Wall etc, (1:1:2)	Cu.m	11.55				Tech Specs Note (1)
3	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:1:2)	Cu.m	8.25				Tech Specs Note (1)
4	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Ton	0.93				Tech Specs Note (1)
5	Providing and Laying stone pithcing/filling, dry hand packed in pitching & aprons.	Cu.m	15.13				Tech Specs Note (1)
6	Structural excavation in medium rock material	Cu.m	11.55				Tech Specs Note (1)
7	Compaction of natural ground	Sq.m	27.50				Tech Specs Note (1)
8	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain Concrete in any shape – Position / Horizontal	Sq.m	27.50				Tech Specs Note (1)
9	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape – Position / Vertical	Sq.m	77.00				Tech Specs Note (1)
Bill B-5.1 Cost per Causeway							

BILL-B 5.2: CAUSEWAYS – 07 METER

Sr. No	Description	Unit	Qty	Unit Rate (PKR)	Amount in Words (PKR)	Amount in Figures (PKR)	Pay Item No.
1	Lean concrete for use as thin layer under neath footings with cylinder compressive strength of 1423 psi on 28 days.	Cu.m	2.96				Tech Specs Note (1)
2	RCC in raft foundation slab, base slab of column & ret. Wall etc, (1:1:2)	Cu.m	16.17				Tech Specs Note (1)
3	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:1:2)	Cu.m	11.55				Tech Specs Note (1)
4	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Ton	1.30				Tech Specs Note (1)
5	Providing and Laying stone pithcing/filling, dry hand packed in pitching & aprons.	Cu.m	21.18				Tech Specs Note (1)
6	Structural excavation in medium rock material	Cu.m	16.17				Tech Specs Note (1)
7	Compaction of natural ground	Sq.m	38.50				Tech Specs Note (1)
8	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain Concrete in any shape – Position / Horizontal	Sq.m	38.50				Tech Specs Note (1)
9	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape – Position / Vertical	Sq.m	107.80				Tech Specs Note (1)
Bill B-5.2 Cost per Causeway							

BILL-B 5.3: CAUSEWAYS – 10 METER

Sr. No	Description	Unit	Qty	Unit Rate (PKR)	Amount in Words (PKR)	Amount in Figures (PKR)	Pay Item No.
1	Lean concrete for use as thin layer under neath footings with cylinder compressive strength of 1423 psi on 28 days.	Cu.m	4.24				Tech Specs Note (1)
2	RCC in raft foundation slab, base slab of column & ret. Wall etc, (1:1:2)	Cu.m	17.33				Tech Specs Note (1)
3	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:1:2)	Cu.m	16.50				Tech Specs Note (1)
4	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	ton	1.85				Tech Specs Note (1)
5	Providing and Laying stone pithcing/filling, dry hand packed in pitching & aprons.	Cu.m	30.25				Tech Specs Note (1)
6	Structural excavation in medium rock material	Cu.m	17.33				Tech Specs Note (1)
7	Compaction of natural ground	Sq.m	55.00				Tech Specs Note (1)
8	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain Concrete in any shape – Position / Horizontal	Sq.m	55.00				Tech Specs Note (1)
9	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape – Position / Vertical	Sq.m	115.50				Tech Specs Note (1)
Bill B-5.3 Cost per Causeway							

BILL-B 5.4: CAUSEWAYS – 15 METER

Sr. No	Description	Unit	Qty	Unit Rate (PKR)	Amount in Words (PKR)	Amount in Figures (PKR)	Pay Item No.
1	Lean concrete for use as thin layer under neath footings with cylinder compressive strength of 1423 psi on 28 days.	Cu.m	6.35				Tech Specs Note (1)
2	RCC in raft foundation slab, base slab of column & ret. Wall etc, (1:1:2)	Cu.m	28.05				Tech Specs Note (1)
3	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:1:2)	Cu.m	24.75				Tech Specs Note (1)
4	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	ton	2.78				Tech Specs Note (1)
5	Supplying stone and stone filling in GI wire crate and its sewing, excluding cost of crates	Cu.m	24.75				Tech Specs Note (1)
6	Supplying stone and stone filling in GI wire crate and its sewing, excluding cost of crates	Cu.m	99.00				Tech Specs Note (1)
7	Provide & weave GI wire netting for wire crates 4"x4" mesh: 10 SWG wire.	Cu.m	236.50				Tech Specs Note (1)
8	Structural excavation in medium rock material	Cu.m	28.05				Tech Specs Note (1)
9	Compaction of natural ground	Sq.m	82.50				Tech Specs Note (1)
10	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain Concrete in any shape – Position / Horizontal	Sq.m	82.50				Tech Specs Note (1)
11	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape – Position / Vertical	Sq.m	187.00				Tech Specs Note (1)
Bill B-5.4 Cost per Causeway							

BILL-B 5.5: CAUSEWAYS – 20 METER

Sr. No	Description	Unit	Qty	Unit Rate (PKR)	Amount in Words (PKR)	Amount in Figures (PKR)	Pay Item No.
1	Lean concrete for use as thin layer under neath footings with cylinder compressive strength of 1423 psi on 28 days.	Cu.m	8.47				Tech Specs Note (1)
2	RCC in raft foundation slab, base slab of column & ret. Wall etc, (1:1:2)	Cu.m	37.13				Tech Specs Note (1)
3	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:1:2)	Cu.m	33.00				Tech Specs Note (1)
4	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	ton	4.07				Tech Specs Note (1)
5	Supplying stone and stone filling in GI wire crate and its sewing, excluding cost of crates	Cu.m	38.50				Tech Specs Note (1)
6	Supplying stone and stone filling in GI wire crate and its sewing, excluding cost of crates	Cu.m	143.00				Tech Specs Note (1)
7	Provide & weave GI wire netting for wire crates 4"x4" mesh: 10 SWG wire.	Cu.m	313.50				Tech Specs Note (1)
8	Structural excavation in medium rock material	Cu.m	37.13				Tech Specs Note (1)
9	Compaction of natural ground	Sq.m	110.00				Tech Specs Note (1)
10	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain Concrete in any shape – Position / Horizontal	Sq.m	110.00				Tech Specs Note (1)
11	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape – Position / Vertical	Sq.m	247.50				Tech Specs Note (1)
Bill B-5.5 Cost per Causeway							

BILL-B 5.6: CAUSEWAYS – 25 METER

Sr. No	Description	Unit	Qty	Unit Rate (PKR)	Amount in Words (PKR)	Amount in Figures (PKR)	Pay Item No.
1	Lean concrete for use as thin layer under neath footings with cylinder compressive strength of 1423 psi on 28 days.	Cu.m	10.59				Tech Specs Note (1)
2	RCC in raft foundation slab, base slab of column & ret. Wall etc, (1:1:2)	Cu.m	49.50				Tech Specs Note (1)
3	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:1:2)	Cu.m	41.25				Tech Specs Note (1)
4	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	ton	5.09				Tech Specs Note (1)
5	Supplying stone and stone filling in GI wire crate and its sewing, excluding cost of crates	Cu.m	51.56				Tech Specs Note (1)
6	Supplying stone and stone filling in GI wire crate and its sewing, excluding cost of crates	Cu.m	192.50				Tech Specs Note (1)
7	Provide & weave GI wire netting for wire crates 4"x4" mesh: 10 SWG wire.	Cu.m	313.50				Tech Specs Note (1)
8	Structural excavation in medium rock material	Cu.m	41.25				Tech Specs Note (1)
9	Compaction of natural ground	Sq.m	110.00				Tech Specs Note (1)
10	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain Concrete in any shape – Position / Horizontal	Sq.m	137.50				Tech Specs Note (1)
11	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape – Position / Vertical	Sq.m	330.00				Tech Specs Note (1)
Bill B-5.6 Cost per Causeway							

BILL- B 5.7: CAUSEWAYS – 35 METER

Sr. No	Description	Unit	Qty	Unit Rate (PKR)	Amount in Words (PKR)	Amount in Figures (PKR)	Pay Item No.
1	Lean concrete for use as thin layer under neath footings with cylinder compressive strength of 1423 psi on 28 days.	Cu.m	14.82				Tech Specs Note (1)
2	RCC in raft foundation slab, base slab of column & ret. Wall etc, (1:1:2)	Cu.m	62.70				Tech Specs Note (1)
3	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:1:2)	Cu.m	57.75				Tech Specs Note (1)
4	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	ton	7.12				Tech Specs Note (1)
5	Supplying stone and stone filling in GI wire crate and its sewing, excluding cost of crates	Cu.m	67.38				Tech Specs Note (1)
6	Supplying stone and stone filling in GI wire crate and its sewing, excluding cost of crates	Cu.m	269.50				Tech Specs Note (1)
7	Provide & weave GI wire netting for wire crates 4"x4" mesh : 10 SWG wire.	Cu.m	313.50				Tech Specs Note (1)
8	Structural excavation in medium rock material	Cu.m	39.19				Tech Specs Note (1)
9	Compaction of natural ground	Sq.m	110.00				Tech Specs Note (1)
10	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain Concrete in any shape – Position / Horizontal	Sq.m	192.50				Tech Specs Note (1)
11	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape – Position / Vertical	Sq.m	418.00				Tech Specs Note (1)
Bill B-5.7 Cost per Causeway							

Bill-C: Daywork Summary

Sr. No.	Description	Unit	Quantity	Unit Rate (Rs)	Amount in Words (Rs)	Amount in Figures (Rs)
Schedule of Daywork Rates: 1. Labor						
1	Foreman	Hour	125			
2	Skilled Labor	Hour	150			
3	Unskilled Labor	Hour	250			
5	Mason	Hour	75			
6	Carpenter (1 st class)	Hour	75			
7	Steel Fixer/Fitter	Hour	75			
8	Driver for Vehicle (upto 10 ton)	Hour	100			
9	Welder (Grade-1)	Hour	100			
10	Plumber	Hour	150			
1) Total-Schedule of Daywork Rates: Labor						
Schedule of Daywork Rates: 2. Materials						
1	Cement, Ordinary Portland or Equivalent in Bags	kg	4,000			
2	Mild Steel Reinforcing Bar upto 16mm diameter Grade 60	kg	1,750			
3	Fine Aggregates	Cu.m	100			
4	Coarse Aggregates	Cu.m	200			
2) Total – Schedule of Daywork Rates: Materials						
Schedule of Daywork Rates: 3. Contractor's Equipment						
1	Tractor 50HP capacity	Hour	50			
2	Compressor 10 m ³ / min	Hour	50			
3	Tractor and Trolley with Jack Capacity 7m ³	Hour	75			
4	Dumper (10 Ton Capacity)	Hour	75			
5	Water Tanker trolley 500 gallon with farm tractor	Hour	75			
6	Drum Type Concrete Mixer 0.25 m ³	Hour	200			
7	Hand Held Jack Hammer	Hour	125			
8	Excavator (EX 200)	Hour	200			
3) Total – Schedule of Daywork Rates: Contractor's Equipment						
Total Day work (1+2+3)						

Form of Bid Security (Bank Guarantee)

Beneficiary: _____

Request for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

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

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

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

- (a) has withdrawn its Bid during the period of Bid validity specified by the Applicant in the Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of Bid validity, (i) fails to execute the contract agreement or (ii) fails to furnish the performance security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

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

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

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

[signature(s)]

Technical Proposal

Technical Proposal Forms

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

Form PER -1 Key Personnel Schedule

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

Key Personnel

1.	Title of position*:	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
2.	Title of position*:	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
3.	Title of position*:	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
4.	Title of position*:	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	

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	Expected time schedule for this position:	
5.	Title of position*:	
	Name of candidate	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	

*As listed in Section III.

Form PER-2: Resume and Declaration – Key Personnel

Name of Bidder

Position [#1]:											
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Name:</td> <td style="width: 60%; padding: 5px;">Date of birth:</td> </tr> <tr> <td style="padding: 5px;">Address:</td> <td style="padding: 5px;">E-mail:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Professional qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Academic qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Language proficiency:</td> </tr> </table>	Name:	Date of birth:	Address:	E-mail:	Professional qualifications:		Academic qualifications:		Language proficiency:	
Name:	Date of birth:										
Address:	E-mail:										
Professional qualifications:											
Academic qualifications:											
Language proficiency:											
details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">Address of employer:</td> </tr> <tr> <td style="width: 40%; padding: 5px;">Telephone:</td> <td style="padding: 5px;">Contact (manager / personnel officer):</td> </tr> <tr> <td style="padding: 5px;">Fax:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Job title:</td> <td style="padding: 5px;">Years with present employer:</td> </tr> </table>	Address of employer:		Telephone:	Contact (manager / personnel officer):	Fax:		Job title:	Years with present employer:		
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

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:	
Time commitment:	

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

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

Name of Key Personnel:

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*	
Equipment Information	Name of manufacturer,
	Capacity*
	Model and power rating
	Year of manufacture*
Current Status	Current location
	Details of current commitments
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured

The following information shall be provided only for equipment not owned by the Bidder.

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

Site Organization (Form TP-1)

[Insert Site Organization Information]

- (a) Bidders should consider submission of Organization Charts and Manning Schedules reflecting a combined site organization chart with supporting functions which should indicate in the head office organization, site organization and all partners and subcontractors.*
- (b) The Manning schedule of Key Personnel shall be based on the individuals indicated in Forms PER-1 and PER-2*

Method Statement (Form TP-2)

[Insert Method Statement]

(a) *Bidders shall prepare the provision of their Methods Statements incorporating inter-alia, the following*

1. *Method Statements for each part of the Works*
2. *Material Procurement*
3. *Project Quality Plan*
4. *Progress Control*
5. *Safety and Security Control Plan*
6. *Environment Protection Policy*
7. *Sequencing of Works*

(b) *Among the above, “Method Statements for each part of the Works” Bidders should consider:*

1. *Clear description of the method that the Bidder proposes to adopt for the execution of all Sections and parts of the Works.*
2. *Demonstration in sufficient detail the Bidder’s understanding of the scope of the Works and all relevant requirements of the Bid Documents.*
3. *Bidder’s should consider, inter-alia, the following*
 - i. *Mobilization; construction of contractor’s camp accommodation, temporary huts and offices, concrete production facilities including aggregates;*
 - ii. *Construction, excavation works, concrete work; handling and placing methods, sequences, formwork details, dewatering system etc. and utility works, general construction details;*

The Bidder shall indicate his proposals for Temporary Facilities and First Aid Stations to be located at individual work site. All proposed activities by the Bidder should complement the Construction Methods and Construction Time Schedule.

Mobilization & Investigation Schedule (Form TP-3)

[Insert Mobilization Schedule]

- (a) *The Bidder should consider submission of a mobilization schedule for Site mobilization; construction of Contractor's temporary facilities and Site Investigations any other enabling facilities or works prior to execution of the Permanent Works.*

Construction Schedule (Form TP-4)

[Insert Construction Schedule]

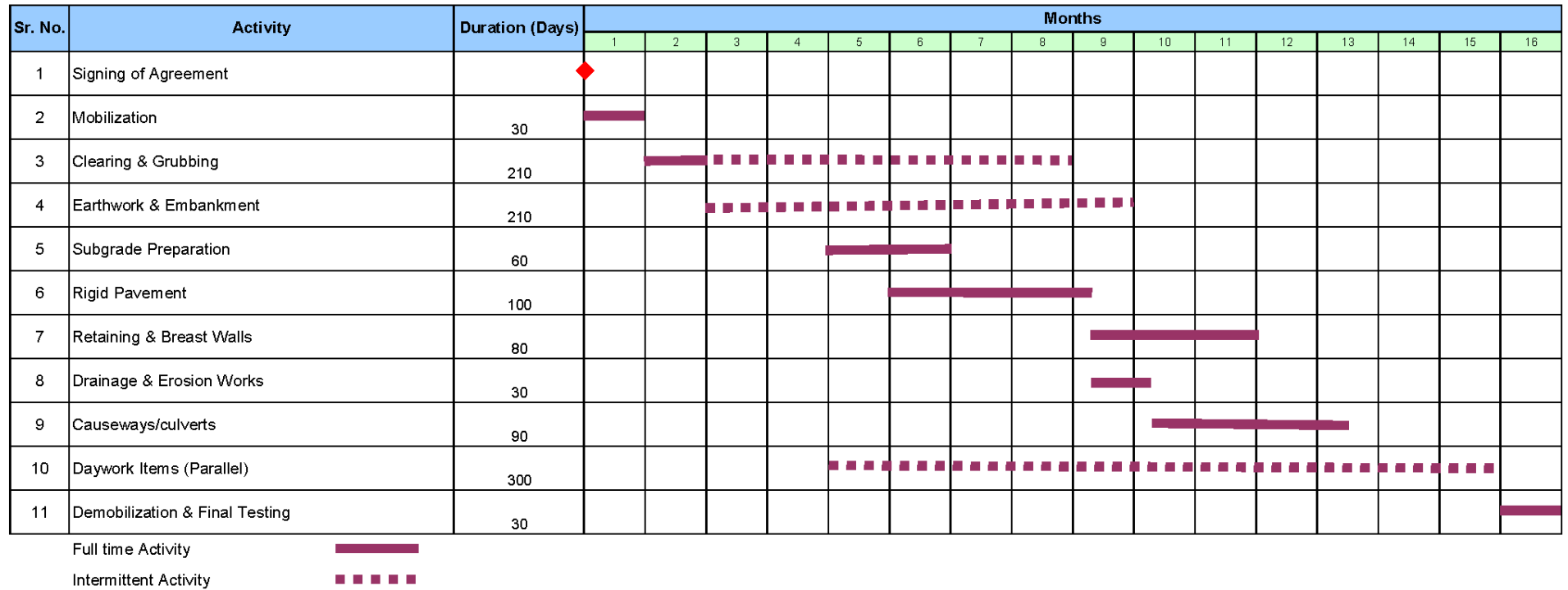
The Bidder is advised to refer to the Supplementary Information given at end of Technical Specifications and Table of Summary of Sections in Particular Conditions, Part-A, Contract Data for preparing the detailed construction schedule.

- (a) *The submitted Construction Schedule should take due account of the Contractor's obligations to coordinate and plan the work: (i) to accommodate the requirements of the Other Contractors engaged by the Employer upon the other Lots under the Project, (ii) to meet the stipulated Time for Completion for the whole of the Works and the Time for Completion of the various parts of the Works, and (iii) to accommodate the requirements of the Contract, with due consideration on relevant information provided in Bid Documents including the Defects Notification Period. The schedule shall include*
- a) *Network drawings;*
 - b) *Tabular listings of early starts and finishes, late starts and finishes, free and total floats;*
 - c) *Computer generated bar charts, defining the Critical Path*
 - d) *Periods required for work carried out by other contractors*
 - e) *Periods required for work carried out by sub-contractors;*
 - f) *Information on shutdown periods, vacation day, and other non-working time periods; and*
 - g) *Schedule of equipment and plant and manpower mobilization schedule.*
- (b) *The Schedule may be computer based using Microsoft Project or equivalent.*

Rehabilitation and Improvement of Thooti to Khowar Road

WORK SCHEDULE

Duration: 15 Months



Contractor’s Environmental and Social Management Plan(C-ESMP) – (Form TP-5)

The Bidder shall submit Contractor’s Environmental and Social Management Plan (C-ESMP) comprising Traffic Management Plan (TMP), Health and Safety Management Plan (HSMP), Solid Waste Management Plan (SWMP) and all relevant management plans which shall address but not limited to the following environmental and social implementation strategies /risks:

- *Air Emissions and Ambient Air Quality*
- *Water and Soil Contamination*
- *Fuel and Hazardous Materials Management*
- *Construction & Demolition (C&D) Waste Management*
- *Noise*
- *Ecology*
- *Management of construction and labor camps/housing*
- *Traffic Management Strategies*
- *Grievance Redress Mechanism*
- *Community/Occupational Health and Safety*
- *Job Hazard Analysis*
- *Permit to Work System (PTWS)*

Describe in detail the activities/actions, materials, equipment, management processes etc. that will be implemented by the Contractor. It shall be mandatory for the Contractor to include these strategies/plans in sub-contracts (if any).

Code of Conduct: Environmental and Social (ES) – (Form TP-6)

The Bidder shall submit the Code of Conduct that will contain environmental and social obligations on Contractor's personnel and subcontractors. The Code of Conduct shall address, but not limited, to the following:

- *Compliance with Contractual environmental and social obligations.*
- *The use of illegal substances*
- *Non-Discrimination in dealing with the local community, the Employer's and Project Manager's personnel, and the Contractor's personnel (including sub-contractors and day workers) e.g., discrimination on the basis of family status, ethnicity, race, gender, religion, language, political, conviction etc.*
- *Avoidance of conflicts of interest (such that employment, or any sort of preferential favors, are not provided to any person with whom there is a financial, family, or personal connection)*
- *Respecting social norms*
- *Protection and proper use of property e.g., to prohibit theft, carelessness.*
- *Consequences to breach Code of Conduct*

The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years.

Bidder's Qualification

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

Form ELI -1.1: Bidder Information Form

Date: _____

RFB No. and title: DASU-LADP-RTR Rehabilitation and Improvement of Thooti to Khowar Road
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 <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not under the supervision of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.
3. Attached are copies of documents of <ul style="list-style-type: none">• Valid PEC Registration in accordance with ITB 11.1.• Valid registration with Federal Board of Revenue for Income Tax and Provincial Sales Tax and shall be on the active taxpayer's list in accordance with ITB 11.1.

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

RFB No. and title: DASU-LADP-RTR Rehabilitation and Improvement of Thooti to Khowar Road

Page _____ of _____ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: DASU-LADP-RTR Rehabilitation and Improvement of Thooti to Khovar Road
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Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2020 specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January 2020 specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount PKR
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: Name of Employer: Address of Employer: Reason(s) for nonperformance:	
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

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Year of dispute	Amount dispute (currency) in	Contract Identification	Total Contract Amount PKR
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria <input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount PKR
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision	

Form CON – 3: Environmental and Social Performance Declaration

Bidder's Name: _____

Date: _____

Joint Venture Member's Name: _____

RFB No. and title: DASU-LADP-RTR Rehabilitation and Improvement of Thooti to Khowar Road

Page _____ of _____ pages

Environmental and Social Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount PKR
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: Name of Employer: Address of Employer: Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: Name of Employer: Address of Employer: Reason(s) for suspension or termination: <i>[indicate main reason(s)]</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 PKR
<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>		

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	Address of Employer: <i>[insert street/city/country]</i>	
	Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name: _____

RFB No. and title: DASU-LADP-CDR Construction of Dubair Road

Page _____ of _____ pages

SEA and/or SH Declaration

in accordance with Section III, Evaluation and Qualification Criteria

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.

[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]

[If (d) or (e) above are applicable, provide the following information:]

Period of disqualification: From: _____ To: _____

If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (**as per (d) above**)

Name of Employer: _____

Name of Project: _____

Contract description: _____

Brief summary of evidence provided: _____

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

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

Form CCC: Current Contract Commitments / Works in Progress

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

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

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: DASU-LADP-RTR Rehabilitation and Improvement of Thooti to Khowar Road

Page _____ of _____ pages

1. Financial data

Type of Financial information in (PKR)	Historic information for previous _____ years, in PKR				
	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 ¹					

¹ Cash flow requirement shall be evaluated as per criteria mentioned at Sr. No. 3.1(i&ii) of Section -3

2. Sources of Finance*

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

No.	Source of Finance²	Amount (PKR)
1		
2		
3		

*Source of finance shall be evaluated as per criteria mentioned at Sr. No. 3.1 (ii) of Section -3.

3. Financial documents

The Bidder and its parties shall provide copies of financial statements for five (05) years pursuant to Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements³ for the five (05) years required above; and complying with the requirements

² Source of finance shall be evaluated as per criteria mentioned at Sr. No. 3.1 (ii) of Section III.

³ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name: _____

RFB No. and title: DASU-LADP-RTR Rehabilitation and Improvement of Thooti to Khowar Road
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	Annual turnover data (construction only)
Year	Amount Currency
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>
Average Annual Construction Turnover*	

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

Form FIN - 3.3: Financial Resources

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

Source of financing	Amount (PKR)
1.	
2.	
3.	
4.	
Gross total =	
Less Current Commitment=	
Net Financial Resources=	

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name: _____

RFB No. and title: DASU-LADP-RTR Rehabilitation and Improvement of Thooti to Khowar Road
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Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name: _____

RFB No. and title: DASU-LADP-RTR Rehabilitation and Improvement of Thooti to Khowar Road
 Page _____ of _____ pages

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

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

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Subcontractor's Name (as per ITB 34.2 and 34.3): _____

RFB No. and title: DASU-LADP-RTR Rehabilitation and Improvement of Thooti to Khowar Road

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Subcontractor's Name (as per ITB 34.2 and 34.3): _____

All subcontractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity:

- i) Concrete Work: Production Rate = 750 Cu.m / month.
- ii) Rigid Pavement: Production Rate = 530 Cu.m / month.
- iii) Retaining/Breast Wall: Production Rate = 510 Cu.m / month.

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

**Dasu Hydropower Project – Bidding Documents - LADP
Rehabilitation and Improvement of Thooti to Khowar Road
Section-IV, Bidding Forms**

Address: Telephone/fax number E-mail:	
---	--

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

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

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

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

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

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

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

4. ...

SECTION-V
ELIGIBLE COUNTRIES

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and 5.1 The country with which Government of Islamic Republic of Pakistan prohibits the commercial relations.

Under ITB 4.8 (b) and 5.1 “None”

SECTION-VI
FRAUD AND CORRUPTION

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

SECTION VII – WORKS' REQUIREMENTS

Section VII - Works' Requirements

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Specifications

The Specifications are described in the Volume 2 of this document.

Environmental and Social Requirements

The Environmental and Social Requirements are described in the Volume 2 of this document.

Key Personnel

No.	Position/specialization	Quantity	Relevant academic qualifications	Minimum years of relevant work experience
		No.		
1	Project Manager	01	BSc (Civil Engineering)	Minimum 15 years
2	Contract/Planning Engineer	01	BSc (Civil Engineering)	Minimum 5 years
3	Site Engineer	01	BSc (Civil Engineering)	Minimum 1 year
4	QA/QC Staff	01	DAE (Civil)	Minimum 5 years
5	Surveyor/Inspector	02	DAE (Civil)	Minimum 5 years
Suitable experts in the following specializations				
6	Environmental and Social (ES) Officer	01	Bachelor degree in Environmental Sciences/Engineering (This officer shall also have a certificate issued by IOSH (Institution of Occupational Safety and Health) most preferably NEBOSH (National Examination Board in Occupational Safety and Health))	Minimum 3 years' experience in monitoring and managing environment and social risks in construction works

Drawings

The Drawings are attached in the Volume 2 of this document.

Supplementary Information

Not Applicable (NA)

**SECTION VIII –
GENERAL CONDITIONS OF CONTRACT**

General Conditions (GC)

PAKISTAN WATER AND POWER DEVELOPMENT AUTHORITY

PROCUREMENT OF WORKS

REHABILITATION AND IMPROVEMENT OF THOOTI TO KHOWAR ROAD

NCB NO. DASU-LADP-RTR

Section VIII - General Conditions of Contract

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

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

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

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) **Bank** means the financing institution **named in the PCC**.
- (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (f) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.
- (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) **Days** are calendar days; months are calendar months.
- (m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (o) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

- (p) The **Defects Liability Period** is the period **named in the PCC** pursuant to GCC Sub-Clause 38.1 and calculated from the Completion Date.
- (q) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "**In writing**" or "**written**" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The **Intended Completion Date** is specified in the PCC. The **Intended Completion Date** may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The **Project Manager** is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) **PCC** means Particular Conditions of Contract.
- (aa) The **Site** is the area defined as such in the PCC.
- (bb) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The **Start Date** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

- (ee) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (hh) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.
- (ii) “**Contractor’s Personnel**” refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
- (jj) “**Key Personnel**” means the positions (if any) of the Contractor’s personnel that are stated in the Specification.
- (kk) “**ES**” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
- (ll) “**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. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
- (mm) “**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; and
- (nn) “**Employer’s Personnel**” refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer or the Project Manager to the Contractor.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural

and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendices,
 - (f) Specification,
 - (g) Drawings,
 - (h) Bill of Quantities,²² and
 - (i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country;
- or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

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

5. Delegation

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

²² In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

- | | | |
|---------------------------------|-----|--|
| 6. Communica-
tions | 6.1 | Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. |
| 7. Subcontracting | 7.1 | The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1 |
| | 7.2 | Submission by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. |
| 8. Other
Contractors | 8.1 | The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification. |
| | 8.2 | The Contractor shall also, as stated in the Specification or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer's or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment. |

9. Personnel and Equipment

- 9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
 - (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
 - (f) has been recruited from the Employer's Personnel;
 - (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager 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."

- 9.3 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, 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.

9.4 Labor

- 9.4.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation,

accommodation and welfare facilities in accordance with GCC Sub-Clause 9.3.6, of the Contractor's Personnel, and for all payments in connection therewith.

The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.

9.4.2 *Conditions of Labor.* The Contractor shall inform the Contractor's Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws or as stated in the Specification; and
- (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Where required by applicable laws or as stated in the Specification, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.

9.4.3 The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

9.4.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the

- same to such personnel and recover the cost of doing so from the Contractor.
- 9.4.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 9.4.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. 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 if stated in the Specification.
- 9.4.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.
- 9.4.8 *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.
- 9.4.9 *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.
- 9.4.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 9.4.11 *Alcoholic Liquor or Drugs.* The Contractor shall not, otherwise than in accordance with the laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 9.4.12 *Arms and Ammunition.* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 9.4.13 *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.
- 9.4.14 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor 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 labor, such as indentured labor, bonded labor or similar labor-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, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

9.4.15 *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 Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager 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
- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.4.16 *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project Manager.

9.4.17 *Workers' Organizations.* In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, 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 organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

9.4.18 *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 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 GCC Sub-Clause 9.4.15).

9.4.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.4.17, 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.

9.4.20 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred in GCC Sub Clause 18.2.

As stated in the Specification or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works,

Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

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

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

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

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

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

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

14. Site Data

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

- 15. Contractor to Construct the Works**
- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into the Employer's requirements which may include, if stated in the Specification:
- (a) designing structural elements of the Works taking into account climate change considerations;
 - (b) applying 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; and
 - (c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.
- 16. The Works to Be Completed by the Intended Completion Date**
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.
- The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.
- 17. Approval by the Project Manager**
- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

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

**18. Health, Safety
and Protection
of the
Environment**

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

18.2 The Contractor shall:

- (a) comply with all applicable health and safety regulations and Laws;
- (b) comply with all applicable health and safety obligations specified in the Contract;
- (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
- (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
- (e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Certificate of Completion;
- (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.
- (g) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
- (h) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel;
- (i) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (j) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (k) where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate 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; and

- (l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit to the Project Manager for its approval 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 health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out all the health and safety requirements under the Contract,

- (a) which shall include at a minimum:
 - (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
 - (ii) details of the training to be provided, records to be kept;
 - (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
 - (iv) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;
 - (v) 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,
 - (vi) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labor;

- (vii) 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 GCC Sub-Clause 9.4.6; and

(b) any other requirements stated in the Specification.

18.3 Protection of the environment

- (a) The Contractor shall take all necessary measures to: 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 Project Manager 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 Project Manager

19. Archaeological and Geological Findings

19.1 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.

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

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

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or

- non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 Inspections & Audit by the Bank
- Pursuant to paragraph 2.2 e. of Appendix A to the GCC Fraud and Corruption Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.
- 24. Procedure for Disputes**
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.
- 25. Fraud and Corruption**
- 25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.
- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 26. Stakeholder Engagement**
- 19.2 The Contractor shall provide relevant contract-related information, as the Employer and/or Project Manager 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 may also directly participate in Stakeholder engagements, as the Employer and/or Project Manager may reasonably request.
- 27. Suppliers (other than Subcontractors)**
- 27.1 **Forced Labor:** The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC Sub-Clause 9.4.14. If forced labor/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.
- 27.2 **Child Labor:** The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC Sub-Clause 9.4.15. If child labor 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.

27.3 *Serious Safety Issues:* The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GCC Sub-Clause 18.2. 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.

27.4 *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 river beds or beaches.

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

**28. Code
Conduct**

of 28.1 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 posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

- 29. Security of the Site**
- 29.1 The Contractor shall be responsible for the security of the Site, and:
- (a) for keeping unauthorized persons off the Site;
 - (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit for the Project Manager's No-objection a security management plan that sets out the security arrangements for the Site.

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification.”

B. Time Control

- 30. Program Progress Reports** **and**
- 30.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 30.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 30.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at

intervals no longer than the periods **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

30.4 Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B.

30.5 In addition to the progress reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager 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 Project Manager within the timeframe agreed with the Project Manager.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.

31. Extension of the Intended Completion Date

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

31.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a

delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

- 32. Acceleration**
- 32.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 33. Delays Ordered by the Project Manager**
- 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 34. Management Meetings**
- 34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 35. Early Warning**
- 35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

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

- 37. Tests** 37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 38. Correction of Defects** 38.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 39. Uncorrected Defects** 39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 40. Contract Price²³** 40.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 41. Changes in the Contract Price²⁴** 41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- 41.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 42. Variations** 42.1 All Variations shall be included in updated Programs²⁵ produced by the Contractor.
- 42.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so

²³ In lump sum contracts, replace GCC Sub-Clauses 40.1 as follows:
40.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

²⁴ In lump sum contracts, replace entire GCC Clause 41 with new GCC Sub-Clause 41.1, as follows:
41.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

²⁵ In lump sum contracts, add "and Activity Schedules" after "Programs."

by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

- 42.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 42.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 42.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 42.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.²⁶
- 42.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and
 - (c) a description of any effect(s) of the change on performance/functionality.
 - (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

²⁶ In lump sum contracts, delete this paragraph.

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

- (a) accelerate the contract completion period; or
- (b) reduce the Contract Price or the life cycle costs to the Employer; or
- (c) improve the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yield any other benefits to the Employer,

without compromising the functionality of the Works.

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

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

43. Cash Flow Forecasts 43.1 When the Program,²⁷ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

44. Payment Certificates 44.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

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

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

44.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.²⁸

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

44.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item

²⁷ In lump sum contracts, add "or Activity Schedule" after "Program."

²⁸ In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

previously certified in any certificate in the light of later information.

44.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

- (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
- (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
- (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
- (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;
- (f) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).

45. Payments

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

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

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

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

46. Compensation Events

46.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

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

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

47. Tax

47.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 49.

48. Currencies

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

49. Price Adjustment

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

$$P_c = A_c + B_c \text{ Imc/loc}$$

where:

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

A_c and B_c are coefficients²⁹ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

²⁹ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

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

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

50. Retention

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

50.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub Clause 57.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

51. Liquidated Damages

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

51.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 45.1.

52. Bonus

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

53. Advance Payment

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

53.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

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

54. Securities

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

55. Dayworks

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

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

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

56. Cost Repairs

of 56.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

57. Completion

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

58. Taking Over

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

- 59. Final Account** 59.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 60. Operating and Maintenance Manuals** 60.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 60.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
- 61. Termination** 61.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 61.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) the Contractor does not maintain a Security, which is required;
 - (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
 - (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph

2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

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

61.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 61.2 above, the Project Manager shall decide whether the breach is fundamental or not.

62. Payment upon Termination

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

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

63. Property

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

64. Release from Performance

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

- 65. Suspension of Bank Loan or Credit**
- 65.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
 - (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX A TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

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

- or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

APPENDIX B

Environmental and Social (ES)

Metrics for Progress Reports

Refer General Specifications and Appendix to General Specifications.

**SECTION IX –
PARTICULAR CONDITIONS
OF CONTRACT**

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

Section IX - Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institution is: The World Bank
GCC 1.1 (r)	The Employer is: Pakistan Water and Power Development Authority represented by General Manager/ Project Director, Dasu Hydropower Project WAPDA Colony Chuchang, Dasu, District Kohistan Upper, Khyber Phaktukhwa, Pakistan.
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be: 450 Days from Start Date of the Works.
GCC 1.1 (y)	The Project Manager is: LADP Implementation Consultants, DC Road, Tehsil Dasu, District Kohistan, KPK, Pakistan.
GCC 1.1 (aa)	The Site is located at Upper Kohistan District of Khyber Pakhtunkhwa Province of Pakistan . The location map is attached in Volume 2 (b) Drawings.
GCC 1.1 (dd)	The Start Date shall be: the date at which the following precedent conditions have been all fulfilled and the Project Manager’s notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor: i. signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country; The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Start Date and shall then proceed with the Works with due expedition and without delay.
GCC 1.1 (hh)	The Works for DASU-LADP-RTR consist of following; • The scope of work includes Rehabilitation and Improvement of Thooti to Khowar Road With allied Works i-e Retaining Structures, Hydraulic Structures etc.
GCC 2.2	The are no Sectional Completions:
GCC 2.3(a)	The word “Agreement” shall be replaced with “Contract Agreement”
GCC 2.3(i)	The following documents also form part of the Contract: (i) Insurances submitted by the Contractor under GCC Clause 13 (ii) Code of Conduct (ES) (iii) Contractor’s Environmental and Social Management Plan (C-ESMP)

GCC 3.1	<p>The language of the contract is: English</p> <p>The law that applies to the Contract is the law of Islamic Republic of Pakistan</p>
GCC 4.1	<p>The Project Manager shall seek specific approval of Employer before certifying/instructing e.g., variation orders (in excess of limit prescribed in sub-clause 42.6), Extension of time, cost claims, issuance of completion certificate, Defect Liability Certificate etc.</p>
GCC 5.1	<p>The Project Manager may delegate any of his duties and responsibilities.</p>
GCC 8.1	<p>Schedule of other contractors: Not Applicable</p>
GCC 9.1	<p>Key Personnel GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <ol style="list-style-type: none"> 1) Project Manager 2) Contract/Planning Engineer 3) Site Engineer 4) QA/QC Staff 5) Surveyor/Inspector 6) Environmental and Social (ES) Officer
GCC 9.2	<p>Code of Conduct (ES)</p> <p>The following is inserted at the end of GCC 9.2:</p> <p style="padding-left: 40px;">“The reasons to remove a person include behavior which breaches the Code of Conduct (ES) (e.g. spreading communicable diseases, Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)); illicit activity or crime).”</p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <ol style="list-style-type: none"> (a) for loss or damage to the Works, Plant and Materials: 1.15 times the Accepted Contract Amount; Deductibles = PKR 1,000,000 (b) for loss or damage to Equipment: PKR 10,000,000; Deductibles = PKR 800,000 (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: PKR 5,000,000 per occurrence with the number of occurrences unlimited; Deductibles = PKR 500,000

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Section-IX, Particular Conditions**

	<p>(d) for personal injury and death of the Contractor’s employees and of other people:</p> <p>Personal Injury: PKR 500,000/-</p> <p>Death: PKR 1,000,000/-.</p> <p>The Insurance Company shall have at least “A” rating from Pakistan Credit Rating Agency (PACRA).</p>
GCC 14.1	Site Data are: None
GCC 20.1	The Site Possession Date(s) shall be: no later than the Start Date
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Chairman Pakistan Engineering Council (PEC) .
GCC 24.1	Before the word “Contractor” be replaced with “Employer or Contractor”
GCC 24.3	<p>Hourly Rate and types of reimbursable expenses to be paid to the Adjudicator: shall be as agreed with the amount adjusted between the Parties to the Contract.</p> <p>The Provisional Sum shall be used for payments to the Contractor of the Employer’s share (one-half) of the invoices of the Adjudicator for its fees and expenses. No prior instruction of the Project Manager shall be required with respect to the work of the Adjudicator. The Contractor shall produce the Adjudicator invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those statements submitted under Clause 44 and 45, which contain requests for payment under the Provisional Sum. The Project Manager’s certification of such Statements shall be based upon such invoices and such evidence of payment by the contractor. Contractor’s overhead, profit, etc., shall not be included in the Provisional Sum.</p>
GCC 24.4	<p>Institution whose arbitration procedures shall be used: Applicable Law of Pakistan and Arbitration Act 1940.</p> <p>The place of arbitration shall be: Lahore</p>
B. Time Control	
GCC 30.1	The Contractor shall submit for approval a Program for the Works within twenty eight (28) days from the Letter of Acceptance.
GCC 30.2	<p>ES Reporting</p> <p>Inserted at the end of GCC 30.2:</p> <p>“In addition to the progress report, the Contractor shall also provide a report on the Environmental and Social (ES) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.</p>

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	<p>a) confirmed or likely violation of any law or international agreement;</p> <p>b) any fatality or serious (lost time) injury;</p> <p>c) significant adverse effects or damage to private property (e.g. damage from fly rock, working beyond the boundary)</p> <p>d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or</p> <p>e) any allegation of gender-based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children.</p>
GCC 30.3	<p>The period between Program updates is Forty-Two (42) days.</p> <p>The amount to be withheld for late submission of an updated Program is One percent (1 %) of the payment certificate.</p> <p>The period for submission of progress report is Thirty (30) days.</p>
C. Quality Control	
GCC 38.1	The Defects Liability Period is: 365 days .
D. Cost Control	
GCC 42.6	<p>Add the following text at the end of Sub-Clause 42.6</p> <p>“Variations resulting in an increase of the Accepted Contract Amount in excess of Two percent (2%) shall require approval of the Employer.”</p>
GCC 42.7	If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be upto fifty percent (50%) of the reduction in the Contract Price.
GCC 45.1	The interest rate applicable for delayed payments is as follows. “KIBOR plus 2% per annum”
GCC 45.5	<p>Add the following clause after 45.4.</p> <p>“45.5 Minimum amount of IPC” “The minimum amount of IPC should be 5% of the accepted contract amount.”</p>
GCC 47.1	<p>Insert Following text at the end of the GCC 47.1.</p> <p>Any increase or decrease in the rates of taxes due to subsequent legislation will be dealt as given below:</p> <p>a) <u>Local Direct Taxes:</u></p> <p>Any increase or decrease in the rates of all local direct taxes, or introduction of new tax on the income of the Contractor, experts</p>

	<p>and other employees in connection with the performance of the contract, will be the liability of the Contractor as these taxes are levied on the income earned by the Contractor from the Contract and the Employer will not compensate to the Contractor.</p> <p>b) <u>Local Indirect Taxes:</u></p> <p>All Local indirect taxes i-e sales taxes, custom duty, VAT, Levies, other charges or similar taxes levied on the Contractor's invoice, shall be borne and reimbursed by the Employer (WAPDA), subject to withholding law, on the basis of actual amount of indirect taxes paid by the Contractor at the prevailing tax rates supported by the documentary evidence of such payment of indirect taxes by the Contractor. These Indirect taxes shall be mentioned as a separate line item on the Contractor's Invoice.</p> <p>c) <u>Advance Income Tax:</u></p> <p>All payments (gross) as payable to the Contractor/Sub Contractors will be subject to Withholding Tax/Advance Tax at prescribed rate at the time of payment. The deduction of advance income tax from the gross payable bills shall be made in accordance with prevalent income tax laws of the Government of Pakistan. These deductions shall be deposited in the Government Treasury by the Employer to the account of the Contractor within prescribed period.</p> <p>The Employer shall within 28 days of making any such deduction, provide to the contractor a certificate of tax deducted and deposit in the Government Treasury.</p> <p>d) <u>Provincial Sales Tax on Services:</u></p> <p>Subject to the relevant provisions of the Provincial Sales Tax Act on Services, all payments (gross) as payable to the Contractor/Sub-contractors in relation to Works/Services will be subject to withholding sales tax at the prevalent rates at the time of payment.</p>
GCC 48.1	The currency of the Employer's country is: Pakistani Rupee (PKR)
GCC 49.1	The Contract is not subject to price adjustment.
GCC 50.1	The proportion of payments retained is: 10% of the Interim Payment Certificate and up to 5% of the Accepted Contract Price.
GCC 51.1	The liquidated damages for the whole of the Works are 0.09% per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the Accepted Contract Price.
GCC 52.1	No Bonus will be paid for the completion earlier than the Intended Completion Date.
GCC 53.1	The Advance Payments shall be: 10 percent of the Accepted Contract Amount and shall be paid to the Contractor no later than 42 days of the

	<p>issue of Letter of Acceptance or 21 days after submission of Advance Payment Guarantee, whichever comes later.</p> <p>Advance Payment guarantee shall be in the form of Unconditional Bank Guarantee issued by a scheduled Bank in Pakistan. In case of Foreign Bank, the guarantee should be counter-guaranteed by a scheduled Bank in Pakistan.</p>
GCC 53.3	<p>GCC 53.3 is replaced with the following</p> <p>The advance payment shall be repaid by deducting amortization rate of 20% after IPC amount accumulates to 10% of accepted contract price less provisional sum items.</p>
GCC 54.1	<p>An Environmental and Social (ES) Performance Security shall be provided to the Employer.</p> <p>GCC 54.1 is replaced with the following</p> <p>“The Performance Security and an Environmental and Social (ES) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC (for GCC 54.1).</p> <p>The Performance Security shall be issued by a Schedule bank of Pakistan acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The ES Performance Security shall be issued by a bank acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security and the ES Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.”</p>
GCC 54.1	<p>(a) <u>Performance Security – Bank Guarantee:</u></p> <p>The Performance Security amount is Ten Percent (10%) of the Accepted Contract Amount in Pak Rupees in the form of Unconditional Bank Guarantee issued by a scheduled Bank in Pakistan. In case of Foreign Bank, the guarantee should be counter-guaranteed by a Scheduled Bank in Pakistan.</p> <p>(b) <u>Environmental and Social (ES) Performance Security – Bank Guarantee:</u></p> <p>The Environmental and Social (ES) Performance Security amount is One percent (1%) of the Accepted Contract Amount in Pak Rupees in form of Unconditional Bank Guarantee issued by Scheduled Bank in Pakistan.</p>
E. Finishing the Contract	
GCC 57.1	<p>Following shall be added in the end after the wording “Works is completed”.</p>

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	“to his satisfaction, all specified tests have been satisfactorily performed and necessary documents have been submitted by the Contractor”.
GCC 60.1	Not Applicable
GCC 60.2	Not Applicable
GCC 61.2 (g)	The maximum number of days is: 112 .
GCC 62.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is: Twenty percent (20%) .

SECTION – X
CONTRACT FORMS

Section X - Contract Forms (CF)

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Notification of Intention to Award

For the attention of Bidder's Authorized Representative

Name: _____

Address: _____

Telephone/Fax numbers: _____

Email Address: _____

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

Notification of Intention to Award

Employer: _____

Project: _____

Contract title: _____

Country: _____

Loan No. /Credit No. / Grant No.: _____

RFB No: _____

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:	
Address:	
Contract price:	

2. Other Bidders

Name of Bidder	Bid price	Evaluated Bid price (if applicable)

3. Reason/s why your Bid was unsuccessful

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on _____.

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: _____

Title/position: _____

Agency: _____

Email address: _____

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

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, _____.

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

Attention: _____

Title/position: _____

Agency: _____

Email address: _____

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have

requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)\[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005\]](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [\[http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework\]](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework) provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

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

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on _____.

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 as stated in Section 4 above.

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

Details of beneficial ownership

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

OR

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

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

OR

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

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

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

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

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

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

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

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

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

Letter of Acceptance

[Letterhead paper of the Employer]

[date]

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

Subject: [Notification of Award Contract No].

This is to notify you that your Bid dated *[date]* for execution of the *[name of the contract and identification number, as given in the PCC]* for the Accepted Contract Amount of *[amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form and the ES Performance Security Form, included in Section X - Contract Forms, of the bidding document.

[Choose one of the following statements:]

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

[or]

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) the Letter of Acceptance
 - (ii) the Letter of Bid
 - (iii) the addenda Nos _____(if any)
 - (iv) the Particular Conditions
 - (v) the General Conditions of Contract, including appendix;
 - (vi) the Specification
 - (vii) the Drawings
 - (viii) Bill of Quantities; and
 - (ix) any other document **listed in the PCC** as forming part of the Contract;
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

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

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

Performance Security - (Bank Guarantee)

Beneficiary: _____

Date: _____

PERFORMANCE GUARANTEE No.: _____

Guarantor: _____

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) ***[The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary]***, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2... ***The Guarantor agrees to a one- time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee***, 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)]

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

ES Performance Security

ES Demand Guarantee

Beneficiary: _____

Date: _____

ES PERFORMANCE GUARANTEE No.: _____

Guarantor: _____

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) **[The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary]**, 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 Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2... **The Guarantor agrees to a one- time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee**, 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)]

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

Advance Payment Security

Demand Guarantee

Beneficiary: _____

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

Guarantor: _____

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (_____) 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 _____ (_____) **[The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer]** 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.

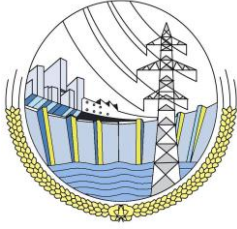
A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____.

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__ **The Guarantor agrees to a one- time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee**, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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



PAKISTAN
WATER AND POWER DEVELOPMENT AUTHORITY

DASU HYDROPOWER PROJECT

LOCAL AREA DEVELOPMENT PROGRAM

BIDDING DOCUMENT

NCB NO: PK-DASU-548192-CW-RFB

PROCUREMENT OF SMALL WORKS
REHABILITATION AND IMPROVEMENT OF THOOTI TO
KHOWAR ROAD (5.3 KM)

Volume 2
Section VII
WORKS REQUIREMENTS

Volume 2

- General Specifications
- Technical Specifications

GENERAL MANAGER/ PROJECT DIRECTOR
DASU HYDROPOWER PROJECT
DASU, PAKISTAN
JULY 2026

BIDDING DOCUMENTS

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- **Works Requirements (Section VII)**
- **Conditions of Contract and Contract Forms (Section VIII to X)**

Section I.	- Instructions to Bidders (ITB)
Section II.	- Bid Data Sheet (BDS)
Section III.	- Evaluation and Qualification Criteria (EQC)
Section IV.	- Bidding Forms (BF)
Section V.	- Eligible Countries
Section VI.	- Fraud and Corruption
Section VII.	Works Requirements (Detail in Volume 2 of this document)
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Volume 2 – Works Requirements

Volume 2	
Section VII.	- General Specifications
	- Technical Specifications

VOLUME 2

Works Requirements (Section VII)

Volume 2

- **General Specifications**
- **Technical Specifications**

Volume 2
GENERAL SPECIFICATIONS

DASU HYDROPOWER PROJECT

REHABILITATION AND UPGRADATION OF THOOTI TO KHOWAR ROAD

GENERAL SPECIFICATIONS

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Rehabilitation and Improvement of Thooti to Khowar Road
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Abbreviations

Wherever in these specifications or in other contract documents the following abbreviations and terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

AASHTO	American Association of State Highway and Transportation officials
ASTM	American Society for Testing of Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
CESMM	Civil Engineering Standard Method of Measurement
BS	British Standard Code of Practice
ACI	American Concrete Institute
FHWA	Federal Highway Administration
PCA	Portland Cement Association
Wt.	Weight
lb.	Pound
AWS	American Welding Society
Gallon	U.S. Gallon
In.	Inch
JMF	Job Mix Formula
ft.	Foot
Yd.	Yard
L	Litre
mm	Millimetre
cm	Centimetre
m	Meter
km	Kilometre
m ²	Square Meter
cm ²	Square Centimetre
m ³	Cubic Meter
ha	Hectare
kg	Kilogram
Ton	Metric Ton (1000 kg)
°C	Degree Centigrade
°F	Degree Fahrenheit

GENERAL SPECIFICATIONS

1. GENERAL

1.1 REFERENCE TO OTHER SPECIFICATIONS

Throughout the Specifications and Schedules references are occasionally made to other Sections. All such references are intended solely for the convenience of those using the documents, and the absence of a reference in no manner excludes the application of every other part in the Specifications which may, in the opinion of the Project Manager, have any bearing upon the point in question. The Contract Documents shall be read and applied as a whole.

2. SCOPE OF WORKS UNDER THE CONTRACT

The project is to construct the Rehabilitation and Improvement of Thooti to Khowar Road in order to facilitate the local residents.

The scope of work for Rehabilitation and Improvement of Thooti to Khowar Road include topographic survey, which are appropriate ones to be fitted to the proposed site location. Preparation of construction stage drawings, Rigid Pavement, Protection Works i-e (Retaining/Breast Wall) and Flood protection structures like culvert and causeways and all allied works in the scope of project works as per Tender drawing and Standard specifications.

3. LOCATION AND ACCESS TO THE SITE

(1) Thooti to Khowar Road

Kandia is a tehsil located in the Upper Kohistan District of Khyber Pakhtunkhwa, Pakistan. It consists of five union councils: Karang, Thoti, Kareen, Jashoi and Gabriel. Thooti to Khowar road is located in Kandia valley Tehsil Thooti. Thoti union council is also known for its tourism. The Thooti to Khowar road is 8 km away from KKH.

4. FACILITIES PROVIDED BY THE EMPLOYER

The Contractor shall be fully responsible for extending, expanding or upgrading any facility provided by the Employer as the Contractor considers to be necessary, and subject to the Project Manager's consent, including any additional maintenance which this may require. This responsibility shall include liaison with the relevant authorities and bearing all respective charges without additional payment.

In all cases the Contractor shall take all necessary precautions to ensure that the facilities are used in a proper, controlled and orderly manner and that resources supplied are not wasted.

5. FACILITIES AND SERVICES PROVIDED BY THE CONTRACTOR

5.1 GENERAL

The Contractor shall provide in timely and maintain the facilities and services specified in this clause for the execution of the Contract.

If a facility is maintained and operated by the Contractor, all of the Contractor's charges for such maintenance and operation shall be deemed to be included in the rates and prices in the Bill of Quantities, unless otherwise provided for in the Contract. The Contractor shall at the end of the Contract, dismantle and remove from the Site all buildings and related facilities.

The Contractor shall then submit to the Project Manager for consent detailed drawings with supporting calculation, programmes and proposals for each of the facilities to be established by the Contractor under this Clause, at least twenty-eight (28) days before each such facility is to be established.

The Contractor shall be responsible for keeping all areas of the Site for which he is responsible, including temporary facilities, buildings, services, etc., in a neat, clean, sanitary and orderly condition and to the satisfaction of the Project Manager at all times.

After dismantling and removing from the Site all buildings and related facilities provided, which are no longer required as agreed by the Project Manager, the Contractor shall reinstate the ground to the satisfaction of the Project Manager.

The Contractor shall provide at his own expense all professional, administrative, supervisory and technical staff and all labour, communications, chemicals, test equipment, transport, plant, equipment, materials, furniture, tools, instruments, fuel spare parts and the like required for the proper and efficient operation of the services.

5.2 SITE AND ROADS

The Contractor is fully responsible for his own access and when he uses public roads, he shall observe regulations stipulated by relevant authorities concerned.

Any activities, such as obtaining permission for entering for surveying and investigation, land acquisition and compensation, and construction of the roads which access to borrows, spoils, stockpiles, etc. located outside the Project boundary shall be made at full responsibility and cost of the Contractor.

The Contractor shall be responsible for the construction and maintenance of access to all areas of the Site, to all Site offices, and for all haulage and other construction accesses required for carrying out the Works. These accesses shall be treated to avoid any dust nuisance, graded monthly and maintained whenever necessary or as directed by the Project Manager.

When temporary construction roads constructed by the Contractor are no longer required the Contractor shall, unless otherwise approved or directed by the Project Manager, plough to break up hardened surfaces, remove all imported material and reinstate the surface to the satisfaction of the Project Manager. Unless otherwise specified, no separate payment will be made for Access on Site.

The Contractor shall also independently liaise with local traffic authorities, including Traffic Police for specific permits or approvals for transport of particular items of goods, materials, oversized or heavy loads which may require special escort or speed restrictions.

5.3 UTILITIES SUPPLY

The Contractor shall be fully responsible for the provision of electricity, water, gas and other services he may require for the performance of the Contract.

5.4 CONTRACTOR'S RESIDENTIAL AREA

The Contractor shall provide and maintain associated facilities like Power Supply, Water Supply System, Sewerage System, Road Network, telecommunication, camps for his residential area.

Construction details shall be to the approval of the Project Manager with materials and workmanship in conformance with the appropriate specifications and code of practice.

The Contractor shall be entirely responsible for the design, provision, construction, maintenance and removal of all accommodation and related facilities within the accommodation area proposed for such use by the Contractor.

Any generator plant for power supply shall be adequately silenced and located so as to keep the noise level at the nearest housing or office area below 65 dB.

The Contractor shall provide, operate and maintain a potable water supply for the

duration of the Contract and shall provide connections and reticulation for potable water to his own facilities. The quality of the potable water shall comply with the World Health Organization (WHO) quality criteria.

The Contractor shall also make all arrangements necessary for the distribution of potable water for the due fulfilment of the Contract to his various offices, buildings and other Site facilities. For each such facility, this supply shall be maintained for the duration of the work or use of the area.

5.5 LIGHTING

Night working shall only be undertaken upon the specific approval of the Project Manager. The Contractor shall provide and maintain in good condition, adequate high powered flood lighting for all portions of the work on which he is occupied, as approved by the Project Manager.

If, in the opinion of the Project Manager, the resulting illumination is not adequate for the safe and efficient execution of the work, additional lighting shall be provided by the Contractor without additional payment. Failing this further such work will be prohibited until the lighting is satisfactory. All lights will have shades on them directing light to ground and not allowing light escape to sky to protect migratory birds from mis-navigation.

5.6 MEDICAL FACILITIES & FIRST AID

The Contractor shall provide, maintain and operate a First Aid station at or close to the areas of the Site where most of the work is being carried out. The First Aid post shall be suitably equipped with medical supplies and at minimum one of the Contractor's employees at each working area Sites shall retain a first aid qualification.

The Contractor shall designate one or more qualified staff experienced in construction projects to supervise the first aid facilities, to control the implementation of the Health and Safety policy defined by the Contractor and consented to by the Project Manager.

The Contractor shall make arrangements to transfer cases to suitable hospitals or clinics whenever necessary.

The cost of providing medical facility and First Aid is deemed to be included in other work items.

5.7 FIRE CONTROL

The Contractor shall take all reasonable precautions against outbreaks of fire and ensure that a nucleus of persons trained in the use of fire-fighting equipment is available in each section of work on each shift.

The Contractor shall provide and maintain at the Site fire extinguishers at each working area.

No open fires will be permitted in working areas or elsewhere within the Contractor's control. Grass and other vegetation in the vicinity of all buildings shall be cut at regular intervals to reduce fire hazards.

In the event of a fire, the Contractor shall mobilise all nearby personnel, and shall do everything possible to extinguish the outbreak.

The Contractor will be deemed to have included for providing such fire control in his rates and prices.

5.8 SECURITY

The Contractor shall institute and operate an effective security system on a 24h/day

basis at all the areas comprising the Site. He shall co-operate with the local Police and comply with the Project Manager's requirements on all matters relating to Security of the Works and persons entering the Site. Such a system shall include appropriate identification procedures for all persons, vehicles, etc., entering and leaving.

The Contractor shall be responsible for providing and maintaining in proper operation the security system for the duration of the Contract, including personnel, equipment, access control buildings, guard shelters, turnstiles, barriers, identification systems, administration, management, etc.

The Contractor shall also institute emergency evacuation procedures at each working area. The Contractor shall also prevent firearms being brought on to Site.

The cost of providing security is deemed to be included in other work items.

5.9 PROGRESS PHOTOGRAPHS

Colour photographs showing the progress of the Works shall be taken by the Contractor at monthly intervals including ones taken from some constant views determined by the Project Manager or selected by the Contractor and agreed by the Project Manager. Digital camera with facility of time and date imprinted in picture to be used.

Photographs shall not be less than 120 mm x 80 mm and shall be inscribed with the location, taking date, identification number and title with a brief description. Four (4) prints of each photograph will be required to be submitted to the Project Manager each month as a part of the Monthly Progress Report. All negatives or a disk of CD in the case of digital photograph shall be numbered and kept on Site by the Contractor. On completion of the Works, the negatives or CDs shall be handed over to the Employer.

All such photographs, negatives, CDs shall be the property of the Employer.

5.10 ASSISTANCE FOR THE PROJECT MANAGER

The Contractor shall provide the Project Manager with such assistance as he may require during working hours at all times including weekends.

When so requested by the Project Manager the Contractor shall supply for the use of the Project Manager such equipment and facilities as the Contractor may have available, at Daywork rates or other rates to be negotiated as necessary. The Contractor shall also supply skilled labour, semi-skilled labour and unskilled labour for which there are payment items in the Bill of Quantities. Semi-skilled labour shall be deemed to include light vehicle drivers, survey assistants, checkers, messengers, cleaners, and the like.

5.11 TRANSPORT OF PERSONNEL

The Contractor shall be responsible for, and make provision for the safe vehicular transport of all personnel between their residences and their work areas, and vice versa. Personnel may only be transported on flatbed trucks or similar vehicles if acceptable side restraints and adequate seating is provided. Weather proof covers shall be used at all times. The prevention of overloading of vehicles shall be rigidly enforced by the Contractor and suitable crush barriers shall be provided at loading points.

Pedestrian access on road surfaces shall not be permitted and suitable sidewalks shall be constructed and clearly demarcated.

5.12 ENVIRONMENTAL MONITORING AND TESTING DURING CONSTRUCTION

Environmental monitoring and testing will be undertaken during the construction phase of the proposed sub-project. The results of analyses are compared with the National Environmental Quality Standards (NEQS). Unit of payment shall be in quantity of each sample according to unit rate tendered by the Contractor in the Bill of Quantities.

For Provisional Sum items, the Contactor shall be paid on the basis of amount specified against the respective item in the Bill of Quantities which amount shall be deemed to include all of the Contractor's costs incidental to providing and maintaining the specified obligation including, but not limited to, submission of the monthly monitoring report and proper implementation of the measures. Provided that if, in the opinion of the Project Manager, the monthly monitoring report is not submitted and/or proper implementation of the measures is not being provided then the project Manager may withhold payment until a satisfactory level of implementation is provided by the Contractor.

5.13 MEDICAL SCREENING FOR WORKERS

Medical screening of all the worker will be ensure to control the communicable disease of most concern during construction phase, like STDs such as HIV/ Acquired Immunodeficiency Syndrome (AIDS), COVID-19, will be prevented by successful initiative typically involving health awareness; education initiatives; training health workers in disease treatment; immunization program and providing health service. Unit of payment shall be in quantity of each worker according to unit rate of medical test tendered by the Contractor in the Bill of Quantities.

5.14 PROVISION OF SAFETY SIGNBOARDS, SAFETY CONES, WARNING TAPES ETC.

Provision of safety signboards, safety cones, warning tapes etc. will be ensured by the contractor at active construction site to reduce the OHS related issues to workers, visitors and local community.

The Contactor shall be paid on the basis of amount specified in the Bill of Quantities which amount shall be deemed to include all of the Contractor's costs incidental to providing and maintaining the specified obligation. Provided that if, in the opinion of the Project Manager, proper implementation of the measures is not being provided then the project Manager may withhold payment until a satisfactory level of implementation is provided by the Contractor.

5.15 MATERIAL STORAGE, HANDLING AND USE MANAGEMENT

The provision of tarpaulins, safe handling of chemicals and hazardous material, chemical encasement (if required) will be ensured by the contractors. Moreover, the inspected fire extinguishers will also be installed at these material handling areas to control any fire emergency.

The Contactor shall be paid on the basis of amount specified against the respective item in the Bill of Quantities which amount shall be deemed to include all of the Contractor's costs incidental to providing and maintaining the specified obligation. Provided that if, in the opinion of the Project Manager, proper implementation of the measures is not being provided then the project Manager may withhold payment until a satisfactory level of implementation is provided by the Contractor.

5.16 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The provision of dust masks, safety shoes, helmet, jackets, safety goggles, gloves, first aid box, ear plugs will be ensured to each worker and visitor at site by the contractor to reduce the OHS related issues to workers and visitors.

The Contactor shall be paid on the basis of amount specified in the Bill of Quantities which amount shall be deemed to include all of the Contractor's costs incidental to providing and maintaining the specified obligation. Provided that if, in the opinion of the Project Manager, proper implementation of the measures is not being provided then the project Manager may withhold payment until a satisfactory level of implementation is provided by the Contractor.

5.17 ENVIRONMENTAL TECHNICAL ASSISTANCE AND TRAINING PLAN

An Environmental and Technical Assistance Program (TAP) is to be carried out before the implementation of the project. Environmental awareness and appropriate knowledge of environmental protection is critical to the successful implementation of the ESMMP. A suitable training program will be implemented by the contractor to train the staff who will be involved in the construction phase of the subproject. The cost of providing TAP is deemed to be included in other work items.

5.18 TREE PLANTATION

To enhance the environmental sustainability and as an enhancement measure, trees will be planted by the contractor. The trees will be planted in nearby areas which will be suitable for the local species. The contractor shall ensure the participation of local forest department for this activity. The cost of providing tree plantation is deemed to be included in other work items.

6. CONSTRUCTION MATTERS

6.1 CONTRACTOR'S METHODS AND MATERIALS

Unless otherwise confirmed in writing, acceptance of the Bid will not signify acceptance of the Contractor's Equipment, proposed methods of construction, Temporary Works or materials, nor will it in any way relieve the Contractor of any of his responsibilities under the Contract. Further it will not be accepted as a basis for claiming additional compensation where the proposed methods of construction or the proposed materials do not comply with the Specifications and/or for reasons of inadequacy or of non-viability are not capable of fulfilling the Contract in accordance with the specifications or the Contract Programme.

The Specifications deals with the quality of materials, workmanship, etc. but the actual methods of construction are not generally specified. The construction of the Works will involve dealing with a number of special engineering problems. The accuracy of the Works, the high standard of workmanship demanded under the Specifications, the safety of the workmen employed and the speed of construction will depend on the correct handling of these problems by the Contractor. Although responsibility for these matters' rests with the Contractor, it is essential that there shall be full liaison between him and the Project Manager with regard to construction methods and materials to be employed.

Unless otherwise directed, the Contractor shall submit to the Project Manager for consent full details concerning the methods, equipment and materials proposed for each section of the work or installation. These shall be referred to as Method Statements and the details as necessary and confirmed to the Project Manager not later than twenty-eight (28) day before the programmed commencement of work in the area concerned. Initial activities shall be based on as agreed in writing by the Project Manager.

The Project Manager will consent to or comment on the proposals within twenty-one (21) days of receipt.

The Project Manager's consent will not be unreasonably withheld provided the methods, equipment and materials proposed may be expected to produce an acceptable end result, but any approval, consent, acceptance, agreement, etc. by the Project Manager shall not relieve the Contractor of his responsibilities for safety, adherence to the programme, compliance with the Specifications and Drawing or any other requirements in fulfilment of the Contract.

After operations have been commenced, it is possible that modifications to the construction methods originally agreed upon will be found desirable and such

modifications will be made from time to time by agreement in writing between the Project Manager and the Contractor, and subject to the Project Manager's approval. The Project Manager's approval on the Contractor's method statement and/or the revised method statement during construction stage shall not release the Contractor from his obligation and responsibilities under the terms and conditions of the Contract.

If, however any equipment, appliances, types or quality of Temporary Works such as scaffolding, forms, safety provisions, etc., are in the opinion of the Project Manager, either unsafe or unsuitable for accurate and efficient construction, the Project Manager will instruct the Contractor to replace or modify the item or items concerned, whether or not the Contractor is in agreement with such opinion, and the Contractor shall forthwith make the required alterations without any additional payment and claim.

The Contractor shall remedy at his own costs any damages to or defects in any parts of the Works which are attributed to the Contractor's construction method, equipment, materials and workmanship, in accordance with the Contract and the Project Manager's instructions.

The Contractor is totally responsible for all costs associated with locating, establishing and operating his own Quarry Site as a source of all site requirements for stone and aggregates etc.

Where an alternative design is initiated by the Contractor, he shall be responsible for timely obtaining any required design criteria from the Project Manager as necessary.

6.2 PROGRAMMING REQUIREMENTS

6.2.1 General

The preparation of up-to-date programmes which are realistic and adequately detailed and upon which the requirements for the issue of drawings for the Project Manager's approval will be based and progress monitored is a primary requirement of this Contract. To achieve this, the Contractor shall employ adequate support staff and systems who will be responsible for the preparation and updating of programmes and progress reports.

6.2.2 Bid Construction Schedule

The Bidder shall submit a programme (Form TP-4) to define the duration of construction of the various sections of the Works and shall take into account any non-working days. Such programme shall be designated the «Bid Construction Schedule».

The Bid Construction Schedule shall be based on the Contractor's own comprehensive plan, programme and resource usage with appropriate development of method statements for construction of the Works. The Contractor shall ensure that the Bid Construction Schedule meets the requirements of the Contract notwithstanding anything that may be indicated in or inferred from the Project Manager's Programme. The Bid Construction Schedule shall be based on network logic relationships between activities. The programme shall be computerised, using Microsoft Project, Primavera or equivalent conventional construction planning computer software suitable for use on a PC.

The entire programme shall be suitable for future expansion by addition of more detailed programme activities for construction of the Works, for monitoring progress and changes therein, planning of critical activities and generation of progress and planning reports during execution of the Works.

6.2.3 Contract Programme

The detailed programme to be submitted pursuant to Clause 30 of the Conditions of Contract shall be based on updating and expanding the Bid Construction Schedule and

shall be designated with the title of «Contract Work Execution Programme» and revision number with date.

The submission shall include as a minimum of:

1. The network drawing,
2. Tabular listings of early starts and finishes, late starts and finishes, free and total floats,
3. Computer generated bar charts,
4. Periods required for work carried out by sub-contractors,
5. Information on shutdown periods, vacation day and other non-working time periods, and
6. Schedule of equipment and plant and manpower mobilisation schedule.

Until such time as the Contract Programme has been accepted by the Project Manager, all work shall be executed and monitored against the Bid Construction Schedule.

The Contract Programme shall clearly show the interrelationship of all activities in the programme. In addition, resource statements including labour and equipment types and numbers and planned outputs shall be submitted to substantiate each activity duration. The Contractor shall also submit excavation and construction summation graphs for each section of the Works against which progress will be monitored.

The format of all outputs and reports from the Contract Programme shall be as agreed with the Project Manager.

During execution of the Contract, the Contractor shall monitor the construction activities relative to the Contract Programme (or the Bid Construction Schedule, as applicable) and shall submit a report detailing the results of the monitor on a monthly basis as a part of the Monthly Progress Report. All variances from said programmes (as applicable) shall be promptly reported and the future impact of such variances shall be determined and analysed by the Contractor, using network logic, and necessary corrective measures established, subject to the consent of the Project Manager, but it shall not release the Contractor from his obligation and responsibility of the Contract under the terms and conditions of the Contract.

6.2.4 Progress Meetings

The Contractor will be required to attend regular site meetings with the Project Manager where the progress of construction will be reviewed. Such meetings will normally be held monthly and may be attended by representatives of the Employer.

The Contractor shall also attend weekly meetings with the Project Manager and provide prior to each meeting as required by the Project Manager detailed programmes showing separately the various activities of the Contractor anticipated over the forthcoming two-week period as well as the progress achieved over the preceding week relative to the programme applicable to that period.

The minutes of the meetings shall be prepared by the Project Manager and shall be deemed, after approval by the other participants, to be written confirmation of the declarations, instructions and decisions taken during the meeting.

6.3 QUALITY MANAGEMENT

6.3.1 System and Procedures

The Contractor shall be solely responsible for the quality and testing of materials, workmanship and production processes in the Contract.

To this end the Contractor shall institute and operate a Quality Management plan, in order to satisfy the specifications relevant to each operation pursuant to the Works in terms of the Contract which details:

1. Quality control procedures
2. Personnel responsibilities
3. Procurement procedures
4. Testing procedures
5. Equipment and calibration
6. Frequency testing, calibration, etc.
7. Hold points in production for inspection
8. Rejection and rectification procedures
9. Documentation and communication

6.3.2 Approval of System

Within twenty-eight (28) days after the Start Date of Work and based on the general outline and any amendments thereto requested prior to acceptance of the Bid, the Contractor shall submit comprehensive details of the systems as proposed, making use wherever possible of diagrams, charts, organograms, etc. in preference to lengthy description, all for the approval of the Project Manager. Such details shall be updated from time to time as appropriate or as directed by the Project Manager.

The Contractor shall commence the operation of the Quality Management plan without delay and in accordance with the Project Manager's approval of the general outline and documentation examples as accepted with the Bid and shall thereafter modify the system, from time to time in accordance with the further details as approved by the Project Manager.

6.3.3 Provision of Materials and Equipment

1. All materials and equipment intended to be incorporated in the Works shall be subject to approval by the Project Manager prior to order by the Contractor.
2. No Plant or part thereof shall be shipped to the work site before it has been approved by the Project Manager.

3. Proprietary Brands:

Where the Specification refers to materials of a particular brand name the Contractor may offer an equivalent for the Project Manager's approval but the Project Manager is under no obligation to accept the alternative and no claims will be entertained if the alternative is not accepted.

4. Testing of Materials

Unless otherwise stated in the Specifications or accepted by the Project Manager, all testing shall be carried out and interpreted in strict accordance with the methods specified in the relevant AASHTO / ASTM Standards or other international or national standards specified in the Technical Specifications or approved by the Project Manager.

6.3.4 Competence of Workmen

The competence of personnel required to undertake operations involving particular skills, affecting the quality of the Works, shall be demonstrated to the Project Manager. Suitable means of identification of different skills and training levels of workmen by way

of badges or such like shall be instituted.

Workman shall only receive their practical training on those parts of the Works as agreed by the Project Manager.

6.3.5 Inspection

Whenever the regular period for carrying on work is to be changed, the Project Manager's consent shall be requested and the Project Manager shall be given notice in sufficient time, to rearrange staffing for proper inspection. The Project Manager shall be given notice of any other proposed changes to normal working times at the weekly progress meetings or as necessary to cope with emergencies.

6.4 APPROVAL OF MATERIALS AND EQUIPMENT

6.4.1 Submission of Samples and Data

The Contractor shall furnish all information as to quality, weight, constituent substances, dimensions, levels, strength and description of the materials, equipment and work, as may be designated by the Project Manager and which the Contractor proposes to incorporate in the Works, and shall give the Project Manager such other particulars as may be required.

Before placing any order for materials for incorporation in the Works, the Contractor shall submit to the Project Manager for information and consent the names of the firms supplying materials giving the origin, manufacturer's specification, quality, weight, strength and description. When requested, the Contractor shall provide such samples of the materials together with the manufacturer's test certificates as the Project Manager requires. The samples ordered or specified shall be delivered to the Project Manager on the Site, allowing sufficient time for the Project Manager to inspect and/or test the samples before the material is required in the Works. The Project Manager may request the Contractor to execute such tests on the submitted samples without separate cost.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's instructions.

Items submitted shall be properly labelled to indicate the Project Contract number, Contractor's source of supply, manufacturer Contract Item number, and other data required by the Specifications.

The results of the tests shall generally indicate:

1. Sample identification numbers.
2. Sample origin.
3. Part of the Works represented by the sample.
4. Sampling date.
5. Description of tests with reference to the relevant standards.
6. Test results.
7. Date of tests.
8. Reference of laboratory undertaking the tests.
9. Conclusion (Satisfactory or Unsatisfactory).

6.4.2 Certificates of compliance

In the case of standard labelled stock products of standard manufacture material which have a record of satisfactory performance in similar work over a period of not less than

two (2) years, the Project Manager may accept a statement from such manufacturer attested by the certified laboratory certifying that the product conforms to the applicable Specifications.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's instructions.

In the case of materials for which such practice is usual, the Project Manager may accept the manufacturer's certified mill and laboratory certificate.

If a demonstrable satisfactory service record is available for a material, certain specified tests may be waived by the Project Manager.

The Project Manager may accept a certificate from a commercial testing laboratory, satisfactory to him, certifying that the product has been tested within a period acceptable to the Project Manager and that it conforms to the requirements of the Specifications.

The Contractor shall provide to the Project Manager a list of Sub-Contractors and vendors with whom orders are to be placed for materials or equipment which will be incorporated directly into the work of the Contract.

Copies of material or equipment orders and list of stock material or equipment shall be provided to the Project Manager. All orders and stock lists shall state the Standard Specification under which the material is to be furnished, pertinent drawing and part numbers if any, and the required delivery date, and shall state that the material is subject to inspection and testing by the Project Manager.

6.4.3 Acceptance of materials

The approval by the Project Manager of any material or equipment shall in no way relieve the Contractor of any of his responsibilities for meeting all of the requirements of the Specifications and shall not prevent subsequent rejection if such material or equipment is later found to be defective or not conforming to the Specifications.

6.5 CONTRACTOR'S RETURNS

Records and returns shall be reported to the Project Manager in a format acceptable to the Project Manager.

6.5.1 Weekly Report

The Contractor shall keep accurate records detailing work carried out for the Works and shall submit them as Weekly Report to the Project Manager prior to the weekly progress meeting as required by the Project Manager or at such other times as the Project Manager may require. The records shall include the following for each section of the Works separately in sufficient detail to establish the man-hours and equipment-hours expended:

1. Extent of work done,
2. The number of each category of workmen and supervising staff,
3. The numbers and types of Contractor's Equipment used,
4. The duration and cause of any significant delays due to breakdown of any Contractor's Equipment,
5. Any other events relevant to progress of the Works.

Notwithstanding the foregoing, the Project Manager may employ members of his own staff to record some or all of the above data in addition to the Contractor's records. The Contractor shall also provide such further information as may be requested by the

Project Manager.

6.5.2 Monthly Progress Report

The Contractor shall submit Monthly Progress Report at the beginning of each following month presenting the records and issues with respect to each month in question. The monthly report shall be comprehensive for the progress reported period and should only consist of a consolidated summary of the previous work carried out, avoiding repetition of the details already provided during the previous monthly progress reports. The contents of the Report shall include, but not limited to the following items and details:

1. Record of major events in the execution of the Works including Temporary Works together with monthly construction progress photographs.
2. The Contractor's latest organization and change from previous month, if any.
3. Schedule of current number of all staff on Site for each category showing increase and decrease from the previous month.
4. List of equipment currently owned on Site showing increase and decrease from the previous month.
5. Principal materials consumed, ordered and being stocked on Site.
6. Plant operation records.
7. Delivery or removal plan of equipment during the following month.
8. Record of accident(s) with number and descriptions.

The reporting forms of each item shall be subject to the prior agreement of the Project Manager.

6.5.3 Daywork and Similar Records

In accordance with Clause 55 of the Conditions of Contract records shall be kept daily of labour, materials and equipment where there is an agreement to pay by Dayworks. Such records shall be valid only when signed by the Contractor and the Project Manager.

In cases where there is any dispute or uncertainty on payment procedure, sheets of work records shall be prepared by the Contractor and signed daily by both the Contractor and the Project Manager as an agreed record of work done provided that such records shall not imply any commitment concerning payment. These sheets shall be annotated «For record purposes only».

7. STANDARDS, TECHNICAL DOCUMENTS SUBMISSION AND APPROVAL

7.1 STANDARDS

Abbreviations and definitions, standard codes for sampling and testing and frequency of testing has been described in detail in Technical Specifications.

Except if otherwise specified, where such standards are mentioned, the latest revision or edition on the 28 day before Bid Submission shall apply.

When the Contract Documents contain particular specification or more restrictive specification than required in Standards and Codes listed above, the Contract Documents will always prevail.

In case of lack of precise requirements in the Specifications and even if no reference to any standard listed in Technical Specifications, these standards shall be used as a reference.

Where requirements are specified by reference to a standard, it is not the intention to restrict the requirements solely to that standard. The Contractor may propose to the Project Manager an equivalent standard other than that specified, in which case he shall submit the proposed standard and all other information required and shall submit written proof that his proposed standard is equivalent in all significant respects to the standard specified. All submissions shall be made in English language.

If required, the Contractor shall supply a copy of these standards and regulations in English language.

Where a manufacturer is named in the Specifications, other manufacturers' products will also be acceptable, provided that the designated material or workmanship is of equivalent or better.

7.2 TECHNICAL DOCUMENTS

7.2.1 Bid Drawings

The Bid Drawings referred to in the Specifications are those listed in Volume 2(b) "Drawings".

7.2.2 Construction Design Reports

In order to prepare the Construction Drawings to be used for actual construction or ordering materials, the Contractor shall carry out the Construction Design and submit the Construction Design Reports which shall include design calculation sheets with all formulas, standards, test results, basic assumptions and design criteria used for the design to Project Manager for his approval.

The Project manager reserves the right to request the Contractor additional documents as may be required for proper understanding.

7.2.3 Construction Drawings

"Drawings" referred to in the Specifications shall mean all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Project Manager.

After award of the Contract, the Construction Drawings shall be prepared by the Contractor for construction on the basis of the Bid Drawings by applying AutoCAD. One (1) set of A3 size prints of drawings with signature of the Contractor's authorized person(s) together with an electronic soft copy from time to time in accordance with the drawing schedule mutually agreed.

The Permanent works shall be executed in accordance with the Construction Drawings.

The Contractor shall be responsible for assuring the adequacy of all part of the Works with respect to loading which might occur during construction and shall supply calculation notes and drawings for any necessary falsework, support, strengthening as may be required by the Project Manager.

Where the Contractor's Equipment and Temporary Works may have an effect or impose forces on any part of the Permanent Works, the Contractor shall submit in advance details for approval of such items, including the magnitude and direction of such forces, together with any other special construction requirements.

7.3 TECHNICAL DOCUMENTS SUBMISSION

7.3.1 General

All Drawings and Documents to be submitted by the Contractor (if any) for the Project Manager's approval shall be in English language, and all dimensions shall be in Metric system. Symbols shall be in accordance with approved Standards. All Drawings submitted for approval shall conform to ISO paper sizes A0 to A4. Title block and numbering shall be of approved by the Project Manager. Design reports, calculations, specifications, lists, manuals and other documents shall be prepared in A4 size.

7.3.2 Drawings and Documents to be submitted

The Contractor shall prepare and submit to the Project Manager the following Drawings and Documents for approval:

1. Construction Design Reports.
2. Master list of drawings and documents to be provided by the Contractor.
3. Construction Drawings including design calculation notes and other information as necessary of the Permanent Works pursuant to the specifications.
4. Drawings of construction facilities as required for the fulfilment of the Contract in accordance with the Specifications.
5. Drawings of Temporary Works for the construction of Permanent Works.
6. Drawings of the performances in the construction of Permanent Works as necessary for showing the construction methods.
7. Detailed drawings of concrete reinforcement as well as bar bending and cutting list.
8. Shop drawings of miscellaneous metal works.
9. As-built drawings of all Permanent Works constructed, with the final quantity calculations for all items in the Bill of Quantities.
10. Other drawings necessary for the performance of each part of the Works in accordance with the Contract.

7.4 APPROVAL OF DRAWINGS AND DOCUMENTS

Detailed procedure for submission of the drawings and documents prepared by the Contractor for the Project Manager's approval and the approval of the Project Manager to those drawings and documents shall be in accordance with the Conditions of Contract.

All materials ordered, or works performed, prior to the approval of the relevant designs shall be at the Contractor's risk.

The Contractor shall bring to the attention of the Project Manager any variation in the Contract in the document submitted for approval.

All the drawings, details, bill of materials and any other information or documents furnished by the Contractor shall become the property of the Employer and shall be non-returnable. The Employer will have the right to use this property.

All correspondence shall be dated, numbered and distributed in accordance with a procedure agreed with the Project Manager.

8. HEALTH AND SAFETY

8.1 GENERAL

The Contractor shall take full responsibility for the prevention of unhealthy or unsafe conditions and practices and for the promotion of healthy and safe working practices at the Site, as such conditions and practices may affect his employees and any other persons while present at the Site, and nothing specified herein will relieve the Contractor of any obligation or responsibility whatsoever in this regard.

The Contractor shall provide suitable personal protective goods, such as but not limited to, helmet, footwear, gloves, ear protector, goggles, dust mask, hi-vis jacket to all workers. The Contractor shall conduct safety induction training before starting the work.

The Contractor shall maintain and submit to the Project Manager such records and make such reports concerning safety, health and welfare of persons and damage to property as the Project Manager may from time to time prescribe.

8.2 HEALTH AND SAFETY POLICY

Pursuant to Clause 18 of the Conditions of Contract the Contractor shall implement a Health and Safety Policy, which shall be in force throughout the duration of the Contract.

The arrangements for implementing the Health and Safety Policy shall be not less than those required by the Laws and Regulations of World Bank and Pakistan.

The Health and Safety Policy shall define

1. The duties of the Safety Officer and his deputy including the proportion of their working time to be spent on health and safety duties.
2. The arrangements in place to support and implement it. Such items as safety meetings, safe working procedures, occupational hygiene, and education and training shall be outlined.
3. The policy shall discuss active and on-going participation of employees in helping to achieve the objectives.
4. Notification, investigation and recording of accidents.
5. Code of practice to be used to ensure healthy and safe working conditions and the management of hazardous conditions.
6. The arrangements for the frequency and occasions of routine and special meetings of the Health and Safety Committee, the keeping of records, rights and access to information and the right to amend the committee constitution by the committee in agreement with the Project Manager.
7. The arrangements for disseminating information, training and supervision to ensure the codes of practices.

For the purpose of implementing the Health and Safety Policy, the Contractor shall constitute a duly empowered committee which shall convene monthly under the chairmanship of the Project Manager and which shall include, but not be limited to:

1. The Environment and Social (ES) Officer and his deputy
2. Representatives of supervisory staff
3. Representatives of the various categories of workmen

The composition of the committee shall be to the approval of the Project Manager. The Project Manager may order that a new committee be reconstituted if in his opinion the committee is not carrying out its duties with due diligence.

The Project Manager may at any time order that the Health and Safety Policy be altered completely or in part or may be added to. The Project Manager may also serve on the Contractor a Notice of Contravention of the Health and Safety Policy. Such a notice will specify the nature of the contravention, and the time limit for rectification. In the event of failure to comply with a Notice of Contravention the Project Manager may arrange for work to be done to rectify the cause or order removal or suspension of the offending persons from Site, as appropriate, at the Contractor's expense.

The Contractor may appeal to the Project Manager for modification of the terms of any Notice of Contravention before the expiry of the notice. Upon such appeal the Project Manager in his sole discretion may modify, withdraw or confirm the notice.

The Code of Practice shall be in accordance with the Contract and shall be based on a recognised standard and shall be of no less a standard than that of Safety and Health in Building and Civil Engineering Work of the International Labour Office (Geneva).

8.3 ENVIRONMENT AND SOCIAL (ES) OFFICER

The Contractor shall appoint ES Officer who shall be responsible for ensuring that the health and safety policy is adhered to. The ES shall graduate at least a bachelor course of environmental sciences/engineering and have experiences of minimum 03 years in health and safety works in construction. He or she shall obtain a vocational qualification issued by NEBOSH (National Examination Board in Occupational Safety and Health), IOSH (Institution of Occupational Safety and Health) or an equivalent institution.

The ES Officer or his deputy shall be available on a 24h/day basis and shall carry out regular and random checks of all parts of the Site where work is taking place.

Particular attention shall be given by the ES Officer to aspects such as, but not limited to, blasting procedures, removal of construction material, orderly storing and stacking of construction equipment and materials, personal protective goods and general cleanliness. In addition, the ES Officer shall accompany the Project Manager on weekly safety inspections of the Works and shall take due account of his requirements concerning matters of safety.

Payment for E&S shall be paid on the basis of Provisional Sum amount entered in the Bill of Quantities which amount shall be deemed to include all of the Contractor's costs incidental to providing and maintaining the specified E&S officer. Provided that if, in the opinion of the Project Manager may withhold payment until a satisfactory level of services of E&S officer is provided by the Contractor.

8.4 EPIDEMICS AND HAZARDOUS SUBSTANCES

In the event of any outbreak of illness of a highly contagious or epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government of Pakistan, or the local medical or sanitation authorities for the purpose of dealing with and overcoming the same. The Contractor shall carry out medical screening related to HIV/AIDS of all workers before start of works.

The Contractor shall identify and keep records of all hazardous equipment, materials, or other substances and any other health hazards in his undertaking of the Contract. Newly created hazards or new hazardous equipment, materials or other substances brought on to Site shall be added to the record. The Contractor shall draft new or adapt and modify existing codes of practice appropriate to the said hazards.

The Project Manager shall be granted access to such records at all times.

The Contractor shall conduct and document at least weekly inspections of the storage areas for equipment, transport vehicles and hazardous materials and substances, especially for spillages and leaks. The Contractor shall take adequate precautions and

make adequate provisions, to the satisfaction of the Project Manager, to prevent such spillages of toxic materials and substances from entering natural stream or areas outside the Site.

8.5 SAFETY OF PUBLIC

Where the Public could be exposed to danger by any of the Site activities, the Contractor shall provide suitable measures such as, but not limited to, blasting procedures, barrication of construction area, implementation of Environmental Code of Practices (ECPs) related to safety, flagmen, barriers and/or warning signs in English, Pashto, Shina and Urdu, all to the approval of the Project Manager.

8.6 STORAGE AND USE OF EXPLOSIVES

Blasting shall be avoided at the extent possible, but where it is unavoidable, proper precautions such as but not limited to, controlled blasting and sand bags/blasting mats shall be used to minimize dust emissions (and also to control fly rock) shall be taken by the Contractor for the protection of persons, the work, and property.

Explosives shall be stored, transported, handled and used in accordance with the best practice as approved by the Project Manager and in accordance with the provision of the law. The Contractor shall comply with all special rules and regulation that may be made by the authorities having jurisdiction, and the requirements of the Project Manager regarding construction and storage in magazines, precautions on blasting and the like. The Contractor will indemnify the Employer against all claims for damage caused by blasting.

Explosives and detonators shall not be transported in the same vehicle.

Explosives shall be stored in suitable magazines in approved location. Detonators shall be kept in a separate magazine. The magazine shall be plainly marked with large letters EXPLOSIVES-DANGEROUS in English, Urdu and any other relevant languages, and shall be locked and guarded at all times. Keys to unlock the magazines shall be kept only by magazine keepers. Each magazine shall have around it a cleared area suitably barricaded with a security fence.

Each magazine keeper shall be competent, trustworthy, and familiar with the handling, transportation, care, and storage of explosive and detonators, and shall be responsible for maintaining the cleared area around the magazine. No magazine keeper shall be allowed to work more than ten hours in any twenty-four-hour period and shall not be required or allowed to perform any other duty that will interfere with his duties as a magazine keeper.

8.7 WARNING OF BLASTING

The Contractor shall install and operate a siren of sufficient volume to be easily heard above the general site noise from all points within a radius of 1 km of surface blasts.

The Contractor shall present to Employer, the surrounding villages, police station and military office nearest to the site, a weekly schedule of his blasting operations in a written form. When the schedule will be changed, he shall inform the modified schedule to the same not later than twenty-four (24) hours before the first ignition of the day.

The Contractor shall submit details of his blasting procedures to the Project Manager for consent and shall ensure that such procedures are adhered to at all times.

8.8 PROVISION AND MAINTAINING OF PERSONAL PROTECTIVE GOODS FOR WORKERS

The payment will be made when those major personnel protective goods are provided

and serviceable:

- Helmet, footwear, gloves, ear protector, goggles, dust mask, etc.

Payment for maintenance and replacement of protective goods shall be paid on the basis of Provisional Sum amount entered against the respective item in the Bill of Quantities which amount shall be deemed to include all of the Contractor's costs incidental to providing and maintaining the specified PPE Worker. Provided that if, in the opinion of the Project Manager, proper safety policy and provision of adequate protective wears are not being provided then the Project Manager may withhold payment until a satisfactory level of implementation is provided by the Contractor.

9. ENVIRONMENTAL CONSIDERATIONS

9.1 GENERAL

This section of the General Specifications specifies the Contractor's particular environmental obligations.

Needless disfigurement of the amenities of the area as well as needless adverse effect on the environment during construction must be avoided and special care shall be taken by the Contractor to prevent permanent damage.

The Contractor shall conduct all operation in accordance with the measures mentioned in the checklist and Environmental Codes of Practice (ECPs).

Nullah/ streams shall be protected from direct or indirect spills of pollutants. In the event of a spill prompt action shall be taken to clear polluted or affected areas.

The Contractor shall be responsible for any compensation due or reinstatement in respect of any damage caused by the Contractor to areas outside the Site and no separate payment will be made in this regard.

The Project Manager will notify the Contractor in writing of any observed noncompliance with relevant laws, regulations and other elements of Contract. The Contractor shall, after receipt of such notice, inform the Project Manager of proposed corrective actions and take such actions, at his own cost, immediately when approved. If the Contractor fails to comply promptly, the Project Manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extension shall be granted to the Contractor for any such suspensions.

The Contractor shall provide and maintain at his own cost the personnel and facilities necessary for a fulfilment of the requirements of the Environment Protection.

9.2 ENVIRONMENTAL CODES OF PRACTICE (ECP)

The Contractor should be aware and inform his Site Employees that the contractor for the **“Rehabilitation and Improvement of Thooti to Khowar Road** shall be implementing and monitoring Environmental Codes of Practice on Site in compliance with the requirements of the World Bank Agreement. The same contractor shall also be responsible for preparing the Environmental Health & Safety Policy. Codes of Practice and Monitoring for the works as provided in Appendix A to General Specifications, for reference purpose only, shall be undertaken by the contractor. It includes:

- Waste Management
- Fuels and Hazardous Goods Management
- Water Resources Management
- Erosion and Sediment Control

- Air Quality Management
- Noise and Vibration Management
- Road Transport and Road Traffic Management
- Construction Camp Management
- Workers Health and Safety

The Contractor shall make his employees aware of the above-mentioned codes of practice. The ECPs will form the part of the contract documents and will be used as monitoring tool for compliance. It is mandatory for the contractor to include these ECPs in their subcontracts. Violation of the compliance requirements will be treated as non-compliance leading to the corrections or otherwise imposing penalty on the contractor. Contractor and subcontractors are requested to refer the checklist for likely environmental and social impacts of the subproject for further information on corrective actions.

9.3 SUBMITTALS

The Contractor shall submit the Environmental Health & Safety (EHS) Policy within twenty (20) calendar days after the Commencement Date. Any construction operation shall not begin until this policy has been approved by the Project Manager.

The approval by the Project Manager shall not relieve the Contractor of any of his responsibility for the Environment Protection pursuant to his construction operations. Furthermore, the Project Manager shall have the right to require the Contractor to improve the approved Environmental Policy whenever it is deemed necessary in the opinion of the Project Manager.

9.4 STAFF

The Contractor shall designate an Environmental and Social (ES) Officer to be responsible for implementation of ECPs and provision of checklist and communicate with the Employer and the Project Manager. The specialist should have relevant experience and fluent in the English language.

10. ARCHAEOLOGICAL / HISTORICAL SITE ACTIVITIES

The Contractor shall ensure that his work activities comply with Antiquities Act, 1975 of Pakistan and Clause 19 of the Conditions of Contract in case of accidental discovery of any historical or archaeological site/remains within or in the vicinity of the subproject area.

11. DEALING WITH WATER

11.1 GENERAL

Except as otherwise specified, Diversion, Dewatering and Care of Water, the Contractor shall bear all risks from water, whether from the main river, a local water course, an underground spring or any other source or cause.

The Contractor shall properly deal with and dispose of all water to ensure the Works are kept sufficiently dry at all times for their proper execution. For this purpose, he shall construct such Temporary Works as may be necessary to divert streams, rivers, sub-surface water and flood waters to minimise damage, inconvenience or interference. He shall also provide, operate and maintain in sufficient quantity such pumping equipment, pipes and other equipment as may be necessary. He shall also provide any sumps,

furrows, and other temporary works as may be necessary to minimise damage, erosion, inconvenience or interference. Such operations shall continue for the duration of the Contract and shall at all times be subject to the agreement of the Project Manager with regard to sufficiency of measures taken and environmental protection. All discharges of water to streams and river shall follow National Environmental Quality Standards (NEQS) of KPK.

11.2 SURFACE WORKS

11.2.1 Surface Excavations

The Contractor shall take all necessary steps to ensure that water entering any surface excavation does not endanger the stability of the surface excavation at any time. Fill and cut slopes shall be promptly repaired whenever damaged by surface water.

The Contractor shall ensure, at his expense, that no concentrations or accumulations of water occur either within or around or above the area of any open excavation which may affect the safety of the excavation.

If permanent slopes on which permanent or temporary protections are designated in the Drawings or instructed by the Project Manager and the Contractor fails to provide such protections after excavation of the slopes, any damages to the slopes by surface water shall be rectified and repaired by the Contractor at his own expenses.

The Contractor shall maintain excavations such that pounding of rain water is prevented by suitably sloping surfaces where possible and the construction of channel and sumps. Where excavations are not self-draining, sufficient pumps shall be installed to keep the water level in such sump 0.5 m below the lowest excavated surfaces for as long as required for construction of the Works. Standby pumps and generators shall be readily available in case of breakdowns.

11.3 WATER CONTROL DURING CONCRETING

All water which would flow into an area to be concreted shall be diverted clear of the area. Water arising within the area to be concreted shall be dealt with and piped clear of the area as directed by the Project Manager.

12. DEALING WITH AIR, NOISE AND VIBRATION

The Contractor shall perform his equipment operation and activities or processes with appropriate methods to control, prevent or otherwise minimize a discharge of air contamination.

Dust particles pursuant to production and preparation of materials shall be controlled at all times. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, spoil areas, and other work areas within or outside the Site free from particulate which would cause a hazard or a nuisance to persons and/or damage crops, orchards, cultivated field and dwellings. A discharge of dust into the atmosphere shall be controlled during excavation processing, handling and storing cement and concrete aggregates by sprinkling of water on land.

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise, vibration and/or other disturbances. The Contractor shall indemnify the Employer from any liability for damages due to noise, vibration and/or other disturbances caused by his construction operations and also from all claims relating to such liability. The construction works producing a high level of noise and/or vibration shall be performed only at time and places approved by the Project Manager.

Equipment and vehicles shall be maintained and operated at all times in such a condition as not discharge excessive exhaust gases due to poor engine adjustments or other inefficient operating conditions. The Contractor shall likewise ensure that all equipment and machinery are in proper working condition so as to minimize the amount of noise and vibration generated. The Project Manager may require, at his discretion, the Contractor to replace any equipment, machinery or vehicles emitting excessive exhaust gases, noise and/or vibration.

Odours shall be controlled by the Contractor at all times for any construction activity, processing and preparation of materials.

13. INSURANCE AGAINST INJURY TO PERSONS AND DAMAGE TO PROPERTY

The contractor shall insure against injury to persons and damage to property (Third Party Liability) including that of Employer arising out of execution of works or in carrying out the contract in accordance with Clause 13 of Conditions of Contract.

Payment for Insurance against injury to persons and damage to property shall be paid on the basis of Provisional Sum amount entered in the Bill of Quantities which amount shall be deemed to include all of the Contractor's costs incidental to providing and maintaining the specified Worker. Provided that if, in the opinion of the Project Manager, proper implementation of the measures is not being provided then the project Manager may withhold payment until a satisfactory level of implementation is provided by the Contractor.

14. INSURANCE FOR WORKS & CONTRACTOR'S EQUIPMENT

The Contractor shall insure in the joint names of the Employer and the Contractor against all loss or damage from whatever cause arising, in accordance with Clause 13 of Conditions of Contract and in such manner that the Employer and the Contractor are covered for the period stipulated in particular conditions and also covered during Defect Liability Period for loss or damage arising from a cause, occurring prior to commencement of Defect Liability Period.

Payment for Insurance for works and contractor's equipment shall be paid on the basis of Provisional Sum amount entered in the Bill of Quantities which amount shall be deemed to include all of the Contractor's costs incidental to providing and maintaining the specified Worker. Provided that if, in the opinion of the Project Manager, proper implementation of the measures is not being provided then the project Manager may withhold payment until a satisfactory level of implementation is provided by the Contractor.

15. INSURANCE FOR CONTRACTOR'S PERSONNEL

The Contractor shall insure his personnel under Clause 13, insurance for Contractors' personnel, against Liability for claims, damages, losses and expenses arising from injury, sickness, disease or death of Contractor's Personnel and also cover the Employer and the Project Manager against such Liability of the Contractor.

Payment for Insurance for contractor's personnel shall be paid on the basis of Provisional Sum amount entered in the Bill of Quantities which amount shall be deemed to include all of the Contractor's costs incidental to providing and maintaining the specified Worker. Provided that if, in the opinion of the Project Manager, proper implementation of the measures is not being provided then the project Manager may withhold payment until a satisfactory level of implementation is provided by the Contractor.

16. PRICE ADJUSTMENT

Payment for the Provisional Sum items listed in the Bill of Quantities and Price Schedules will be made in accordance with the requirements of GCC Sub Clause 49, Provisional Sums, of the General Conditions of Contract.

The Contactor shall be paid on the basis of amount specified against the respective item in the Bill of Quantities.

17. LOCAL INDIRECT TAXES

Payment for the Provisional Sum items listed in the Bill of Quantities and Price Schedules will be made in accordance with the requirements of GCC Sub Clause 47, Provisional Sums, of the General Conditions of Contract.

The Contactor shall be paid on the basis of amount specified against the respective item in the Bill of Quantities.

18. GEOTECHNICAL INVESTIGATIONS

The entire work shall be carried out in accordance with the requirements of the General Bidding Documents for Geotechnical Investigations available at NESPAK website (www.nespak.com.pk). The field testing and sampling must be carried out under the supervision of the Consultant's representative and must conform to the guidelines outlined in the relevant ASTM standards. Laboratory testing shall be conducted at NESPAK's approved testing laboratories. Furthermore, the Contractor shall provide the coordinates and ground level at the location of test pits using total station with reference to a permanent local bench mark.

The Contactor shall be paid on the basis of amount specified against the respective item in the Bill of Quantities which amount shall be deemed to include all of the Contractor's costs incidental to providing and maintaining the specified obligation. Provided that if, in the opinion of the Project Manager, proper implementation of the measures is not being provided then the project Manager may withhold payment until a satisfactory level of implementation is provided by the Contractor.

19. ADJUDICATOR

Payment for the Provisional Sum items listed in the Bill of Quantities and Price Schedules will be made in accordance with the requirements of PCC Sub Clause 24.3, Provisional Sums, of the General Conditions of Contract.

APPENDIX – A

LIST OF ANNEXES

- ANNEX - A Checklist of Likely Environmental and Social Impacts of Subprojects
ANNEX - B Environmental and Social Code of Practices

LIST OF ABBREVIATIONS

CESMP	Construction Environmental and Social Management Plan
CSC	Construction Supervision Consultant
DHP	Dasu Hydropower Project
ESCP	Environmental and Social Code of Practices
ESMP	Environmental and Social Monitoring Plan
ESHS	Environment Social Health and Safety
ESU	Environment and Social Unit
GBV	Gender Based Violence
KKH	Karakoram Highway
LADP	Local Area Development Program
OP	Operational Policy
OHS	Occupational Health and Safety
SOW	Scope of Work
WAPDA	Water and Power Development Authority
WB	World Bank

REHABILITATION AND IMPROVEMENT OF THOOTI TO KHOWAR ROAD GENERAL SPECIFICATIONS (APPENDIX-A)

1. INTRODUCTION

1.1 PROJECT OVERVIEW

The Local Area Development Program (LADP) is initiated by the Social and Resettlement Management Plan Volume-12 Area Development and Community Support Programs for Dasu Hydropower Project in March 2014.

The aims and objectives of the LADP are envisaged to:

- Reduce the potential risks of impoverishment due to involuntary resettlement;
- Contribute to rapid restoration of income and livelihoods; and
- Promote sustainable resettlement and local development with improved living standards and better lifestyle.

1.2 SUBPROJECT OVERVIEW

The project is to construct the Rehabilitation and Improvement of Thooti to Khowar Road in order to facilitate the local residents. The approximate length of the road under study is 5.3 km. The proposed subproject is funded by the World Bank and implemented by the Water and Power Development Authority (WAPDA) in district Upper Kohistan of Khyber Pakhtunkhwa province of Pakistan under the LADP project.

1.3 SUBPROJECT BACKGROUND

Under the LADP, Water and Power Development Authority (WAPDA) has identified some infrastructure schemes as on the community consultation and mutual agreement of WAPDA & Local Community. This Environmental and Social Management Plan (ESMP) has been prepared for the Thooti to Kandia Road. The location of the subproject is shown in **Figure 1**.

1.4 SUBPROJECT SCREENING

The screening of the proposed sub-project has been carried out on the basis of subproject activities and their potential impacts on physical, social and ecological environment. Checklists of likely environmental and social impacts of subproject are used here and divided in three parts i.e., i) subproject related issues; ii) site related issues; and iii) involuntary resettlement. The E&S Safeguard checklist is attached as **Annex-A**.

Since the activities under the subproject would mainly consist of rehabilitation, upgradation and small-scale new construction, the level of environmental and social impacts is likely to be low to moderate. The proposed subproject is classified as “Category B” subproject as per the World Bank Operational Policy (OP) 4.01 since no irreversible, long-term and significant adverse impacts are foreseen to take place as a result of its implementation.

1.5 NEED FOR ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (ESMP)

The findings of Category B projects result in preparation of ESMP¹. ESMP is an instrument that details (a) the measures to be taken during the implementation and operation of a project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures².

1 (Source: OP 4.01, Annex C – Environmental and Social Management Plan)

2 (Source: OP 4.01, Annex A – Definitions).

1.6 SCOPE OF ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN

Following Scope of Work (SOW) related to ESMP is envisaged:

- Review of the World Bank (WB), national and provincial guidelines, laws and policies;
- Review of all relevant existing data, reports and drawings;
- Identification and evaluation of potential significant adverse environmental, social and ecological impacts;
- Recommend appropriate mitigation measures for the identified adverse impacts and monitoring plans to address them; and
- E&S implementation.

1.7 APPROACH AND METHODOLOGY

Methodology for the ESMP comprises a series of integrated tasks that were carried out by the Consultant. This was based on a combination of surveys and desk reviews as deemed necessary to meet the needs of the ESMP.

Subproject Description: The documents related to the subproject have been reviewed to reflect the proposed interventions in rehabilitation of roads. This information is collected and analyzed as part of ESMP process. A detailed review of information is presented in the subproject description section.

Environmental and Social (E&S) Survey: After the review of the subproject information, detailed E&S survey was conducted by the Consultant E&S team to collect primary information of the subproject area including land use, floral and faunal species, traffic situation, topography, utilities, sensitive areas etc.

Identification and Evaluation of Environmental and Social Impacts and Mitigation Measures: E&S aspects and their associated impacts were considered for proposed interventions under the subproject. Specific mitigation measures have been proposed to minimize the significant E&S impacts.

Environmental and Social Management Plan (ESMP): ESMP provides an overall approach for managing and monitoring the potential environmental and social impacts and describes the institutional framework and resource allocations to implement these measures.

1.8 ENVIRONMENTAL AND SOCIAL SAFEGUARDS PROCESSING STEPS

Implementation of environmental and social requirements will follow the following steps.

- Step 1: Subproject Screening and Preparation of ESMP;
- Step 2: Inclusion of E&S Specifications and Environmental and Social Management Plan (ESMP) in Contractor(s) bidding documents; and
- Step 3: Compliance and Monitoring.

This ESMP will be the part of Request for Proposals package/ Bid Documents and its compliance will be mandatory. The ESMP cost will be included in the overall subproject implementation cost. The Contractor will be required to prepare the site-specific Construction Environmental and Social Management Plan (CESMP) for the subproject. The CESMP will then be embedded into the civil works contracts and therefore will be legal binding on the Contractor. The CESMP must be submitted to the WAPDA/Construction Supervision Consultant (CSC) for review and clearance before signing of the Contract or before mobilization on site, whichever is earlier.

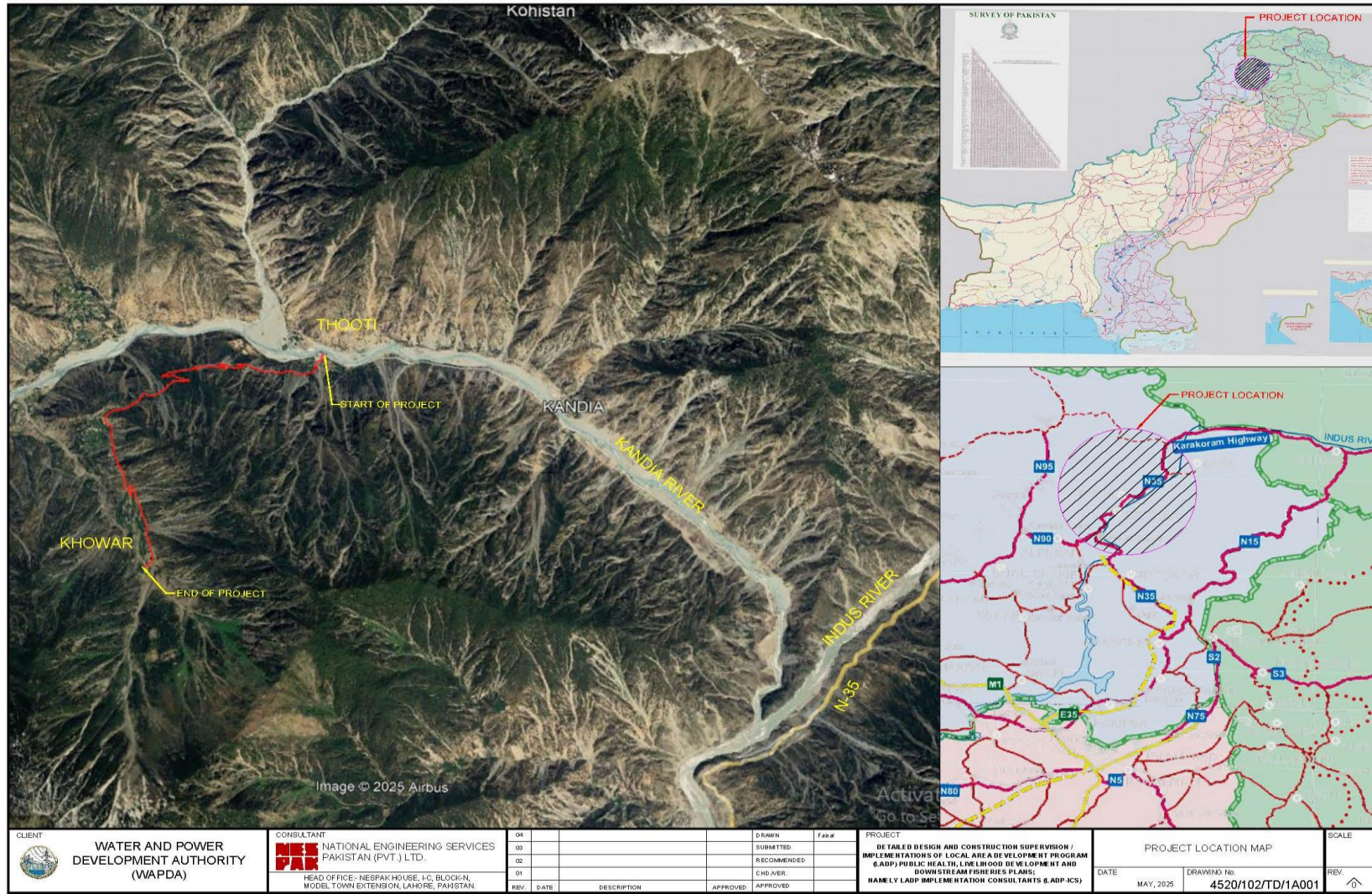


Figure 1: Location Map of the Thooti to Kandia Road

2. LEGAL AND ADMINISTRATIVE FRAMEWORK

2.1 KEY NATIONAL AND PROVINCIAL LAWS, REGULATIONS AND POLICIES

Government of Pakistan and Government of Khyber Pakhtunkhwa have promulgated laws and regulations to safeguard the environment. At national level, Ministry of Climate Change is the responsible authority and at provincial level, Khyber Pakhtunkhwa Environmental Protection Agency (KP-EPA) is responsible for promulgation & implementation of environment related laws. Besides environmental statutes, a number of laws governing the social performance of the project also exist, e.g., Land Acquisition Act 1894.

Post the adoption of the 18th Constitutional Amendment in 2011, the subject of environment was devolved, and the provinces have been empowered for environmental protection and conservation. Subsequently, the provincial Government amended PEPA 1997 as Khyber Pakhtunkhwa Environmental Protection Act 2014, and KP-EPA is responsible for ensuring the implementation of provisions of the Act in Khyber Pakhtunkhwa's territorial jurisdiction. KP-EPA is also required to ensure compliance with the National Environmental Quality Standards (NEQS) and establish monitoring and evaluation systems. This law will enforce the implementation of environmental legislations at provincial level and will be responsible for issuing "No Objection Certificates" (NOCs), if required. Other national and provincial laws, regulations and policies applicable to the subproject are as under (but not limited to):

- National Conservation Strategy, 1992;
- Khyber Pakhtunkhwa Environmental Protection Act, 2014;
- Khyber Pakhtunkhwa Environmental Assessment Rules, 2021;
- National Environmental Quality Standards (NEQS), 2010;
- National Environmental Policy (NEP), 2005;
- National Water Policy, 2018;
- Land Acquisition Act, 1894 Including Later Amendments:
- Guideline for Solid Waste Management, 2005;
- Building Code of Pakistan, Seismic provisions, 2007;
- National Disaster Risk Reduction Policy, 2013;
- National Forest Policy 2015;
- Employment of Child Act, 1991;
- The Protection against Harassment of Women at the Workplace Act, 2010;
- National Action Plan for COVID-19 Pakistan;
- The Khyber Pakhtunkhwa Occupational Safety and Health Act, 2022;
- Khyber Pakhtunkhwa Wildlife & Biodiversity Act, 2015;
- Khyber Pakhtunkhwa Forest Ordinance 2002;
- Khyber Pakhtunkhwa Antiquities Act, 2016;
- Khyber Pakhtunkhwa Climate Change Policy 2016;
- Culture Policy, Khyber Pakhtunkhwa, 2018; and
- Khyber Pakhtunkhwa Commission on Status of Women.

2.2 APPLICABLE INTERNATIONAL CONVENTIONS

Pakistan is a signatory to number of international conventions and agreements on biodiversity conservation, environmental protection, and sustainable development. The major conventions and agreements that are relevant to the subproject are as follows (but not limited to):

- Convention on Biological Diversity, 1997;
- Convention on Conservation of Migratory Species of Wild Animals, (1981);
- United Nations Framework Convention on Climate Change, (1994); and
- Sustainable Development Goals (SDGs).

2.3 APPLICABILITY OF WORLD BANK SAFEGUARD POLICIES

The development objectives of the World Bank safeguard policies are based on sustainability, transparency, fairness, accountability, governance, informed decision making, rights, participation and meaningful consultation for investment projects financed by the World Bank. Among total twelve safeguard policies, there are six environmental, two social, and two legal policies with their detailed Bank procedures can be found on the World Bank website. The disclosure and access to information policy is applicable to all investment projects and programs funded by the World Bank. Based on available information the applicability of World Bank policies is summarized below:

Table 1: Applicability of World Bank policies on Subproject

WB Safeguard Policies Triggered by the Project	Triggered		Explanation
	Yes	No	
<u>Environmental Assessment (OP/BP 4.01)</u>	[√]	[]	The ESMP in hand is fully committed to the requirements determined in the WB Safeguard Policy. The environmental works carried out by the consultants on behalf of project proponents have been essentially guided by these rules as enunciated in the OP 4.01.
Physical Cultural Resources (OP/BP 4.11)	[√]	[]	The possible discovery of archaeological sites or random findings during the excavation and earthworks may occur. In such case, this OP will trigger.
Involuntary Resettlement (OP/BP 4.12)	[√]	[]	This OP is triggered as project interventions may require land from public or private land holders.

2.4 OTHER RELEVANT WORLD BANK GUIDELINES AND POLICIES

2.4.1 Environmental and Social Framework

The Environmental and Social Framework (ESF) consists of a Vision for Sustainable Development and Environmental and Social Standards (ESSs), which set out the requirements for Borrowers. The ESF supports green, resilient and inclusive development by strengthening protections for people and the environment and making important advances in areas such as labor, inclusion and non-discrimination, gender, climate change, biodiversity, community health and safety, and stakeholder engagement.

2.4.2 Guidance Note on Labor Influx

A Guidance Note for “Managing the Risks of Adverse Impacts on Communities from Temporary Project Induced Labor Influx” was issued by World Bank in 2016. This Note provide guidance on identifying, assessing and managing the risks of adverse social and environmental impacts that are associated with the temporary influx of labor resulting from Bank supported projects. It contains guiding principles and recommendations to be considered as part of the design and implementation of projects with civil works that require labor from outside the project’s area of influence. It does not introduce new requirements, but rather seeks to provide concrete guidance on how to approach temporary labor influx within the environmental and social assessment process.

2.4.3 Environmental, Health & Safety Guidelines

In addition to operational policies (OP), the WBG has also established its EHS guidelines for all the interventions that are financed by the group. These EHS Guidelines are technical reference documents with general and sector-specific examples of Good International Industry Practice (GIIP).

2.4.4 World Bank Group Gender Strategy (2016-2023)

The 2015 Gender Strategy recognizes that stronger and better-resourced efforts are needed to address gender inequalities in access to jobs as well as control over and ownership of productive assets are key levers of change for women, their communities and economies and fundamental drivers of economic growth and poverty reduction. Gender equality is central to the World Bank Group's own goals of ending extreme poverty and boosting shared prosperity in sustainable manner.

3. SUBPROJECT DESCRIPTION

3.1 SUBPROJECT OVERVIEW

The subproject is an infrastructure facility that was identified by the WAPDA in consultation with the locals. The interventions in this subproject seek to upgrade the Thooti to Khowar Road through rehabilitation.

3.2 SUBPROJECT COMPONENTS

The main subproject components will be road construction, retaining structures (retaining wall and breast wall) and traffic safety devices. Other temporary facilities such as site office/labor camp, material storage yards and disposal site will also constitute the subproject components.

3.7 CONSTRUCTION ASPECTS

3.7.1 Machinery Required

Table 2: List of Machineries expected to be used in Construction of the Subproject³

Subproject Activity	Construction Machinery
Clearing and grubbing	Bulldozer or grader Dumper
Removal of bushes and trees	Excavator
Excavation and backfill	Plate compactor
Concrete Pavement and Finishing	Asphalt Premix Plant, Paver, Rollers, Road Marking Machine

3.7.2 Work Force Requirement and Construction Duration

The estimated work force requirement and construction duration of the proposed Subproject is assumed to be 50 (approx.). The work force will include skilled, semi-skilled and laborers.

It is assumed that one (01) Contractor will be hired for construction of the subproject. The tentative construction duration is estimated as 15 months.

3.7.3 Construction Material

The materials used in construction of the proposed subproject would include following but not limited to: cement, sand, aggregates, stones, reinforced cement concrete frame (RCC Frame), fine aggregates (sand), water, asphalt, reinforcement cement and steel.

3.7.4 Water Requirement

Contractor will be responsible to arrange water for construction works. The water consumption is estimated to be 4,000⁴ gallons/day for 50 construction workers during construction phase of the proposed Project.

³ Source: Recommended Major Construction Equipment, General Specification, National Highway Authority (NHA), 1998

⁴ WASA Average Daily Per Capita Water Consumption (80 gallons/day)

3.7.5 Wastewater Generation

The wastewater generation is estimated to be 3,200⁵ gallons/day for 50 construction workers during construction phase of the proposed Project.

3.7.6 Solid Waste Estimation

The solid waste generation is estimated to be 20⁶ kg/day for 50 construction workers during construction phase of the proposed Project.

3.7.7 Power Requirement/ Power Source

The main source of electricity/electric power during construction phase will be diesel generators for construction camps and construction machinery.

⁵ *Design Criteria of Public Health Engineering for Water Supply, Sewerage and Storm Water Drain (Domestic sewage generation = 80% of water consumed/day)*

⁶ *Pakistan – Waste Management Report, 2018 (Mansehra District: 0.4 kg/capita/day)*

4. IMPACTS IDENTIFICATION AND MITIGATION

4.1 GENERAL

This section identifies the potential beneficial and summary of adverse impacts on the human and natural environment due to the implementation of the subproject. If properly carried out, the overall E&S impacts of the subproject are extremely beneficial.

4.2 METHODOLOGY OF IMPACT ASSESSMENT

The term “Environmental and Social Impact” or simply “Impact” covers the negative, adverse or harmful as well as positive, desirable or beneficial impacts of the Project on environmental and social settings. Prediction of impacts of the proposed activity is based on factual data; however, the significance of these impacts involves a value judgment technique. The nature of the impacts may be categorized in terms of:

Direction	-	Positive or Negative
Duration	-	Long or Short Term
Effect	-	Direct or Indirect
Extent	-	Wide or Local

Impact significance depends on both the nature of the impact and on the sensitivity of the receptor. The more sensitive the receptor the greater will be the significance of impact from that proposed activity. For this ESMP, activities and nature of impact are combined with the sensitivity of the receptor to evaluate the significance of the impact. The significance of impact is characterized as negligible, low, moderate and high. Environmental and social issues having “low”, “moderate” and “high” are provided with mitigation measures.

4.3 POTENTIAL POSITIVE IMPACTS

The positive impacts due to the proposed subproject are mentioned below:

- The proposed subproject will significantly improve accessibility for both local people and goods. Surrounding communities that were previously facing issues and had limited connectivity can now have better access to essential services;
- The road construction subproject itself will create employment opportunities for local residents. From manual labor to skilled jobs in engineering and project management, the construction phase will boost local employment rates;
- People living in remote hilly areas often experience social and economic isolation due to limited transportation options. The proposed subproject will reduce this isolation, leading to a greater sense of community and improved quality of life; and
- The proposed subproject will provide aid to emergency services, such as ambulances, with improved access to remote regions. This can significantly reduce response times during emergencies, potentially saving lives.

4.4 SUMMARY OF ADVERSE IMPACTS

Apart from beneficial impacts, the subproject has adverse impacts by its design and construction. The summary of assessed impacts and their significance is presented in **Table 3**.

Table 3: Summary of Potential Impacts and Significance

Aspect	Potential Impact/Description	Significance without Mitigation	Mitigation	Residual Significance
Pre-Construction/Design Impacts				
Impacts Relating to Surveying and mapping	The pre-construction activities will mainly be on a limited scale, and will not pose any major issues of environmental and social concern. However, the marking of houses, properties and utilities during surveying will likely create anxiety amongst property owners with regard to properties and compensation rights.	Low	<ul style="list-style-type: none"> • Prior information to the local public which will likely address such concerns. 	Low
Landslide Hazards	Geographically, subproject area is a typical mountain area consisting of loose sandy and gravelly soils having loose alluvial Soil Slopes. Seismic risk and unstable geological formations are two major causes of land sliding in the subprojects area. Slope stability may be affected by construction of road cuts or retaining structures. Excessive slope of steep cuts may result in landslides as the subprojects areas are prone to land sliding.	Moderate	<ul style="list-style-type: none"> • Design will consider maintaining natural angle of cut slopes to avoid land sliding. • Minimum clearance of vegetation will be considered in design. • Engineering measures will be incorporated in design to increase slope stability 	Low
Road Safety	Enhanced vehicular movement and speed may result in road safety issues like road side accidents. The frequency of accidents may be lowered, but their intensity may be quite severe due to enhanced speeds at which vehicles will move.	Moderate	<ul style="list-style-type: none"> • Consider improvement of sharp curves to achieve uniform speed. • Traffic signs will be posted at accident prone sites to provide valuable information to drivers. 	Low
Impact on Existing Utilities	Construction activities may damage the existing utilities and disconnect essential supplies such as electricity and water supply to the users.	Low	<ul style="list-style-type: none"> • It will be preferred that all required works related to avoidance of interference with these utilities will be considered. 	Low
Site Selection of Construction Camp/Site Office	Campsite for construction workers is the important location that has significant impacts such as health and safety hazards, burden on local resources and infrastructure of nearby communities.	Moderate	<ul style="list-style-type: none"> • Preference will be given to avoid the requirement of construction camp by hiring the labors locally and will accommodate the outside workers in a rented house. • The Contractor will also build an office in a rented house. • If the installation of construction camp is 	Low

**Dasu Hydropower Project – Bidding Documents – LADP
Rehabilitation and Improvement of Thooti to Khowar Road
Volume 2, General Specifications (Appendix-A)**

Aspect	Potential Impact/Description	Significance without Mitigation	Mitigation	Residual Significance
			unavoidable, then the Contractor will finalize the location with the consent of the Construction Supervision Consultant before mobilization to the site. <ul style="list-style-type: none"> • The Contractor will identify the location of construction camp away from sensitive areas like densely populated area, schools, healthcare facilities and mosques to minimize the disturbance for locals. 	
Site Selection of Stockpile Areas, Storage Areas and Disposal Areas	The clearing and excavation processes may loosen the soil and make it more susceptible to erosion due to wind and rain. Improper location of stockpile and storage areas may disturb the public access and also contaminates surface water quality due to runoff.	Moderate	<ul style="list-style-type: none"> • The disposal site will be sited in locations which will have suitable capacity to accept the disposal volumes, proximity to the spoil sources, unlikely to flood, preferably owned by the government and not located close to major inhabitation. • The location of dumping site will be finalized by the Contractor with the consent of the Construction Supervision Consultant. If private land will be acquired for storage of machinery, materials and disposal area on temporary basis. The Contractor will be liable to compensate the land owner and will restore the land in its prior condition before demobilization. 	Low
Site Selection of Sources of Materials/Borrow Areas	Extraction of materials can disrupt natural land contours and vegetation resulting in accelerated erosion, disturbance in natural drainage patterns, ponding and water logging and water pollution.	Moderate	<ul style="list-style-type: none"> • Priority will be given to purchase construction materials from market. If it is deemed necessary to bring materials from quarry site, these would to be located away from population centers, drinking water intakes and streams, cultivable lands and in structurally stable areas. • The Contractor will include the design specifications, the locations of camp site, storage area, disposal area and quarry site. 	Low

**Dasu Hydropower Project – Bidding Documents – LADP
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Aspect	Potential Impact/Description	Significance without Mitigation	Mitigation	Residual Significance
Construction Impacts				
Soil Erosion and Contamination	Soil erosion and contamination can be occurred due to Clearing and grubbing, earthwork, excavation, blasting, improper storage of fuel, lubricants, paints, chemicals and movement of construction vehicles. These activities may loosen the soil and contaminate it.	Low	<ul style="list-style-type: none"> • Reinstate and protect cleared areas as soon as possible to avoid soil erosion. • Fuels will be stored on concrete-floored, bunded, facility, covered to provide shade and prevent the ingress of rain. • Spill kits will be readily available at material storage sites to deal with accidental spillage. 	Low
Deterioration of Air Quality	There is a potential for creating dust from clearing and grubbing, earthwork, excavation of dry soil, backfilling, movement of construction vehicle, concrete mixer and open storage of materials. In addition, gaseous emissions due to operation of diesel generator sets will also cause air pollution	Low	<ul style="list-style-type: none"> • The Contractor will undertake frequent water sprinkling to reduce dust emissions. • Water sprinkling for the material stockpiles and access roads on an as required basis to minimize the potential for environmental nuisance due to dust. • Construction vehicles carrying materials will be covered with tarpaulin sheets to avoid dust pollution. • Impose speed limits on all vehicle movement at the worksite to reduce dust emissions. • The Contractor will carry out the third party testing of its equipment such as generator for gaseous emissions and shall ensure compliance to NEQS. 	Low
Noise and Vibration	The earthwork, site clearance, movement of construction vehicles and operation of construction machinery will increase the ambient noise and vibration and may disturb the nearby residents.	Low	<ul style="list-style-type: none"> • Notify adjacent residents/landholders prior any typical noise events. • Organize the loading and unloading of vehicles and handling operations for the purpose of minimizing construction noise at work site. • Avoid undertaking the noisiest activities, where possible, when working at night near the residential areas. • The Contractor will monitor and analyze noise results, adjust construction practices as required and ensure compliance with the NEQS. 	Low

**Dasu Hydropower Project – Bidding Documents – LADP
Rehabilitation and Improvement of Thooti to Khowar Road
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Aspect	Potential Impact/Description	Significance without Mitigation	Mitigation	Residual Significance
Contamination of Surface Water	Soil erosion, dust generation, runoff from construction site (containing fuel, lubricants, paints and chemicals) will increase the sediment and contaminant loading of surface water bodies. Excavation during rainy season may cause flooding of construction sites, mixing of construction waste and material within the runoff.	Moderate	<ul style="list-style-type: none"> • The Contractor will ensure that roads used by construction vehicles are swept regularly to remove sediment. • Water the material stockpiles, access roads and bare soils on as required basis to minimize dust. Increase the watering frequency during periods of high risk (e.g. high winds). • Minimize the generation of sediment, oil and grease, litter and any form of waste (particularly fuel and chemical wastes). These substances must not enter waterways or storm water systems. • The Contractor will not discharge cement and water curing directly into water courses. • Ensure that there will be no water stagnation at the construction sites. • The on-site storage of excessive quantities of unwanted spoil and aggregate materials will be avoided. Where storage is necessary, the Contractor will ensure heaps and stockpiles are located at sites that they do not permit direct runoff into watercourses. • The earthwork and storage of fuel and chemicals may cause short-term water contamination. • Avoid stockpiling especially during the rainy season unless covered by tarpaulins or plastic sheets. • Prioritize re-use of excess spoils and materials in the construction works. • Place storage areas for fuels and lubricants away from any drainage leading to water bodies. 	Low
Landscape and Aesthetics	The construction works are likely to generate soil, stone, rock and cemented material.	Low	<ul style="list-style-type: none"> • Avoid stockpiling of excess excavated soils as far as possible. 	Low

**Dasu Hydropower Project – Bidding Documents – LADP
Rehabilitation and Improvement of Thooti to Khowar Road
Volume 2, General Specifications (Appendix-A)**

Aspect	Potential Impact/Description	Significance without Mitigation	Mitigation	Residual Significance
	Improper storage and indiscriminate disposal of waste may affect the aesthetics of the area.		<ul style="list-style-type: none"> • Promote beneficial uses of excess excavated soils or immediately dispose to designated areas. 	
Traffic Disruption / Disruption of Public Access	The overall traffic disruption due to material transportation and storage will be insignificant/minor as local traffic volume is very low. The overall traffic disruption due to material transportation and storage near the sensitive locations will have some impact on public access.	Low	<ul style="list-style-type: none"> • Storage of material outside the designated area will be prohibited. • Construction material will be brought to the site as and when required. • Suitable signboards will be placed at strategic locations. Signboards will be painted with reflective paints for nocturnal vision. • Where access to or from an individual property is closed for certain period, the owner will be informed prior to the commencement of works. Pedestrian access to schools and mosques will be maintained with the use of walking boards where feasible. • If community access is hindered, alternate routes will be provided. If provision of alternate route is not present, the Contractor will allow lane closure only during night time, when traffic volumes drop substantially from day to night and/or when a longer continuous period of construction activity is needed. • Inform public the date and time of activity well before start of work. 	Low
Disruption to Public Utilities	Public utilities such as electric poles, water supply lines etc. may be located within the RoW of the proposed subproject. Damage to these facilities may temporarily interrupt supplies to consumers.	Low	<ul style="list-style-type: none"> • The Contractor will accurately locate the existing utilities before work commences which can be disrupted by the rehabilitation works. • The Contractor will conduct its operations, make necessary arrangements, take suitable precautions and perform all required works related to the protection of and avoidance of interference with these utilities. • The Contractor will repair all damaged utilities at the earliest to avoid social issues. 	Low

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Aspect	Potential Impact/Description	Significance without Mitigation	Mitigation	Residual Significance
Occupational Health and Safety Hazards	Workers need to be mindful of the occupational hazards which can arise from subproject interventions. The construction workers will be exposed to a number of safety risks which can arise from site clearance, earthwork and construction activities	Moderate	<ul style="list-style-type: none"> • The Contractor will develop and implement site- specific Health and Safety (H&S) Plan which will include measures such as: (a) excluding public from the site; (b) ensuring all workers are provided with and use personal protective goods; (c) H&S Training for all site personnel; and (d) documentation of work-related accidents. • Ensure that equipped first-aid material boxes will be easily accessible throughout the sites. • The Contractor will provide H&S orientation training to all new workers to ensure that they are apprised of the basic site rules of work, personal protection, and preventing injuring to fellow workers; • The Contractor will provide suitable personal protective goods, such as but not limited to, helmet, footwear, gloves, ear protector, goggles, dust mask to all workers. • The Contractor will implement Construction Environmental and Social Management Plan (CESMP), which will be in force throughout the duration of the Contract. • Provide awareness to the construction drivers to strictly follow the driving rules. • Enforce on-site speed limit. • Overall, the Contractor will comply with Environmental Code of Practices (ECP) related to H&S. 	Low
Community Health and Safety Hazards	Considering the scale of construction, the risk to public safety will be restricted in the vicinity of existing RoW, routes of the material transportation, campsites and spoil disposal areas.	Moderate	<ul style="list-style-type: none"> • The Contractor will ensure that visitor do not enter hazard areas unescorted. • Inform public well before construction works. • Where the public could be exposed to danger by any of the site activities, the Contractor will as appropriate provide suitable measures such as, but not limited to barricading of 	Low

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Aspect	Potential Impact/Description	Significance without Mitigation	Mitigation	Residual Significance
			<p>construction area.</p> <ul style="list-style-type: none"> • Work crews on access roads will include flagmen to provide for the safe passage of traffic and all work sites will be adequately watched and lit during the hours of darkness. 	
Social, Cultural and Religious Resources	There are no archaeological and historical sites within immediate surroundings of the subproject. However, there are religious sites such as mosques. The noise generated from the construction activities can impact the religious activities.	Low	<p>The Contractor will:</p> <ul style="list-style-type: none"> • Communicate to the locals through community consultation regarding the scope and schedule of construction, as well as certain construction activities causing disruptions or access restriction. • Not block access to the mosques by any of the construction activities. • Stop construction works that produce noise particularly during prayer time. • Restrict all construction activities within the foot prints of the construction sites. • Ensure same mechanism described under GRP for Dasu Hydropower Project. 	Low
Impact on Flora	The construction activities will be carried out within the RoW of the proposed project. No as such tree cutting is envisaged, however dust emission and air pollution will cause an adverse impact on the flora situated near the vicinity of the propose project. Further, there could be a possibility of loss of some vegetation/shrubs during development of ancillary sites (labor camp/site office etc.).	Low	<ul style="list-style-type: none"> • Efforts will be made to avoid the cutting of trees. The loss of trees will be compensated by successful plantation of native species at available spaces near subproject roads. The lost trees will be replaced at a ratio of 1:10. 	Low
Construction Camp	<p>Campsite for construction workers is the important location that has significant impacts such as health and safety hazards, burden on local resources and infrastructure of nearby communities.</p> <p>Lack of proper infrastructure facilities such as water supply and sanitation facilities within the labor camp will increase burden on local</p>	Low	<ul style="list-style-type: none"> • The location of labor camp will be identified by the Contractor and finalized with the consent of the Construction Supervision Consultant before start of works. • The Contractor will identify the location of ancillary facilities away from sensitive areas like densely populated area, schools, healthcare facilities and mosques to minimize 	Low

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Aspect	Potential Impact/Description	Significance without Mitigation	Mitigation	Residual Significance
	<p>resources. Improper siting of labor camp may create environment and social issues. Management of wastes will be crucial to minimize impacts on the environment. Illegal sourcing of fuel wood by construction workers will impact the natural flora. There will be a potential for diseases to be transmitted including malaria, exacerbated by inadequate health and safety practices. There will be an increased risk of work crews spreading COVID-19 and sexually transmitted infections (HIV/AIDS).</p>		<p>the disturbance for locals.</p> <ul style="list-style-type: none"> • Submit to the CSC for approval a detailed layout plan for the development of the construction camp showing the relative locations of all temporary facilities. • Provide safe and reliable water supply, which will meet NEQS. • Provide hygienic sanitary facilities and sewerage system. • Provide treatment facilities for sewerage of toilet and domestic wastes. • Do not establish site specific landfill sites. All solid waste will be collected and removed from the work camp and disposed in approved waste disposal site. • Consider the location of construction camp away from community in order to avoid social conflict in using the natural resources. • Provide fuel to the construction camps for their domestic purpose, in order to discourage them to use fuel wood. • Provide first aid facility round the clock. Maintain stock of medicines in the facility. • Conduct initial health screening of the laborers coming from outside areas. • Train all construction workers in basic sanitation and health care issues and safety matters, and on the specific hazards of their work. • Display emergency contact numbers clearly and prominently at strategic places. • Dismantle and remove from the site all facilities established for the subproject. • Restore the sites to its condition prior to commencement of the works or to an agreed condition with the landowner. 	

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Wastewater Generation	Wastewater will be generated at the construction camps by the workers. If the generated wastewater is not properly treated or disposed of, this may contaminate the surface water sources such as nullahs, drains, water channels etc. apart from soil contamination.	Moderate	<ul style="list-style-type: none"> • Domestic and chemical effluents from the construction camp will be disposed by the development of on-site sanitation systems i.e. septic tanks; • Proper monitoring to check the compliance of NEQS will be carried out; • Sewage from construction camps will be disposed of after proper pre-treatment and processes such as soakage pit; and • The contractor(s) will be responsible to submit details of site-specific wastewater management plan along with details of wastewater collection, transportation and its disposal. 	Low
Solid Waste (Construction, Municipal and Hazardous Waste)	Different type of waste is likely to be generated during the construction phase of the subproject. The municipal waste will be in the form of food, cans, paper and wastewater from construction camps toilets and washing yards. Construction waste will include excavated soil, sand, gravel, rocks, asphalt, pieces of concrete, bricks, wood, metal pieces and electrical wires. Whereas, hazardous waste can be comprised of paints and construction chemicals. All these, if left unattended, can become a source of nuisance and environmental pollution in the project area. Insecure and unhygienic disposal of the solid wastes particularly garbage and trash may cause degradation of soil and land. Insecurely disposed of heaps of wastes containing kitchen garbage and food waste can serve as breeding grounds for the disease spreading vectors and rodents. Throwing away of solid wastes into water channels and the wastewater network can result into choking of the later.	Moderate	<ul style="list-style-type: none"> • Solid Waste generated during construction and camp sites will be safely disposed in demarcated waste disposal sites and the contractor will provide a proper waste management plan; • Training of work force in the storage and handling of hazardous materials and chemicals construction workers and supervisory staff will be encouraged and educated to practice waste minimization, reuse and recycling to reduce quantity of the waste; • Proper labeling of containers, including the identification and quantity of the contents, hazard contact information etc.; • Waste disposal plan must be reviewed during the entire construction phase in the light of changing weather conditions • Emergency Response Plan shall be prepared to address the accidental spillage of fuels and hazardous goods; • Immediate collection of spilled 	Low

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Aspect	Potential Impact/Description	Significance without Mitigation	Mitigation	Residual Significance
			<p>oils/fuels/lubricants by collection of contaminated soils and skipping oils from surface water by applying appropriate technologies;</p> <ul style="list-style-type: none"> • Reusing bitumen spillage; and Disposing non-usable bitumen spills in a deep trench providing clay linings at bottom and filled with soil at the top (for at-least 0.5 m); • Used oil shall be collected in separate containers stored on impervious platform with restricted access and shall be sold to licensed contractor and the burning of waste oil shall be strictly restricted; • Segregating and stockpiling scarified/ milled bituminous material and reusing this material in sub grade/shoulders; and • Waste Management Plan shall be prepared by contractor and ensure implementation of the plan. 	
Labor Influx	<p>For the implementation of Project activities, skilled and unskilled labor is required by the contractor. Mostly, skilled and unskilled workers have been associated with the contractor since long which they utilize, where they are required for the projects, and while other workers are hired from the different areas that belong to different cultural backgrounds. Social problems and conflicts that are associated with Labor Influx are as follows:</p> <ul style="list-style-type: none"> • Risk of social conflict; • Increased risk of illegitimate behavior and crime; • Impacts on community dynamics; • Increased burden on and competition for public service provision; 	Moderate	<ul style="list-style-type: none"> • Labor camp(s) will be established away from residential population; • Preference will be given to the local people to work with contractor, and contractor will hire maximum labor force from the Project Area because this will reduce the labor influx; • Awareness will be created among the work force to ensure respect for local customs; • Construction work will be completed within the stipulated time to move workers to next location; • Labor force will be shuffled with the time; • An effective GRM will be established for the subproject to resolve all issues related to the community. Thus, progress regarding resolving the issues will be monitored closely; • Create awareness among workers on proper 	Low

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Aspect	Potential Impact/Description	Significance without Mitigation	Mitigation	Residual Significance
	<ul style="list-style-type: none"> • Increased risk of communicable diseases and burden on local health services; • Local inflation of prices, accommodations and rents; and • Increase in traffic and related accidents. 		<p>sanitation and hygiene practices to endorse proper health and maintain good housekeeping practices at all Project sites;</p> <ul style="list-style-type: none"> • Provide adequate personal hygiene facilities in good condition with adequate supply of clean water; • Make arrangements to treat the affected workers on time to control the movement of vector borne diseases; • Sensitize workers and surrounding communities on awareness and prevention of COVID-19, HIV/AIDS and sexually transmitted infections (STI) through training, awareness campaigns and workshops during community meetings; • Provide proper and free COVID-19, HIV/AIDS and STI health screening and counseling for site workers and community members; • Develop and enforce a strict code of conduct for workers to regulate behavior in the local communities; • Taking all sensible precautions to avert illicit, vicious conduct by or amongst the Contractor’s personnel, and to preserve unity and harmony, and protection of people and property on and near the sites; • Prohibiting drugs, alcohol, weapons, and ammunition on the worksite among personnel; • Appropriate fencing, security check points, gates and security guards will be provided at the construction sites to ensure the security of all plant, equipment, machinery and materials, as well as to secure the safety of site staff; and • The Contractor must guarantee that good relations are maintained with local 	

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Aspect	Potential Impact/Description	Significance without Mitigation	Mitigation	Residual Significance
			communities and their leaders to help reduce the risk of vandalism and theft.	
Gender Based Violence	In the society, female plays important role in managing household as well as in income earning activities, but they face various challenges to get access to educational institutions and employment opportunities due to cultural bindings, economic vulnerability and lack of facilities. According to Pakistan Demographic and Health Survey (PDHS), 2017-18, 28 percent of women of Pakistan age 15 to 49 have experienced physical violence, six percent have experienced sexual violence, and seven percent experienced violence during pregnancy. Three in ten women who have ever experienced physical or sexual violence sought help to stop the violence, yet 56 percent never sought help nor told anyone.	Moderate	<ul style="list-style-type: none"> • Awareness will be created among the females at individual and community levels about the constructions sites; • During the timing of educational institutions workers will not be allowed to crowd in the surroundings; • Alternative routes for pedestrian will be provided to avoid mixing of women with workers; • Gender protection act will strictly be enforced during the construction activities in the Project Area, and monitor the implementation through field staff; • Raise awareness among the communities of the potential risks of GBV, and establish response services in the communities that can respond to instances of GBV (particularly those related to issues of labor influx); • The Contractor will make sure that no discrimination is made on the basis of gender while hiring of workers. Complete SOPs will be formed and implemented by the contactor regarding working women at site. Implementation on these SOPs will be monitored by the implementation Consultants. • Provisions of gender disaggregate bathing, changing, and sanitation facilities; and • Contractor will take proper measures to address and resolve issues relating to harassment, intimidation, and exploitation, especially in relation to women. 	Low

5. ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN

5.1 GENERAL

The objective of the Environmental and Social Management Plan (ESMP) is to address all the major E&S issues and provide framework for the implementation of the proposed mitigation measures during the pre-construction and construction phases of the subproject. The proper implementation of the ESMP will ensure that all the adverse E&S impacts identified are adequately mitigated, either totally prevented or minimized to an acceptable level and required actions to achieve those objectives are successfully adopted by the concerned parties. The implementation of ESMP will be carefully coordinated with the design and construction program of this Subproject to ensure that relevant mitigation measures are implemented at the appropriate stage and that adequate resources are properly allocated to achieve the desired results.

The Contractor will be responsible for the implementation of this Subproject under the direction of Construction Supervision Consultant (CSC) and WAPDA. The Contractor will be bound to follow the provisions of the contract documents about E&S protection and apply good construction techniques and methodology without damaging the environment.

The Plan provided as **Table 5** will act as a guideline for incorporating E&S measures that can be grouped into three categories: (i) mitigating measures that can be included in the detailed design of the subproject; (ii) mitigating measures that can be included and worked out by the Contractor on basis of the ESMP and an Environmental Code of Practices (ECP) enclosed in the Contract Documents alongside the specifications, and (iii) stand-alone mitigation measures. The ECPs are presented as **Annex – B**.

5.2 OBJECTIVES OF ESMP

The ESMP provides a delivery mechanism to address potential impacts of the sub projects activities, to enhance subprojects benefits and to outline standardized good practices to be adopted for all subprojects works. The ESMP has been prepared with the objectives of:

- Defining the roles and responsibilities of concerned parties for the implementation of ESMP and identifying areas where these roles and responsibilities can be shared with other parties involved in the execution and monitoring of the subprojects;
- Outlining mitigation measures required for avoiding or minimizing potential adverse impacts assessed by environmental study;
- Developing a monitoring mechanism and identifying requisite monitoring parameters to confirm effectiveness of the mitigation measures recommended in the study;
- Defining the requirements for communication, documentation, training, monitoring, management and implementation of the mitigation measures.

5.3 INCLUSION OF ESMP IN CONTRACT DOCUMENTS

In order to make Contractors fully aware and responsible of the implications of the ESMP and to ensure compliance, it is recommended that environmental and social mitigation measures are included in the tender documentation. The Contractor will be accountable through contract documents and/or other agreements of the obligations and importance of the environmental and social aspects of the subproject.

5.4 INSTITUTIONAL ARRANGEMENTS

The overall responsibility for the implementation of the subprojects rests with the WAPDA,

headed by the Project Director (PD). Within the WAPDA there will be an Environment and Social Unit (ESU) - responsible for implementing the ESMP. The ESU, headed by the Director General (DG) Social Safeguards will include representatives of all actors responsible for ESMP implementation (see **Figure 2**).

The ESU will consist of three sub-units (Environment and Social, and Occupational Health and Safety - OHS) with the following staff:

- Deputy Director – Environment and Social
- Assistant Director – Environment and Social
- Assistant Director – OHS

The Director E&S with the assistance of Deputy Director-E&S will endorse and support the implementation of the ESMP and associated policies and documentation. The Director E&S will be responsible to ensure appropriate resources are made available to implement the ESMP and to support established systems, procedures and E&S objectives.

5.5 INSTITUTIONAL RESPONSIBILITIES

Institutions responsible for executing and monitoring the E&S aspects of the subprojects during construction phase are:

WAPDA would be responsible for:

- Liaising with the Construction Supervision Consultant (CSC), and ensuring that they perform their responsibilities effectively and adequately;
- Liaising with relevant stakeholders regarding E&S matters; overseeing the implementation of ESMP requirements;
- Ensuring the Implementation of ESMP;
- Monitoring and evaluation of environmental and social impacts and risks associated with the subprojects;
- Preparing progress reports on the status of implementation of the ESMP;
- Conduct monthly meetings with the E&S staff of CSC and Contractor on the progress of ESMP implementation, issues associated with implementation, non-compliance issues, and recommended course of action. Document the minutes of the meetings and present them in the progress reports;
- Imposing penalty and/ or require corrective action in case of non-compliance;
- The Assistant Director – E&S will be mainly responsible for liaising with CSC on the field level for the implementation of ESMP and preparing weekly compliance reports. He is also responsible for coordinating with District Forest and Fisheries departments (and other relevant agencies), and participating in landscaping plans for the quarry and spoil disposal areas; and
- The Assistant Director – OHS will be responsible for liaising with CSC for the implementation and supervision of occupational health and safety issues at the work areas.

Construction Supervision Consultant (CSC) would be responsible for:

- Supervising implementations of ESMP for E&S compliance;
- Issuing non-compliance notices to the Contractor;
- Reviewing ESMP every three months and updating, if required;
- Reviewing environmental monitoring/testing reports submitted by the Contractor;
- Preparing corrective action plan in case of non-compliance;

- Conducting E&S and OHS trainings;
- Assisting ESU in addressing and resolving environment-related complaints and grievances;
- Responding to E&S and OHS incidents reported; and
- Reviewing and assisting in preparation of progress reports.

Contractor will be responsible for:

- Appointing dedicated Environment Social Health and Safety (ESHS) Officer at the site for the implementation of ESMP in the field, particularly the mitigation measures;
- Preparing Construction Environmental and Social Management Plan (CESMP) describing the mechanism to comply with the ESMP and get it approved from CSC and WAPDA prior to mobilization;
- Carried out environmental monitoring, sampling and testing as recoded in monitoring plan;
- Training of its staff in the environmental/social aspects; and
- Implementing of E&S mitigation measures during construction stage.

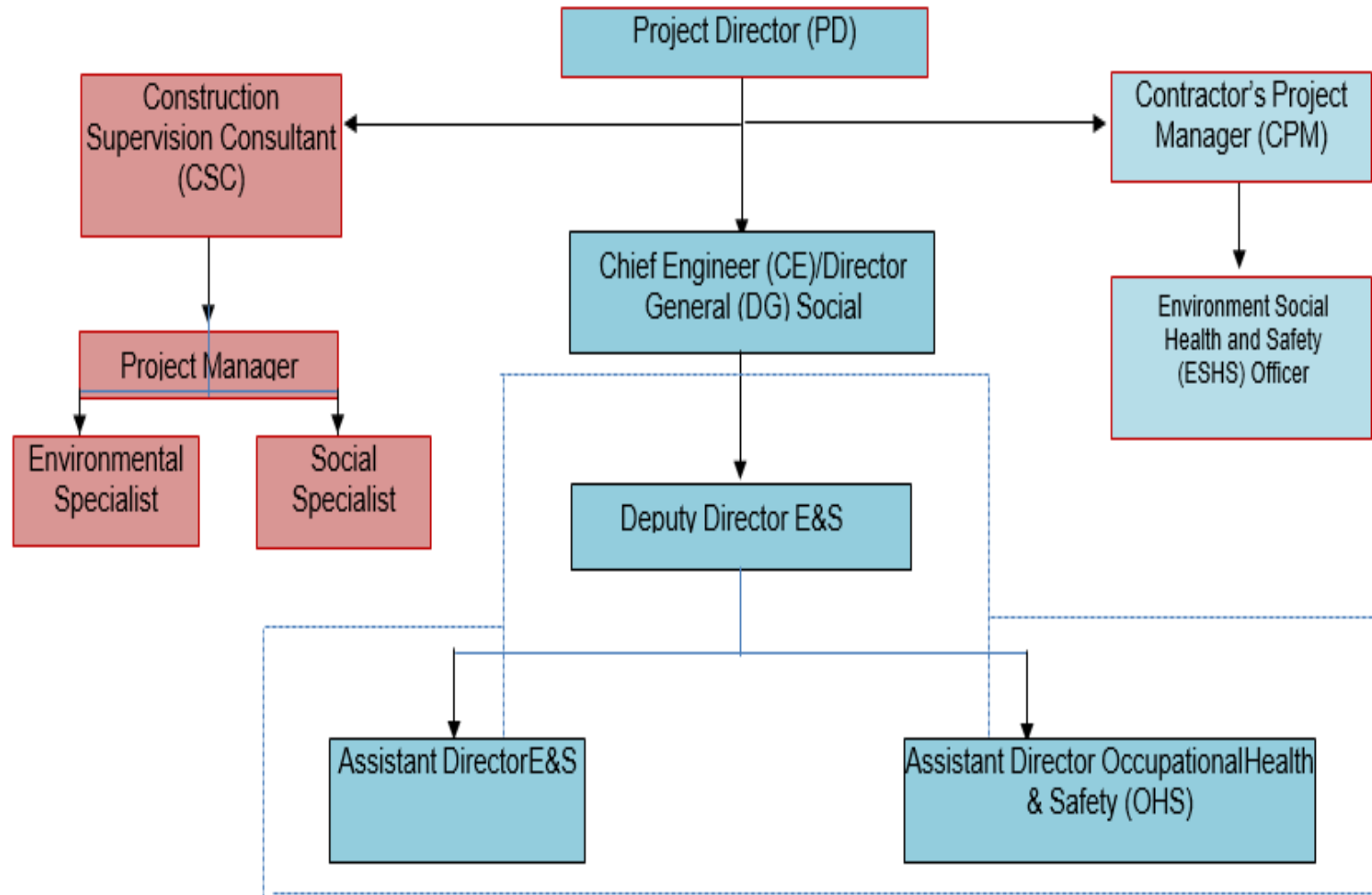


Figure 2: LADP Organization Chart for Safeguards Implementation

5.6 REPORTING AND FEEDBACK MECHANISM

The Contractor's ESHS Officer will manage the daily activities to be conducted in compliance with the ESMP and will be responsible for weekly reporting. CSC would be responsible for preparing monthly inspection and monitoring report and submit to the WAPDA. Project Director - WAPDA will prepare quarterly compliance report and submit to WB (see **Table 4**).

Table 4: Reporting Requirements

Reporting Responsibility	Reporting Requirement	Report Submitted To
Contractor	Weekly Compliance Report	CSC
CSC	Monthly Monitoring Report	WAPDA
WAPDA	Quarterly Compliance Report	WB

5.7 ENVIRONMENTAL AND SOCIAL MANAGEMENT AND MONITORING PLAN

The Environmental and Social Management and Monitoring Plan provide the framework for the implementation of the mitigating measures and E&S management and monitoring. **Table 5** shows impacts, mitigations, means of monitoring, estimated cost and the responsible organizations for the implementation of the mitigation measures during the design and construction phases.

Table 5: Environmental Mitigation and Monitoring Plan

Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
Pre-Construction/Design Impacts						
Impacts Relating to Surveying and mapping	Prior information to the local public which will likely address such concerns.	Survey sites/along the road alignment	Public Consultation	Before start of work	Design Consultant	CSC / WAPDA
Landslide Hazards	Design will consider maintaining natural angle of cut slopes to avoid land sliding. Minimum clearance of vegetation will be considered in design. Engineering measures will be incorporated in design to increase slope stability	Project Area	Design Documents / Topographic Survey Results	Before start of work	Design Consultant	CSC / WAPDA
Road Safety	Consider improvement of sharp curves to achieve uniform Speed. Traffic signs will be posted at accident prone sites to provide valuable information to drivers.	Project Area	Design Documents	Before start of work	Design Consultant	CSC / WAPDA
Impact on Existing Utilities	It will be preferred that all required works related to the protection of and avoidance of interference with these utilities will be considered.	Project Area	Design Documents	Before start of work	Design Consultant	CSC / WAPDA
Site Selection of Construction Camp/Site Office	<ul style="list-style-type: none"> • Preference will be given to avoid the requirement of construction camp by hiring the labors locally and will accommodate the outside workers in a rented house. • The Contractor will also build an office in a rented house. • If the installation of construction camp is unavoidable, then the Contractor will finalize the location with the consent of the Supervision Consultant before mobilization to the site. • The Contractor will identify the location of construction camp away 	Project Area	CESMP/Detailed Design Documents	Before start of work	Design Consultant	CSC / WAPDA

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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
	from sensitive areas like densely populated area, schools, healthcare facilities and mosques to minimize the disturbance for locals.					
Site Selection of Stockpile Areas, Storage Areas and Disposal Areas	<ul style="list-style-type: none"> • The disposal site will be sited in locations which will have suitable capacity to accept the disposal volumes, proximity to the spoil sources, unlikely to flood, preferably owned by the government and not located close to major inhabitation. • The location of dumping site will be finalized by the Contractor with the consent of the Engineer. If private land will be acquired for storage of machinery, materials and disposal area on temporary basis. The Contractor will be liable to compensate the land owner and will restore the land in its prior condition before demobilization. 	Project Area	CESMP/Detailed Design Documents	Before start of work	Design Consultant	CSC / WAPDA
Site Selection of Sources of Materials/Borrow Areas	<ul style="list-style-type: none"> • Priority will be given to purchase construction materials from market. If it is deemed necessary to bring materials from quarry site, these would to be located away from population centers, drinking water intakes and streams, cultivable lands and in structurally stable areas. • The Contractor will include in the design specifications and on plan drawings the locations of camp site, storage area, disposal area and quarry site. 	Project Area	CESMP/Detailed Design Documents	Before start of work	Design Consultant	CSC / WAPDA
Construction Impacts						

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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
Soil Erosion and Contamination	<ul style="list-style-type: none"> Reinstate and protect cleared areas as soon as possible to avoid soil erosion. Fuels will be stored on concrete-floored, bunded, facility, covered to provide shade and prevent the ingress of rain. Spill kits will be readily available at material storage sites to deal with accidental spillage. 	Access Road/Hauling Route At active construction sites	Visual inspection	Weekly	Contractor	CSC/WAPDA
Deterioration of Air Quality	<ul style="list-style-type: none"> The Contractor will undertake frequent water sprinkling to reduce dust emissions. Water the material stockpiles and access roads on an as required basis to minimize the potential for environmental nuisance due to dust. Construction vehicles carrying materials will be covered with tarpaulin sheets to avoid dust pollution. Impose speed limits on all vehicle movement at the worksite to reduce dust emissions. The Contractor will carry out the third party testing of its equipment such as generator for gaseous emissions and shall ensure compliance to NEQS. 	Near sensitive receptors	Visual inspection to ensure good standard equipment is in use and dust suppression measures (spraying of water) are in place. Monitoring of ambient air quality through EPA certified laboratory	Weekly Once before the start of construction and report quarterly during construction	Contractor	CSC/WAPDA
Noise	<ul style="list-style-type: none"> Notify adjacent residents /landholders prior any typical noise events. Organize the loading and unloading of vehicles and handling operations for the purpose of minimizing construction noise on the work site. 	Near sensitive receptors	Visual inspection to ensure well maintained equipment is in use Monitoring of noise level through EPA certified laboratory	Weekly Once before the start of construction and report quarterly during	Contractor	CSC/WAPDA

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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
	<ul style="list-style-type: none"> • Avoid undertaking the noisiest activities, where possible, when working at night near the residential areas. • The Contractor will monitor and analyze noise results and shall ensure compliance to the NEQS. 			construction		
Contamination of Surface Water	<ul style="list-style-type: none"> • The Contractor will ensure that roads used by construction vehicles are swept regularly to remove sediment. • Water the material stockpiles, access roads and bare soils on an as required basis to minimize dust. Increase the watering frequency during periods of high risk (e.g. high winds). • Minimize the generation of sediment, oil and grease, litter and any form of waste (particularly fuel and chemical wastes). These substances must not enter waterways or storm water systems. • The Contractor will not discharge cement and water curing directly into water courses. • Ensure that there will be no water stagnation at the construction sites. • The on-site storage of excessive quantities of unwanted spoil and aggregate materials will be avoided. Where storage is necessary, the Contractor will ensure heaps and stockpiles are located at sites that they do not permit direct runoff into watercourses. 	At stockpile/storage areas	Visual inspection	Monthly	Contractor	CSC/WAPDA

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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
	<ul style="list-style-type: none"> • The earthwork and storage of fuel and chemicals may cause short-term water contamination. • Avoid stockpiling especially during the rainy season unless covered by tarpaulins or plastic sheets. • Prioritize re-use of excess spoils and materials in the construction works. • Place storage areas for fuels and lubricants away from any drainage leading to water bodies. 					
Landscape and Aesthetics	<ul style="list-style-type: none"> • Avoid stockpiling of excess excavated soils as far as possible. • Promote beneficial uses of excess excavated soils or immediately dispose to designated areas. 	At stockpile/storage areas	Visual inspection	Throughout the construction phase	Contractor	CSC/WAPDA
Traffic Disruption / Disruption of Public Access	<ul style="list-style-type: none"> • Storage of material outside the designated area will be prohibited. • Construction material will be brought to the site as and when required. • Suitable signboards will be placed at strategic locations. Sign boards will be painted with reflective paints for nocturnal vision. • Where access to or from an individual property is closed for certain period, the owner will be informed prior to the commencement of works. Pedestrian access to schools and mosques will be maintained with the use of walking boards where feasible. • If community access is hindered, alternate routes will be provided. If 	Access road/hauling route At construction sites	Visual inspection Public grievances	Weekly	Contractor	CSC/WAPDA

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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
	provision of alternate route is not present, the contractor will allow lane closure only during nighttime hours when traffic volumes drop substantially from day to night and/or when a longer continuous period of construction activity is needed. <ul style="list-style-type: none"> • Inform public the date and time of activity well before start of work. 					
Disruption to Public Utilities	<ul style="list-style-type: none"> • The Contractor will accurately locate the existing utilities before work commences which can be disrupted by the rehabilitation works. • The Contractor will conduct his operations, make necessary arrangements, take suitable precautions and perform all required works related to the protection of and avoidance of interference with these utilities. • The Contractor will repair all damaged utilities at the earliest to avoid social issues. 	Along the proposed road alignments	Public complaints Visual inspection to ensure that utilities are not damaged	Before start of Construction works Throughout the construction	Contractor	CSC/WAPDA
Occupational Health and Safety Hazards	<ul style="list-style-type: none"> • The Contractor will develop and implement site- specific Health and Safety (H&S) Plan which will include measures such as: (a) excluding public from the site; (b) ensuring all workers are provided with and use personal protective goods; (c) H&S Training for all site personnel; and (d) documentation of work-related accidents. • Ensure that equipped first-aid material boxes will be easily 	At active construction sites, labor camp and material storage area	Usage of Personal Protective Goods Availability of first aid material box	Daily	Contractor	CSC/WAPDA

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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
	<p>accessible throughout the sites.</p> <ul style="list-style-type: none"> • The Contractor will provide H&S orientation training to all new workers to ensure that they are apprised of the basic site rules of work, personal protection, and preventing injuring to fellow workers; • The Contractor will provide suitable personal protective goods, such as but not limited to, helmet, footwear, gloves, ear protector, goggles, dust mask to all workers. • The Contractor will implement Construction Environmental and Social Management Plan (CESMP), which will be in force throughout the duration of the Contract. • Provide awareness to the construction drivers to strictly follow the driving rules. • Enforce on-site speed limit. • Overall, the Contractor will comply with Environmental Code of Practices (ECP) related to H&S. 					
Community Health and Safety Hazards	<ul style="list-style-type: none"> • The Contractor will ensure that visitor do not enter hazard areas unescorted. • Inform public well before construction works. • Where the public could be exposed to danger by any of the site activities, the Contractor will as appropriate provide suitable measures such as, but not limited to barricading of construction area. • Work crews on access roads will 	At active construction sites Along the access roads	Road signage are placed at appropriate locations Community awareness regarding commencement of works	Weekly	Contractor	CSC/WAPDA

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Rehabilitation and Improvement of Thooti to Khowar Road
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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
	include flagmen to provide for the safe passage of traffic and all work sites will be adequately watched and lit during the hours of darkness.					
Social, Cultural and Religious Resources	<p>The Contractor will:</p> <ul style="list-style-type: none"> • Communicate to the locals through community consultation regarding the scope and schedule of construction, as well as certain construction activities causing disruptions or access restriction. • Not block access to the mosques by any of the construction activities. • Stop construction works that produce noise particularly during prayer time. • Restrict all construction activities within the foot prints of the construction sites. • Ensure same mechanism described under GRP for Dasu Hydropower Project. 	<p>At construction sites where deep excavation is required</p> <p>Near religious structures</p>	<p>Visual observation during construction more specifically during excavation process</p>	Weekly	Contractor	CSC/WAPDA
Impact on Flora	Efforts will be made to avoid the cutting of trees. The loss of trees will be compensated by successful plantation of native species at available spaces near subproject roads. The lost trees will be replaced at a ratio of 10:1.	Tree Plantation at suitable locations along or near the subproject road corridors	Visual observation to ensure plantation is growing well.	Throughout the construction phase	Contractor	CSC/WAPDA
Construction Camp	<ul style="list-style-type: none"> • The location of labor camp will be identified by the Contractor and finalized with the consent of the Supervision Consultant before start of works. • The Contractor will identify the location of ancillary facilities away from sensitive areas like densely 	Camp site	<p>Visual observation</p> <p>Layout showing temporary facilities</p> <p>Record keeping</p>	Before and during construction phase	Contractor	CSC/WAPDA

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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
	<p>populated area, schools, healthcare facilities and mosques to minimize the disturbance for locals.</p> <ul style="list-style-type: none"> • Submit to the CSC for approval a detailed layout plan for the development of the construction camp showing the relative locations of all temporary facilities. • Provide safe and reliable water supply, which will meet NEQS. • Provide hygienic sanitary facilities and sewerage system. • Provide treatment facilities for sewerage of toilet and domestic wastes. • Do not establish site specific landfill sites. All solid waste will be collected and removed from the work camp and disposed in approved waste disposal site. • Consider the location of construction camp away from community in order to avoid social conflict in using the natural resources. • Provide fuel to the construction camps for their domestic purpose, in order to discourage them to use fuel wood. • Provide first aid facility round the clock. Maintain stock of medicines in the facility. • Conduct initial health screening of the laborers coming from outside areas. • Train all construction workers in basic sanitation and health care 					

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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
	<p>issues and safety matters, and on the specific hazards of their work.</p> <ul style="list-style-type: none"> • Display emergency contact numbers clearly and prominently at strategic places. • Dismantle and remove from the site all facilities established for the subprojects. • Restore the sites to its condition prior to commencement of the works or to an agreed condition with the landowner. 					
Wastewater Generation	<ul style="list-style-type: none"> • Domestic and chemical effluents from the construction camp will be disposed by the development of on-site sanitation systems i.e. septic tanks; • Proper monitoring to check the compliance of NEQS will be carried out; • Sewage from construction camps will be disposed of after proper pre-treatment and processes such as soakage pit; and • The contractor(s) will be responsible to submit details of site-specific wastewater management plan along with details of wastewater collection, transportation and its disposal. 	At construction sites Camp Site	Visual observation Water Quality Testing	Throughout the construction phase	Contractor	CSC/WAPDA
Solid Waste (Construction, Municipal and Hazardous Waste)	<ul style="list-style-type: none"> • Solid Waste generated during construction and camp sites will be safely disposed in demarcated waste disposal sites and the contractor will provide a proper waste management plan; • Training of work force in the storage 	At construction sites Camp Site	Visual Observation	Throughout the construction phase	Contractor	CSC/WAPDA

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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
	<p>and handling of hazardous materials and chemicals construction workers and supervisory staff will be encouraged and educated to practice waste minimization, reuse and recycling to reduce quantity of the waste;</p> <ul style="list-style-type: none"> • Proper labeling of containers, including the identification and quantity of the contents, hazard contact information etc.; • Waste disposal plan must be reviewed during the entire construction phase in the light of changing weather conditions • Emergency Response Plan shall be prepared to address the accidental spillage of fuels and hazardous goods; • Immediate collection of spilled oils/fuels/lubricants by collection of contaminated soils and skipping oils from surface water by applying appropriate technologies; • Reusing bitumen spillage; and Disposing non-usable bitumen spills in a deep trench providing clay linings at bottom and filled with soil at the top (for at-least 0.5 m); • Used oil shall be collected in separate containers stored on impervious platform with restricted access and shall be sold to licensed contractor and the burning of waste oil shall be strictly restricted; • Segregating and stockpiling 					

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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
	scarified/ milled bituminous material and reusing this material in sub grade/shoulders; and <ul style="list-style-type: none"> • Waste Management Plan shall be prepared by contractor and ensure implementation of the plan. 					
Labor Influx	<ul style="list-style-type: none"> • Labor camp(s) will be established away from residential population; • Preference will be given to the local people to work with contractor, and contractor will hire maximum labor force from the Project Area because this will reduce the labor influx; • Awareness will be created among the work force to ensure respect for local customs; • Construction work will be completed within the stipulated time to move workers to next location; • Labor force will be shuffled with the time; • An effective GRM will be established for the Project to resolve all issues related to the community. Thus, progress regarding resolving the issues will be monitored closely; • Create awareness among workers on proper sanitation and hygiene practices to endorse proper health and maintain good housekeeping practices at all Project sites; • Provide adequate personal hygiene facilities in good condition with adequate supply of clean water; • Make arrangements to treat the affected workers on time to control 	At construction sites Camp Site Near Community	Visual Observation No. of Grievances	Through out the construction phase	Contractor	CSC/WAPDA

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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
	<p>the movement of vector borne diseases;</p> <ul style="list-style-type: none"> • Sensitize workers and surrounding communities on awareness and prevention of COVID-19, HIV/AIDS and sexually transmitted infections (STI) through training, awareness campaigns and workshops during community meetings; • Provide proper and free COVID-19, HIV/AIDS and STI health screening and counseling for site workers and community members; • Develop and enforce a strict code of conduct for workers to regulate behavior in the local communities; • Taking all sensible precautions to avert illicit, vicious conduct by or amongst the Contractor's personnel, and to preserve unity and harmony, and protection of people and property on and near the sites; • Prohibiting drugs, alcohol, weapons, and ammunition on the worksite among personnel; • Site security preparations must be contained within the Bills of Quantities (BoQs) to avoid any delays which might be caused due to insecurity; • Appropriate fencing, security check points, gates and security guards will be provided at the construction sites to ensure the security of all plant, equipment, machinery and materials, as well as to secure the 					

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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
	<ul style="list-style-type: none"> • safety of site staff; and • The Contractor must guarantee that good relations are maintained with local communities and their leaders to help reduce the risk of vandalism and theft. 					
Gender Based Violence	<ul style="list-style-type: none"> • Awareness will be created among the females at individual and community levels about the constructions sites; • During the timing of educational institutions workers will not be allowed to crowd in the surroundings; • Alternative routes for pedestrian will be provided to avoid mixing of women with workers; • Gender protection act will strictly be enforced during the construction activities in the Project Area, and monitor the implementation through field staff; • Raise awareness among the communities of the potential risks of GBV, and establish response services in the communities that can respond to instances of GBV (particularly those related to issues of labor influx); • The Contractor will make sure that no discrimination is made on the basis of gender while hiring of workers. Complete SOPs will be formed and implemented by the contactor regarding working women at site. Implementation on these 	Construction site Near Community	Visual Observation No. of Grievances	Throughout the construction phase	Contractor	CSC/WAPDA

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Impact/Aspect	Mitigation	Monitoring Site/Location	Means of Monitoring	Monitoring Frequency	Implemented by	Supervised/ Approved by
	<p>SOPs will be monitored by the implementation Consultants.</p> <ul style="list-style-type: none"> • Provisions of gender disaggregate bathing, changing, and sanitation facilities; and • Contractor will take proper measures to address and resolve issues relating to harassment, intimidation, and exploitation, especially in relation to women. 					

5.8 NON-COMPLIANCE OF THE ESMP

The implementation of the proposed ESMP involves inputs from various functionaries as discussed earlier. The contractor will be primarily responsible for ensuring implementation of the mitigation measures proposed in the ESMP, which will be part of the contract documents. The provision of the environmental mitigation cost will be made in the total cost of project, for which contractor will be paid on the basis of monthly compliance reports. However, if the contractor fails to comply with the implementation of ESMP and submission of the monthly compliance reports, deductions will be made from the payments to the contractor claimed under the heads of environmental components.

5.9 CONTRACTOR’S OBLIGATION AND MANAGEMENT

The contractor will be primarily responsible for ensuring the implementation of the mitigation measures proposed in the ESMP. The requisite content of this ESMP or complete ESMP will be incorporated in bidding document and will become a part of the contractor’s contract documents. The provision of the environmental and social mitigation cost will be made in the total cost of project, for which the contractor will be paid on the basis of monthly compliance reports and actual work done at site along with resource loading. In addition to this the contractor will be responsible for the preparation and implementation of site specific ESMP also called as CESMP, along with all the sub-plans with prior approval from SC and WAPDA. The contractor will ensure the availability of the E&S staff as mentioned above at site from the start of the project (at mobilization stage) and organogram will be dually approved from SC and WAPDA.

5.10 ENVIRONMENTAL CODES OF PRACTICE

The Contractor will seek to develop and implement the Environmental Codes of Practice (Refer **Annex-B**) for its staff and employees in order to ensure that the intrusion of workers in the project area does not result in any social and environmental and social issues between the workers and locals which can harm the project by causing unnecessary delays. These codes will be reviewed and approved by SC prior to start of the construction activities.

5.11 ENVIRONMENTAL TESTING

Environmental testing will be undertaken before and during the construction phase. The results of analyses are compared with the National Environmental Quality Standards (NEQS).

Table 6: Environmental Testing during Construction Phase

Components	Parameters	No. of Samples	Frequency	Responsibility	Duration
Air Quality	CO, CO ₂ , NO _x , SO _x , PM _{2.5} , PM ₁₀ , SPM	05	Through Third Party	Contractor	24 hours
Noise Level	Day and Night	02	Daily at Active Construction Site through Portable Equipment	Contractor	24 hours

5.12 ESMP IMPLEMENTATION

The Summary of E&S compliance for subproject is presented in **Table 8**.

Table 7: Summary of Environmental and Social Compliance

Sr. No.	Items	Description
1	Personal Protective Equipment (PPE)*	For 50 employees for the provision of dust masks, safety shoes, helmet, jackets, safety goggles, gloves, first aid box, ear plugs
2	Environmental Testing	Refer Table 6
3	Hiring of staff for ESMP implementation	Hiring of one (01) HSE expert for 1.25 year

5.13 GRIEVANCE REDRESS PLAN

The key objective of the GRP is to establish procedures for filing any grievances and disputes on social and environment safeguards and other issues arising out of the implementation of proposed subproject.

The scope and mandate of Grievances Redress Committees (GRCs) to be established under the Plan shall include any grievances or disputes related to policy and/or measures in Dasu Hydropower Project (DHP) social and environmental plans.

A four-tier “bottom up” system of GRC has been established in the DHP, starting with Village Level GRC, (ii) Union Council Level GRC, (iii) District-Level GRC and (iv) Project Level Independent GRC to be led by a retired civil judge.

The mechanism described under GRP will be used for the subproject and will be accessible to the affected persons and communities for redressing their grievances and issues related to social and environmental impacts.

ANNEXES

ANNEX – A

CHECKLIST OF LIKELY ENVIRONMENTAL AND SOCIAL IMPACTS OF SUBPROJECT

CHECKLIST OF LIKELY ENVIRONMENTAL AND SOCIAL IMPACTS OF SUBPROJECT

Name of Subproject: Rehabilitation and Improvement of Thooti to Khowar Road
Number of Subproject: 01
Proposing Agency: Water and Power Development Authority (WAPDA)
Subproject Location: Kandia Valley
Subproject Objective: The objective of the subproject is to improve the road condition and enhancement of road capacity to meet the projected increase in traffic volumes in the Project Area.
Infrastructure to be Rehabilitated: The subproject is the Rehabilitation and Improvement of Thooti to Khowar Road. The subproject components consist of the following facilities:

- Road Construction
- Retaining Structures

Estimated Cost: approximately 334 Million PKR
Proposed Date of Commencement of Work: After necessary approvals

TECHNICAL DRAWING/SPECIFICATIONS REVIEWED (CIRCLE ANSWER):

YES **NO**

SUBPROJECT RELATED ISSUES

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	A. ISSUES	None	Minor/ Small	Moderate/ Medium	Significant/ Large	Mitigation Measures
A.	Zoning and Land Use Planning					
1.	Will the subproject affect land use zoning and planning or conflict with prevalent land use patterns?	✓				Rehabilitation and reconstruction activities will be carried out within the existing ROW.
2.	Will the subproject involve significant land disturbance or site clearance?		✓			<ul style="list-style-type: none"> • The subproject will involve rehabilitation of existing road. Site clearance will involve cutting or uprooting trees/shrubs and other vegetation and debris removal. Earthwork will involve the removal of topsoil and/or unconsolidated rock. Excavation will be carried out for road construction and retaining structures. The following mitigation measures will be carried out: • Excavated material will be reused in the construction, wherever possible. • The excess material (spoils) that cannot be reused will be transported to the disposal site. It will be ensured that none of the excess material is dumped into the Nullah. • A suitable location for spoil disposal will be identified by the Contractor with the consent of the Engineer. The spoils will be placed in layers and will be suitably compacted. Adequate drainage and dust control measures will be carried out at the disposal site. • All disposal sites will be situated in locations which are not affected by floods.
3.	Will the subproject land be subject to potential encroachment by urban or industrial use or located in an area intended for urban or industrial development?	✓				
B.	Utilities and Facilities					
4.	Will the subproject require the setting up of ancillary facilities?		✓			<ul style="list-style-type: none"> • The Contractor will identify the need and location of construction yard/material storage area and construction camp.

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	A. ISSUES	None	Minor/ Small	Moderate/ Medium	Significant/ Large	Mitigation Measures
						<ul style="list-style-type: none"> The mitigation measures that will be applied to potential environmental, social, health and safety (ESHS) impacts will also be used at the ancillary facilities.
5.	Will the subproject make significant demands on utilities and services?		✓			The Contractor will be responsible to provide proper infrastructure facilities such as water supply and sanitation facilities within the labor camp to avoid burden on local resources.
6.	Will the subproject require significant levels of accommodation or service amenities to support the workforce during construction (e.g., contractor will need more than 20 workers)?		✓			If necessary, the Contractor will avoid the requirement of construction camp by hiring the labors locally. The contractor will accommodate the outside workers in a rented house.
C.	Water and Soil Contamination					
7.	Will the subproject require large amounts of raw materials or construction materials?		✓			The Contractor will purchase construction material (cement, sand, aggregates, fuel) from the market.
8.	Will the subproject generate large amounts of residual wastes, construction material waste or cause soil erosion?		✓			The clearing and excavation processes will generate the considerable amount of spoil material. The construction waste will also be produced in small amounts which will be immediately cleared from the site and will be disposed at the spoil disposal sites (see point 2 for mitigation measures applied at the spoil disposal sites).
9.	Will the subproject result in potential soil or water contamination (e.g., from oil, grease and fuel from equipment yards)?		✓			<ul style="list-style-type: none"> During the construction phase, storage and handling of some construction materials (stones, sand, bitumen, gravels, fuel) may pose a risk of soil and water contamination. The following mitigation measures will be carried out: Fuel will be stored on concrete-floored, bunded, facility, covered to provide shade and prevent the ingress of rain. Spill kits will be readily available at material storage sites to deal with accidental spillage. Maintain construction site in a cleaner, tidy and safe condition and provide and maintain appropriate

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	A. ISSUES	None	Minor/ Small	Moderate/ Medium	Significant/ Large	Mitigation Measures
						facilities as temporary storage of all wastes before transportation and final disposal.
10.	Will the subproject lead to contamination of ground and surface waters by herbicides for vegetation control and chemicals (e.g., calcium chloride) for dust control?	✓				
11.	Will the subproject lead to an increase in suspended sediments in streams affected by road cut erosion, decline in water quality and increased sedimentation downstream?		✓			<ul style="list-style-type: none"> • During site clearance and other construction works, the excavated material (if not appropriately managed) may enter into the stream/nullah. The following mitigation measures will be implemented: • Prevention of dumping of excavated material in stream/nullah. • Remove material immediately from the construction site. • Locate stockpiles at an appropriate distance from the stream/nullah.
12.	Will the subproject involve the use of chemicals or solvents?		✓			During the construction, small quantities of chemicals may be used in concrete/bitumen production. They will be handled in a way similar to other hazardous materials such as fuels (see measures given in point 9)
13.	Will the subproject lead to the destruction of vegetation and soil in the right-of-way, borrow pits, waste dumps, and equipment yards?		✓			<ul style="list-style-type: none"> • Vegetation/Trees of sub-mature category might get affected in construction of subproject road. • The mitigation measures will include successful plantation of native species. The lost trees will be replaced at a ratio of 1:10.
14.	Will the subproject lead to the creation of stagnant water bodies in borrow pits, quarries, etc., encouraging for mosquito breeding and other disease vectors?	✓				The Contractor will purchase construction material (cement, sand, aggregates, fuel) from the market.
D.	Noise and Air Pollution Hazardous Substances					
15.	Will the subproject increase the levels of harmful air emissions?		✓			<ul style="list-style-type: none"> • Construction activities particularly earthworks, movement of construction machinery, and the use of aggregates and cement will produce airborne dust. In

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						<p>addition, gaseous emissions due to the combustion of diesel from vehicles, diesel generator sets, etc. will cause some air pollution. The following mitigation measures will be implemented:</p> <ul style="list-style-type: none"> • The Contractor will water the material stockpiles, access roads and bare soils on an as required basis to minimize the potential for environmental nuisance due to dust. • All vehicles used during construction activities will be kept in good working condition and be appropriately tuned. • Construction vehicles carrying materials will be covered with tarpaulin sheets to avoid spilling.
16.	Will the subproject increase ambient noise levels?			✓		<ul style="list-style-type: none"> • During the construction, excavations will increase the ambient noise and vibration levels. The following mitigation measures will be implemented: • Notify adjacent residents /landholders prior any typical noise events. • Organize the loading and unloading of vehicles and handling operations for the purpose of minimizing construction noise on the work site. • Avoid undertaking the noisiest activities, where possible, when working at night near the residential areas. • The Contractor will monitor and analyze noise results and shall ensure compliance to the NEQS.
17.	Will the subproject involve the storage, handling or transport of hazardous substances?		✓			<ul style="list-style-type: none"> • Hazardous material that would be used during the construction are fuels, and chemical additives for concrete. The following measures will be implemented for storage and handling of fuels at the site: • Fuels and chemicals will be stored on concrete-floored, bunded, facility, covered to provide shade and prevent the ingress of rain. • Chemicals will be stored on an impervious base and handled carefully to avoid any spills. • Trained workers will be used in the handling of hazardous material, and MSDS sheets will be made

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						<p>available at the site.</p> <ul style="list-style-type: none"> • Spill kits will be readily available at material storage sites to deal with accidental spillage. • Used chemicals and their containers will be considered as a hazardous waste and will be sold to the vendors. • Provide protective clothing, safety boots, helmets, masks, gloves, goggles, to the construction personnel, appropriate to materials in use.
E.	Fauna and Flora					
18.	Will the subproject involve the disturbance or modification of existing drainage channels (rivers, canals) or surface water bodies (wetlands, marshes)?	✓				
19.	Will the subproject lead to the destruction or damage of terrestrial or aquatic ecosystems or endangered species directly or by induced development?	✓				
20.	Will the subproject lead to the disruption/destruction of wildlife through interruption of migratory routes, disturbance of wildlife habitats, and noise- related problems?	✓				
F.	Destruction/Disruption of Land and Vegetation					
21.	Will the subproject lead to unplanned use of the infrastructure being developed?	✓				
22.	Will the subproject lead to long-term or semi-permanent destruction of soils in cleared areas not suited for agriculture?	✓				
23.	Will the subproject lead to the interruption of subsoil and overland drainage patterns (in areas of cuts and fills)?		✓			Causeways and culverts will be proposed at identified locations to prevent interruption of drainage patterns.
24.	Will the subproject lead to landslides, slumps, slips and other mass movements in road cuts?	✓				
25.	Will the subproject lead to erosion of lands receiving concentrated outflow carried by covered or open drains?	✓				

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26.	Will the subproject lead to long-term or semi-permanent destruction of soils in cleared areas not suited for agriculture?	✓				
27.	Will the subproject lead to health hazards and interference of plant growth adjacent to roads by dust raised and blown by vehicles?		✓			<ul style="list-style-type: none"> • Dust generation from movement of construction vehicles on access road and within the construction site can be a health hazard for nearby residents and may impair plant growth present near the construction site. • The following mitigation measures will be implemented: • Machinery causing excess pollution (e.g. visible smoke) will be banned from construction sites. • Operate the vehicles in a fuel efficient manner. • Limit the idling time of vehicles not more than 2 minutes. • Water the material stockpiles, access roads on an as required basis to minimize the potential for environmental nuisance due to dust. • All vehicles used during construction activities will be kept in good working condition and be appropriately tuned. • Construction vehicles carrying materials will be covered with tarpaulin sheets to avoid dust pollution. • Impose speed limits on all vehicle movement at the worksite to reduce dust emissions.
G. Cultural Property						
28.	Will the subproject have an impact on archaeological or historical sites, including historic urban areas?	✓				
29.	Will the subproject have an impact on religious monuments, structures and/or cemeteries?	✓				
30.	Have Chance Finds procedures been prepared for use in the subproject?	✓				The “chance find procedures” will be incorporated in the contract documents.
H. Expropriation and Social Disturbance						
31.	Will the subproject involve land expropriation or demolition of existing structures?		✓			<ul style="list-style-type: none"> • No existing structure is anticipated to be removed or demolished.
32.	Will the subproject lead to induced settlements					

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	by workers and others causing social and economic disruption?	✓				
33.	Will the subproject lead to environmental and social disturbance by construction camps?		✓			If necessary, the Contractor will avoid the requirement of construction camp by hiring the labors locally. The contractor will accommodate the outside workers in a rented house.
34.	Will the subproject pose community health & safety and OHS risks?		✓			<p>Construction works such as excavations may pose risk to nearby communities and workers. The following measures will be implemented to deal with safety of workers and community:</p> <ul style="list-style-type: none"> • The contractor will barricade the construction area. • The Contractor will provide Personal Protective Equipment (PPE relevant to work) to all workers. • All workers will undergo safety induction training before starting the work. • The contractor will carry out job hazard analysis for the construction activity to identify potential hazards that may arise from the proposed works or working conditions to the project workers: and implement necessary control measures. • Environmental Code of Practices (ECPs) will be the part of the Contract Document.

Site Related Issues

	A. ISSUES	Yes	No	Don't Know	Mitigation Measures
1.	Does the subproject require land acquisition?	✓			<ul style="list-style-type: none"> • No land acquisition is required for the proposed subproject. • In addition, the Contractors will require land for establishment of material storage area, which will be acquired by the contractor on a temporary basis. The Contractor will negotiate with the landowners on rental and lease terms, and will make a legal contract. The Contractor will clear all the debris from the site before handing over to the owner after completion of the lease terms.
2.	Will the subproject negatively impact livelihoods?		✓		The land which is proposed for the project facilities is already an existing road and is not being used for any kind of livelihood activities.
3.	Is the subproject located in an area with designated natural reserves?		✓		
4.	Is the subproject located in an area with unique natural features?		✓		
5.	Is the subproject located in an area with endangered or conservation-worthy ecosystems, fauna or flora?		✓		
6.	Is the subproject located in an area falling within 500 meters of national forests, protected areas, wilderness areas, wetlands, biodiversity, critical habitats, or sites of historical or cultural importance?		✓		
7.	Is the subproject located in an area which would create a barrier for the movement of conservation-worthy wildlife or livestock?		✓		

**Dasu Hydropower Project – Bidding Documents – LADP
Rehabilitation and Improvement of Thooti to Khowar
Road Volume 2, General Specifications (Appendix-A)**

A. ISSUES		Yes	No	Don't Know	Mitigation Measures
8.	Is the subproject located close to groundwater sources, surface water bodies, water courses or wetlands?	✓			The water source for project area is main stream/nullah; however the project activities will not affect the downstream users. The contractor will implement pollution prevention measures to prevent contamination of the water resources during construction of road, allied structures and other construction activities.
9.	Is the subproject located in an area with designated cultural properties such as archaeological, historical and/or religious sites?		✓		
10.	Is the subproject in an area with religious monuments, structures and/or cemeteries?		✓		
11.	Is the project located in an area from where people have been displaced?		✓		
12.	Is the project located in an area where IDPs are temporarily settled?		✓		
13.	Is the project in a politically sensitive area?		✓		
14.	Is the subproject in a polluted or contaminated area?		✓		
15.	Is the subproject located in an area of high visual and landscape quality?		✓		
16.	Is the subproject located in an area susceptible to landslides or erosion?	✓			Roadside erosion/landslide may take place during floods. In order to avoid landslide risk, the Contractor will maintain natural angle of cut slopes to avoid land slide hazards.
17.	Is the subproject located in an area of seismic faults?		✓		
18.	Is the subproject located in a densely populated area?		✓		
19.	Is the subproject located on prime agricultural land?		✓		
20.	Is the subproject located in an area of tourist importance?		✓		
21.	Is the subproject located near a waste dump?		✓		
22.	Does the subproject have access to potable water?	✓			Water supply lines are present to supply water to the community.
23.	Is the subproject located far (1-2 kms) from accessible roads?	✓			

**Dasu Hydropower Project – Bidding Documents – LADP
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	A. ISSUES	Yes	No	Don't Know	Mitigation Measures
24.	Is the subproject located in an area with a wastewater network?		✓		
25.	Is the subproject located in the urban plan of the city?		✓		
26.	Is the subproject located outside the land use plan?		✓		

Signed by Safeguard Focal Person: Name:

Title:

Date:

Signed by Project Manager: Name:

Title:

Date:

INVOLUNTARY RESETTLEMENT SCREENING CHECKLIST

Name of Enumerator: _____ Date: _____
 Province: Khyber Pakhtunkhwa (KP) District: Kohistan
 Project: Rehabilitation and Improvement of Thooti to Khowar Road
 Sector: LADP
 Project Categorization: A **(B)** C1

Potential Impacts	Yes	No	Expected	Remarks
Does the sub-project involve any physical construction work, i.e. rehabilitation, reconstruction or new construction? Specify in "remarks" column.	<input checked="" type="checkbox"/>			The scope of subproject is rehabilitation of existing road and new construction by providing retaining structures.
Does the sub-project involve impacts on land,	<input checked="" type="checkbox"/>			The project will have impact on land and assets within ROW.
Potential impacts				
Land	<input checked="" type="checkbox"/>			No land acquisition is involved in this project.
Government or state-owned land free of occupation (agriculture or settlement)		<input checked="" type="checkbox"/>		
Private land		<input checked="" type="checkbox"/>		
Residential		<input checked="" type="checkbox"/>		
Commercial		<input checked="" type="checkbox"/>		
Agriculture		<input checked="" type="checkbox"/>		
Communal			<input checked="" type="checkbox"/>	
Others		<input checked="" type="checkbox"/>		
Land-based assets:				
Residential structures		<input checked="" type="checkbox"/>		
Commercial structures		<input checked="" type="checkbox"/>		
Community structures		<input checked="" type="checkbox"/>		
Agriculture structures		<input checked="" type="checkbox"/>		
Public utilities			<input checked="" type="checkbox"/>	Construction activities may damage the existing utilities and disconnect supply to the users. The Contractor will accurately locate the existing utilities before work commences which can be disrupted by the rehabilitation works. The Contractor will repair all damaged utilities at the earliest to avoid social issues
Others		<input checked="" type="checkbox"/>		
Agriculture related impacts				
Crops and vegetables		<input checked="" type="checkbox"/>		
Trees	<input checked="" type="checkbox"/>			Vegetation/trees of sub-mature category might get affected in construction of subproject road.

**Dasu Hydropower Project – Bidding Documents – LADP
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Potential Impacts	Yes	No	Expected	Remarks
				The lost trees will be compensated at a ratio of 1:10
Others		<input checked="" type="checkbox"/>		
Affected Persons (DPs)				
Number of DPs			<input checked="" type="checkbox"/>	Will be identified after the revenue survey
Males			<input checked="" type="checkbox"/>	
Females			<input checked="" type="checkbox"/>	
Titled land owners			<input checked="" type="checkbox"/>	
Tenants and sharecroppers		<input checked="" type="checkbox"/>		
Leaseholders		<input checked="" type="checkbox"/>		
Agriculture wage laborers		<input checked="" type="checkbox"/>		
Encroachers and squatters		<input checked="" type="checkbox"/>		
Vulnerable DPs			<input checked="" type="checkbox"/>	
Others		<input checked="" type="checkbox"/>		
Section 2				
Others		<input checked="" type="checkbox"/>		
Are there any tribal people, indigenous or other minority groups affected by land acquisition or project activities If "Yes" check the following items		<input checked="" type="checkbox"/>		
Indigenous groups				
Tribal People				
Minority groups				

ANNEX – B

Environmental and Social Code of Practices

ENVIRONMENTAL AND SOCIAL CODE OF PRACTICES (ESCPS)

Introduction

The objective of the Environmental Code of Practices (ECPs) is to address all potential and general construction related impacts during implementation of the project. The ECPs will provide guidelines for best operating practices and environmental management guidelines to be followed by the contractor for sustainable management of all environmental issues.

The Contractor shall make his employees aware of the codes of practice. The ECPs will form the part of the contract documents and will be used as monitoring tool for compliance. It is mandatory for the contractor to include these ECPs in their subcontracts. Violation of the compliance requirements will be treated as non-compliance leading to the corrections or otherwise imposing penalty on the contractor. Contractor and subcontractors are requested to refer the ESMP for likely environmental and social impacts of the project for further information on corrective actions.

ESCP 1: Waste Management

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
General Waste	Soil and water pollution from the improper management of wastes and excess materials from the construction sites.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Develop waste management plan for various specific waste streams (e.g., reusable waste, flammable waste, construction debris, food waste etc.) prior to commencing of construction and submit to CSC for approval. • Organize disposal of all wastes generated during construction in an environmentally acceptable manner. This will include consideration of the nature and location of disposal site, so as to cause less environmental impact. • Minimize the production of waste materials by 3R (Reduce, Recycle and Reuse) approach. • Segregate and reuse or recycle all the wastes, wherever practical. • Prohibit burning of solid waste • Collect and transport non-hazardous wastes to all the approved disposal sites. Vehicles transporting solid waste shall be covered with tarps or nets to prevent spilling waste along the route • Train and instruct all personnel in waste management practices and procedures as a component of the environmental induction process. • Provide refuse containers at each worksite. • Request suppliers to minimize packaging where practicable. • Place a high emphasis on good housekeeping practices. • Maintain all construction sites in a cleaner, tidy and safe condition and provide and maintain appropriate facilities as temporary • Storage of all wastes before transportation and final disposal.
Hazardous Waste	Health hazards and environmental impacts due to improper waste management practices	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Collect chemical wastes drums (or similar sealed container), appropriately labeled for safe transport to an approved chemical waste depot. • Store, transport and handle all chemicals avoiding potential environmental pollution. • Store all hazardous wastes appropriately in bunded areas away from water courses. • Make available Material Safety Data Sheets (MSDS) for hazardous materials on-site during construction. • Collect hydrocarbon wastes, including lube oils, for safe transport off-site for reuse, recycling, treatment or disposal at approved locations. • Construct concrete or other impermeable flooring to prevent seepage in case of spills

ESCP 2: Fuels and Hazardous Goods Management

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Fuels and hazardous goods.	Materials used in construction have a potential to be a source of contamination. Improper storage and handling of fuels, lubricants, chemicals and hazardous goods/materials on-site, and potential spills from these goods may harm the environment or health of construction workers.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Prepare spill control procedures and submit the plan for CSC approval. • Train the relevant construction personnel in handling of fuels and spill control procedures. • Store dangerous goods in bunded areas on a top of a sealed plastic sheet away from watercourses; and also under a rainwater shed (to prevent contact with rainwater). • Refueling shall occur only within bunded areas. • Make available MSDS for chemicals and dangerous goods on-site. • Transport waste of dangerous goods, which cannot be recycled, to a designated disposal site approved by KP EPA or sold to KP EPA registered vendors. • Provide absorbent and containment material (e.g., absorbent matting) where hazardous material are used and stored and personnel trained in the correct use. • Provide protective clothing, safety boots, helmets, masks, gloves, goggles, to the construction personnel, appropriate to materials in use. • Make sure all containers, drums, and tanks that are used for storage are in good condition and are labeled with expiry date. Any container, drum, or tank that is dented, cracked, or rusted might eventually leak. Check for leakage regularly to identify potential problems before they occur. • Put containers and drums in temporary storages in clearly marked areas, where they will not be run over by vehicles or heavy machinery. The area shall preferably slope or drain to a safe collection area in the event of a spill. • Put containers and drums in permanent storage areas on an impermeable floor that slopes to a safe collection area in the event of a spill or leak. • Take all precautionary measures when handling and storing fuels and lubricants, avoiding environmental pollution. • Avoid the use of material with greater potential for contamination by substituting them with more environmentally friendly materials. • Return the gas cylinders to the supplier. However, if they are not empty prior to their return, they must be labeled with the name of the material they contained or contain, information on the supplier, cylinder serial number, pressure, their last • Hydrostatic test date, and any additional identification marking that may be considered necessary.

ESCP 3: Water Resources Management

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Hazardous Material and Waste	Water pollution from the storage, handling and disposal of hazardous materials and general construction waste, and accidental spillage	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Follow the management guidelines proposed in ESCPs 1 and 2. • Minimize the generation of sediment, oil and grease, excess nutrients, organic matter, litter, debris and any form of waste (particularly petroleum and chemical wastes). These substances must not enter waterways, storm water systems or underground water tables
Discharge from construction sites	Waste waters from construction sites and work camps. The construction works will modify groundcover and topography changing the surface water drainage patterns of the area including infiltration and storage of storm water.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Minimize the amount of exposed soil at any one time (only clear vegetation immediately before construction is about to begin) • Install temporary drainage works (channels and bunds) in areas required for sediment and erosion control and around storage areas for construction materials • Install temporary sediment basins, where appropriate, to capture sediment-laden run-off from site • Divert runoff from undisturbed areas around the construction site • Stockpile materials away from drainage lines • Prevent all solid entering waterways by collecting solid waste, oils, chemicals, bitumen spray waste and wastewaters from brick, concrete and asphalt cutting and transport to an approved waste disposal site or recycling depot • Collect, transport and discharge the septic tank waste from the construction camps in the nearby municipal waste water treatment plants • Ensure that tires of construction vehicles are cleaned in the washing bay (constructed at the entrance of the construction site) to remove the mud from the wheels. This shall be done in every exit of each construction vehicle to ensure the local roads are kept clean.
Soil Erosion and siltation	Soil erosion and dust from the material stockpiles will increase the sediment and contaminant loading of surface water bodies.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Ensure that sealed roads used by construction vehicles are swept regularly to remove sediment. • Water the material stockpiles, access roads and bare soils on an as required basis to minimize dust. Increase the watering frequency during periods of high risk (e.g. high winds)

ESCP 4: Drainage Management

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Excavation and earth works, and construction yards	Lack of proper drainage for rainwater/liquid waste or wastewater owing to the construction activities harms environment in terms of water and soil contamination, and mosquito growth.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Prepare a program for prevent/avoid standing waters, which CSC will verify in advance and confirm during implementation • Provide alternative drainage for rainwater if the construction works/earth-fillings cut the established drainage line • Establish local drainage line with appropriate silt collector and silt screen for rainwater or wastewater connecting to the existing established drainage lines already there • Rehabilitate road drainage structures immediately if damaged by contractors' road transports. • Build new drainage lines as appropriate and required for wastewater from construction yards connecting to the available nearby recipient water bodies. Ensure wastewater quality conforms to the relevant standards provided by NEQS, before it being discharged into the recipient water bodies. • Ensure the internal roads/hard surfaces in the construction yards/construction camps that generate has storm water drainage to accommodate high runoff during downpour and that there is no stagnant water in the area at the end of the downpour. • Construct wide drains instead of deep drains to avoid sand deposition in the drains that require frequent cleaning. • Provide appropriate silt collector and silt screen at the inlet and manholes and periodically clean the drainage system to avoid drainage congestion • Protect natural slopes of drainage channels to ensure adequate storm water drains. • Regularly inspect and maintain all drainage channels to assess and alleviate any drainage congestion problem. • Reduce infiltration of contaminated drainage through storm water management design
Ponding of water	Health hazards due to mosquito breeding	<ul style="list-style-type: none"> • Do not allow ponding of water especially near the waste storage areas and construction camps • Discard all the storage containers that are capable of storing of water, after use or store them in inverted position

ESCP 5: Soil Quality Management

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Storage of Hazardous	Spillage of hazardous and toxic chemicals will contaminate the	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Strictly manage the wastes management plans

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Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
and toxic chemicals	soils	<p>proposed in ESCP1 and storage of materials in ESCP2</p> <ul style="list-style-type: none"> • Construct appropriate spill contaminant facilities for all fuel storage areas • Establish and maintain a hazardous materials register detailing the location and quantities of hazardous substances including the storage, use of disposals • Train personnel and implement safe work practices for minimizing the risk of spillage • Identify the cause of contamination, if it is reported, and contain the area of contamination. The impact may be contained by isolating the source or implementing controls around the affected site • Remediate the contaminated land using the most appropriate available method to achieve required commercial/industrial guideline validation results
Construction material stock piles	Erosion from construction material stockpiles may contaminate the soils	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Protect the toe of all stockpiles, where erosion is likely to occur, with silt fences, straw bales or bunds

ESCP 6: Erosion and Sediment Control

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Construction activities and material stockpiles	The impact of soil erosion are (i) Increased run off and sedimentation causing a greater flood hazard to the downstream, (ii) destruction of aquatic environment in nearby lakes, streams, and reservoirs caused by erosion and/or deposition of sediment damaging the spawning grounds of fish, and (iii) destruction of vegetation by burying or gullyng.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Locate stockpiles away from drainage lines • Protect the toe of all stockpiles, where erosion is likely to occur, with silt fences, straw bales or bunds • Remove debris from drainage paths and sediment control structures • Cover the loose sediments and water them if required • Divert natural runoff around construction areas prior to any site disturbance • Install protective measures on site prior to construction, for example, sediment traps • Observe the performance of drainage structures and erosion controls during rain and modify as required.

ESCP 7: Top Soil Management

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Land clearing	Earthworks will impact the fertile	The Contractor shall

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Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
and earth works	top soils that are enriched with nutrients required for plant growth or agricultural development.	<ul style="list-style-type: none"> • Strip the top soil to a depth of 15 cm and store in stock piles of height not exceeding 2m. • Remove unwanted materials from top soil like grass, roots of trees and similar others. • The stockpiles will be done in slopes of 2:1 to reduce surface runoff and enhance percolation through the mass of stored soil. • Locate topsoil stockpiles in areas outside drainage lines and protect from erosion. • Construct diversion channels and silt fences around the topsoil stockpiles to prevent erosion and loss of topsoil. • Spread the topsoil to maintain the physico-chemical and biological activity of the soil. The stored top soil will be utilized for covering all disturbed area and along the proposed plantation sites • Prior to the re-spreading of topsoil, the ground surface will be ripped to assist the bunding of the soil layers, water penetration and revegetation
Transport	Vehicular movement outside right of way of existing roads or temporary access roads will affect the soil fertility of the agricultural lands	<ul style="list-style-type: none"> • Limit equipment and vehicular movements to within the approved construction zone • Construct temporary access tracks to cross concentrated water flow lines at right angles • Plan construction access to make use, if possible, of the final road alignment • Use vehicle-cleaning devices, for example, ramps or wash down areas

ESCP 8: Topography and Landscaping

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Land clearing and earth works	Construction activities especially earthworks will change topography and disturb the natural rainwater/flood water drainage as well as will change the local landscape.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Ensure the topography of the final surface of all raised lands (construction yards, approach roads, access roads, etc.) are conducive to enhance natural draining of rainwater/flood water; • Keep the final or finished surface of all the raised lands free from any kind of depression that insists water logging • Undertake mitigation measures for erosion control/prevention by grass-turfing and tree plantation, where there is a possibility of rain- cut that will change the shape of topography. • Cover immediately the uncovered open surface that has no use of construction activities with grass-cover and tree plantation to prevent soil erosion and bring improved landscaping

ESCP 9: Air Quality Management

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Construction vehicular traffic	Air quality can be adversely affected by vehicle exhaust emissions and combustion of fuels.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Fit vehicles with appropriate exhaust systems and emission control devices. Maintain these devices in good working condition. • Operate the vehicles in a fuel efficient manner • Cover haul vehicles carrying dusty materials moving outside the construction site • Impose speed limits on all vehicle movement at the worksite to reduce dust emissions • Control the movement of construction traffic • Water construction materials prior to loading and transport • Service all vehicles regularly to minimize emissions • Limit the idling time of vehicles not more than 2 minutes
Construction machinery	Air quality can be adversely affected by emissions from machinery and combustion of fuels.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Fit machinery with appropriate exhaust systems and emission control devices. Maintain these devices in good working condition in accordance with the specifications defined by their manufacturers to maximize combustion efficiency and minimize the contaminant emissions. Proof or maintenance register shall be required by the equipment suppliers and contractors/subcontractors • Focus special attention on containing the emissions from generators • Machinery causing excess pollution (e.g. visible smoke) will be banned from construction sites • Service all equipment regularly to minimize emissions • Provide filtering systems, duct collectors or humidification or other techniques (as applicable) to the concrete batching and mixing plant to control the particle emissions in all its stages, including unloading, collection, aggregate handling, cement dumping, circulation of trucks and machinery inside the installations
Construction activities	Dust generation from construction sites, material stockpiles and access roads is a nuisance in the environment and can be a health hazard.	<ul style="list-style-type: none"> • Water the material stockpiles, access roads and bare soils on an as required basis to minimize the potential for environmental nuisance due to dust. Increase the watering frequency during periods of high risk (e.g. high winds). Stored materials such as gravel and sand shall be covered and confined to avoid their being wind-drifted • Minimize the extent and period of exposure of the bare surfaces • Reschedule earthwork activities or vegetation clearing activities, where practical, if necessary to avoid during periods of high wind and if visible dust is blowing off-site

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Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
		<ul style="list-style-type: none"> • Store the cement in silos and minimize the emissions from silos by equipping them with filters. • Establish adequate locations for storage, mixing and loading of construction materials, in a way that dust dispersion is prevented because of such operations • Crushing of rocky and aggregate materials shall be wet-crushed, or performed with particle emission control systems

ESCP 10: Noise and Vibration Management

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Construction vehicular traffic	Noise quality will be deteriorated due to vehicular traffic	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Maintain all vehicles in order to keep it in good working order in accordance with manufactures maintenance procedures • Make sure all drivers will comply with the traffic codes concerning maximum speed limit, driving hours, etc. • Organize the loading and unloading of trucks, and handling • operations for the purpose of minimizing construction noise on the work site
Construction machinery	Noise and vibration may have an impact on people, property, fauna, livestock and the natural environment.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Appropriately site all noise generating activities to avoid noise pollution to local residents • Use the quietest available plant and equipment • Modify equipment to reduce noise (for example, noise control kits, lining of truck trays or pipelines) • Maintain all equipment in order to keep it in good working order in accordance with manufactures maintenance procedures. Equipment suppliers and contractors shall present proof of maintenance register of their equipment. • Install acoustic enclosures around generators to reduce noise levels. • Fit high efficiency mufflers to appropriate construction equipment • Avoid the unnecessary use of alarms, horns and sirens
Construction activity	Noise and vibration may have an impact on people, property, fauna, livestock and the natural environment.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Notify adjacent landholders prior any typical noise events outside of daylight hours (6 pm to 7 am) if the construction works are being carried out near residential areas • Educate the operators of construction equipment on potential noise problems and the techniques to minimize noise emissions • Employ best available work practices on-site to minimize occupational noise levels

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
		<ul style="list-style-type: none"> • Install temporary noise control barriers where appropriate • Notify affected people if major noisy activities will be undertaken, • e.g. pile driving • Plan activities on site and deliveries to and from site to minimize impact • Monitor and analyze noise and vibration results and adjust construction practices as required. • Avoid undertaking the noisiest activities, where possible, when working at night (6pm to 7 am) near the residential areas

ESCP 11: Protection of Flora

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Vegetation clearance	Local flora are important to provide shelters for the birds, offer fruits and/or timber/fire wood, protect soil erosion and overall keep the environment very friendly to human-living. As such damage to flora has wide range of adverse environmental impacts.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Reduce disturbance to surrounding vegetation • Use appropriate type and minimum size of machine to avoid disturbance to adjacent vegetation. • Get approval from supervision consultant for clearance of vegetation. • Make selective and careful pruning of trees where possible to reduce need of tree removal. • Control noxious weeds by disposing of at designated dump site or burn on site. • Clear only the vegetation that needs to be cleared in accordance with the plans. These measures are applicable to both the construction areas as well as to any associated activities such as sites for stockpiles, disposal of fill and construction of diversion roads, etc. • Before excavation, mark the trees that must remain on the site and cannot be removed. • Do not burn off cleared vegetation – where feasible, chip or mulch and reuse it for the rehabilitation of affected areas, temporary access tracks or landscaping. Mulch provides a seed source, can limit embankment erosion, retains soil moisture and nutrients, and encourages re-growth and protection from weeds. • Return topsoil and mulched vegetation (in areas of native vegetation) to approximately the same area of the roadside it came from. • Avoid work within the drip-line of trees to prevent damage to the tree roots and compacting the soil. • Minimize the length of time the ground is exposed or excavation left open by clearing and re-vegetate the area at the earliest practically possible. • Ensure excavation works occur progressively and

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
		re-vegetation done at the earliest <ul style="list-style-type: none"> • Provide adequate knowledge to the workers regarding nature protection and the need of avoid felling trees during construction • Supply appropriate fuel in the work caps to prevent fuel wood collection

ESCP 12: Protection of Fauna

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Vegetation clearance	Clearance of vegetation may impact shelter, feeding and/or breeding of animals	The Contractor shall Restrict the tree removal to the minimum required. <ul style="list-style-type: none"> • Retain tree hollows on site, or relocate hollows, where appropriate • Leave dead trees where possible as habitat for fauna • Identify the trees that require specific attention (e.g the hollow bearing trees) and fell them in a manner which reduces the potential for fauna mortality. Felled trees will be inspected after felling for fauna and if identified and readily accessible will be removed and relocated or rendered assistance if injured. After felling, hollow bearing trees will remain unmoved overnight to allow animals to move of their own volition.
Construction camps	Illegal poaching	<ul style="list-style-type: none"> • Provide adequate knowledge to the workers regarding protection of flora and fauna, and relevant government regulations and punishments for illegal poaching.

ESCP 13: Road Transport and Road Traffic Management

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Construction vehicular traffic	Increased traffic use of road by construction vehicles will affect the movement of normal road traffics and the safety of the road-users.	The Contractor shall <ul style="list-style-type: none"> • Prepare and submit a traffic management plan to the CSC for their approval before commencement of construction. • Include in the traffic management plan to ensure uninterrupted traffic movement during construction: detailed drawings of traffic arrangements showing all detours, temporary road, temporary bridges temporary diversions, necessary barricades, warning signs/ lights, and road signs. • Provide signs at strategic locations of the roads complying with the schedules of signs contained in the Pakistan Traffic Regulations. • Install and maintain a display board at each important road intersection on the roads to be

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Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
		<p>used during construction, which shall clearly show the following information in local language:</p> <ul style="list-style-type: none"> • Location: chainage and village name • Duration of construction period • Period of proposed detour / alternative route • Suggested detour route map • Name and contact address/telephone number of the concerned personnel • Name and contact address / telephone number of the Contractor • Inconvenience is sincerely regretted.
Construction vehicular traffic	Accidents and spillage of fuels and chemicals	<ul style="list-style-type: none"> • Restrict truck deliveries, where practicable, to day time working hours (7 am to 6 pm). • Restrict the transport of oversize loads. • Operate road traffics/transport vehicles, if possible, to non-peak periods to minimize traffic disruptions. • Enforce on-site speed limit

ESCP 14: Construction Camp Management

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Siting and Location of construction camps	Campsites for construction workers are the important locations that have significant impacts such as health and safety hazards on local resources and infrastructure of nearby communities.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Locate the construction camps within the proposed site • Consider the location of construction camps away from communities in order to avoid social conflict in using the natural resources such as water or to avoid the possible adverse impacts of the construction camps on the surrounding communities. • Submit to the CSC for approval a detailed layout plan for the development of the construction camp showing the relative locations of all temporary buildings and facilities that are to be constructed together with the location of site roads, fuel storage areas (for use in power supply generators), solid waste management and dumping locations, and drainage facilities, prior to the development of the construction camps. • Local authorities responsible for health, religious and security shall be duly informed on the set up of camp facilities so as to maintain effective surveillance over public health, social and security matters
Construction Camp Facilities	Lack of proper infrastructure facilities, such as housing, water supply and sanitation facilities will increase pressure on the local services and generate substandard living standards	<ul style="list-style-type: none"> • Contractor shall provide the following facilities in the campsites • Housing facilities for all the non-local workers hired by the contractor • Safe and reliable water supply. • Hygienic sanitary facilities and sewerage system.

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Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
	and health hazards.	<p>The toilets and domestic waste water will be collected through a common sewerage. Provide separate latrines and bathing places for males and females with total isolation by wall or by location. The minimum number of toilet facilities required is one toilet for every ten persons.</p> <ul style="list-style-type: none"> • Treatment facilities for sewerage of toilet and domestic wastes • Storm water drainage facilities. Both sides of roads are to be provided with shallow v drains to drain off storm water to a silt retention pond which shall be sized to provide a minimum of 20 minutes retention of storm water flow from the whole site. Channel all discharge from the silt retention pond to natural drainage via a grassed swale at least 20 meters in length with suitable longitudinal gradient. • Paved internal roads. Ensure with grass/vegetation coverage to be made of the use of top soil that there is no dust generation from the loose/exposed sandy surface. Pave the internal roads of at least haring-bond bricks to suppress dusts and to work against possible muddy surface during monsoon. • Provide child crèches for women working construction site. The crèche shall have facilities for dormitory, kitchen, indoor and outdoor play area. Schools shall be attached to these crèches so that children are not deprived of education whose mothers are construction workers • Provide in-house community/common entertainment facilities. dependence of local entertainment outlets by the construction camps to be discouraged/prohibited to the extent possible.
Disposal of waste	Management of wastes is crucial to minimize impacts on the environment	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Ensure proper collection and disposal of solid wastes within the construction camps • Insist waste separation by source; organic wastes in one pot and inorganic wastes in another pot at household level. • Store inorganic wastes in a safe place within the household and clear organic wastes on daily basis to waste collector. Establish waste collection, transportation and disposal systems with the manpower and equipment/vehicles needed. • Dispose organic wastes in a designated safe place on daily basis. At the end of the day cover the organic wastes with a thin layer of sand so that flies, mosquitoes, dogs, cats, rats, are not attracted. One may dig a large hole to put organic wastes in it; take care to protect groundwater from contamination by leachate formed due to decomposition of wastes. Cover the bed of the pit with impervious layer of materials (clayey or thin concrete) to protect groundwater from

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Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
		<p>contamination.</p> <ul style="list-style-type: none"> • Locate the garbage pit/waste disposal site min 500 m away from the residence so that peoples are not disturbed with the odor likely to be produced from anaerobic decomposition of wastes at the waste dumping places. Encompass the waste dumping place by fencing and tree plantation to prevent children to enter and play with. • Do not establish site specific landfill sites. All solid waste will be collected and removed from the work camps and disposed in approval waste disposal sites.
Fuel supplies for cooking purposes	Illegal sourcing of fuel wood by construction workers will impact the natural flora and fauna	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Provide fuel to the construction camps for their domestic purpose, in order to discourage them to use fuel wood or other biomass. • Made available alternative fuels like natural gas or kerosene on ration to the workforce to prevent them using biomass for cooking. • Conduct awareness campaigns to educate workers on preserving the protecting the biodiversity and wildlife of the project area, and relevant government regulations and punishments on wildlife protection.
Health and Hygiene	There will be a potential for diseases to be transmitted including COVID 19, heat stroke, malaria, exacerbated by inadequate health and safety practices. There will be an increased risk of work crews spreading sexually transmitted infections and HIV/AIDS.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Provide adequate health care facilities within construction sites. • Provide first aid facility round the clock. Maintain stock of medicines in the facility and appoint fulltime designated first aider or nurse. • Provide ambulance facility for the laborers during emergency to be transported to nearest hospitals. • Initial health screening of the laborers coming from outside areas • Train all construction workers in basic sanitation and health care issues and safety matters, and on the specific hazards of their work • Provide COVID 19, heat stroke and HIV awareness programming, including STI (sexually transmitted infections) and HIV information, education and communication for all workers on regular basis • Complement educational interventions with easy access to condoms at campsites as well as voluntary counseling and testing • Provide adequate drainage facilities throughout the camps to ensure that disease vectors such as stagnant water bodies and puddles do not form. Regular mosquito repellent sprays during monsoon. • Carryout short training sessions on best hygiene practices to be mandatorily participated by all workers. Place display boards at strategic locations within the camps containing messages

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Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
		on best hygienic practices
Safety	In adequate safety facilities to the construction camps may create security problems and fire hazards	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Provide appropriate security personnel (police / home guard or private security guards) and enclosures to prevent unauthorized entry in to the camp area. • Maintain register to keep a track on a head count of persons present in the camp at any given time. • Encourage use of flameproof material for the construction of labor housing / site office. Also, ensure that these houses/rooms are of sound construction and capable of withstanding wind storms/cyclones. • Provide appropriate type of firefighting equipment suitable for the construction camps • Display emergency contact numbers clearly and prominently at strategic places in camps. • Communicate the roles and responsibilities of laborers in case of emergency in the monthly meetings with contractors.
Site Restoration	Restoration of the construction camps to original condition requires demolition of construction camps.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Dismantle and remove from the site all facilities established within the construction camp including the perimeter fence and lockable gates at the completion of the construction work. • Dismantle camps in phases and as the work gets decreased and not wait for the entire work to be completed • Give prior notice to the laborers before demolishing their camps/units • Reuse the demolition debris to a maximum extent. Dispose remaining debris at the designated waste disposal site. • Handover the construction camps with all built facilities as it is if agreement between both parties (contractor and land-owner) has been made so. • Restore the site to its condition prior to commencement of the works or to an agreed condition with the landowner. • Not make false promises to the laborers for future employment in O&M of the project.

ESCP 15: Socio-Cultural and Religious Issues

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Construction activities near residential areas	Disturbance from construction activities (dust, noise, traffic, conflicts with contractor's work force etc.)	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Establish a system for receiving complaints from the community and address them (the community can also make complaints to the GRM established under the project) • Shall ensure all the construction workers follows

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Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
		<p>the following code of conduct:</p> <ul style="list-style-type: none"> • All workers are strictly forbidden to establish any kind of relationship with local women bring any unrelated women to the project site. • All workers will avoid sexual harassment and child abuse. • All workers must not leave the camps or work sites unless a written authorization is issued by the respective supervisor • The contractors will advise and prohibit the local population and its authorities or representatives not to enter the project operation areas (camp sites, colonies, etc.) in order to minimize the potential risk of incidents related to the operations.
<p>Construction activities near Religious and cultural sites</p>	<p>Disturbance from construction works to the cultural and religious sites, and contractors lack of knowledge on cultural issues cause social disturbances.</p>	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Communicate to the public through community consultation and newspaper announcements regarding the scope and schedule of construction, as well as certain construction activities causing disruptions or access restriction. • Do not block access to cultural and religious sites, wherever possible • Restrict all construction activities within the foot prints of the construction sites. • Stop construction works that produce noise (particularly during prayer time) shall there be any mosque/religious/educational institutions close to the construction sites and users make objections. • Take special care and use appropriate equipment when working next to a cultural/religious institution. • Stop work immediately and notify the site manager if, during construction, an archaeological or burial site is discovered. It is an offence to recommence work in the vicinity of the site until approval to continue is given by the CSC/WAPDA. • Provide separate prayer facilities to the construction workers. • Show appropriate behavior with all construction workers especially women and elderly people • Allow the workers to participate in praying during construction time • Resolve cultural issues in consultation with local leaders and supervision consultants • Establish a mechanism that allows local people to raise grievances arising from the construction process. • Inform the local authorities responsible for health, religious and security duly informed before commencement of civil works so as to maintain effective surveillance over public health, social and security matters

ESCP 16: Worker Health and Safety

Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Best practices	Construction works may pose health and safety risks to the construction workers and site visitors leading to severe injuries and deaths. The population in the proximity of the construction site and the construction workers will be exposed to a number of (i) biophysical health risk factors, (e.g. noise, dust, chemicals, construction material, solid waste, waste water, vector transmitted diseases etc), (ii) risk factors resulting from human behavior (e.g. COVID 19, heat stroke, STD, HIV etc) and (iii) road accidents from construction traffic.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Implement suitable safety standards for all workers and site visitors which shall not be less than those laid down on the international standards (e.g. International Labor Office guideline on ‘Safety and Health in Construction; World Bank Group’s ‘Environmental Health and Safety Guidelines’) and contractor’s own national standards or statutory regulations, in addition to complying with the national standards of the Government of Pakistan • Provide the workers with a safe and healthy work environment, taking into account inherent risks in its particular construction activity and specific classes of hazards in the work areas, • Provide personal protection equipment (PPE) for workers, such as safety boots, helmets, masks, gloves, protective clothing, goggles, full-face eye shields, and ear protection. Maintain the PPE properly by cleaning dirty ones and replacing them with the damaged ones. • Safety procedures include provision of information, training and protective clothing to workers involved in hazardous operations and proper performance of their job • Appoint an environment, health and safety manager to look after the health and safety of the workers • Inform the local authorities responsible for health, religious and security duly informed before commencement of civil works and establishment of construction camps so as to maintain effective surveillance over public health, social and security matters
Best practices	Child and pregnant labor	The Contractor shall not hire children of less than 16 years of age and pregnant women or women who delivered a child within 8 preceding weeks, in accordance with the national Labor Laws
Accidents	Lack of first aid facilities and health care facilities in the immediate vicinity will aggravate the health conditions of the victims	<ul style="list-style-type: none"> • Provide health care facilities and first aid facilities are readily available. Appropriately equipped first-aid stations shall be easily accessible throughout the place of work • Document and report occupational accidents, diseases, and incidents. • Prevent accidents, injury, and disease arising from, associated with, or occurring in the course of work by minimizing, so far as reasonably practicable, the causes of hazards. In a manner consistent with good international industry practice.

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Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
		<ul style="list-style-type: none"> • Identify potential hazards to workers, particularly those that may be life-threatening and provide necessary preventive and protective measures. • Provide awareness to the construction drivers to strictly follow the driving rules • Provide adequate lighting in the construction area and along the roads
Construction Camps	Lack of proper infrastructure facilities, such as housing, water supply and sanitation facilities will increase pressure on the local services and generate substandard living standards and health hazards.	<p>The Contractor shall provide the following facilities in the campsites to improve health and hygienic conditions as mentioned in ECP 14 Construction Camp Management</p> <ul style="list-style-type: none"> • Adequate ventilation facilities • Safe and reliable water supply • Hygienic sanitary facilities and sewerage system. The toilets and domestic wastewater will be collected through a common sewerage. • Treatment facilities for sewerage of toilet and domestic wastes • Storm water drainage facilities. • Recreational and social facilities • Safe storage facilities for petroleum and other chemicals in accordance with ESCP 2 • Solid waste collection and disposal system in accordance with ESCP1. • Arrangement for trainings • Paved internal roads. • Security fence at least 2 - 3 m height. • Sick bay and first aid facilities
Water and sanitation facilities at the construction sites	Lack of Water sanitation facilities at construction sites cause inconvenience to the construction workers and affect their personal hygiene.	<ul style="list-style-type: none"> • The contractor shall provide portable toilets at the construction sites, if about 25 people are working the whole day for a month. Location of portable facilities shall be at least 6 m away from storm drain system and surface waters. These portable toilets shall be cleaned once a day and all the sewerage shall be pumped from the collection tank once a day and shall be brought to the common septic tank for further treatment. • Contractor shall provide bottled drinking water facilities to the construction workers at all the construction sites.
Other ECPs	Potential risks on health and hygiene of construction workers and general public	<p>The Contractor shall follow the following ESCPs to reduce health risks to the construction workers and nearby community</p> <ul style="list-style-type: none"> • ESCP 2: Fuels and Hazardous Goods Management • ESCP 4: Drainage Management • ESCP 9: Air Quality Management • ESCP 10: Noise and Vibration Management • ESCP 13: Road Transport and Road Traffic Management
Trainings	Lack of awareness and basic knowledge in health care among the construction workforce,	<p>The Contractor shall</p> <ul style="list-style-type: none"> • Train all construction workers in basic sanitation and health care issues (e.g., how to avoid malaria,

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Project Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
	make them susceptible to potential diseases.	<p>heat stroke, COVID-19 and transmission of sexually transmitted infections (STI) HIV/AIDS.</p> <ul style="list-style-type: none"> • Train all construction workers in general health and safety matters, and on the specific hazards of their work. Training shall consist of basic hazard awareness, site specific hazards, safe work practices, and emergency procedures for fire, evacuation, and natural disaster, as appropriate. • Commence the malaria, heat stroke, COVID-19, HIV/AIDS and STI education campaign before the start of the construction phase and complement it with by a strong condom marketing, increased access to condoms in the area as well as to voluntary counseling and testing. • Implement malaria, COVID-19, heat stroke, HIV/AIDS and STI education campaign targeting all workers hired, international and national, female and male, skilled, semi- and unskilled occupations, at the time of recruitment and thereafter pursued throughout the construction phase on ongoing and regular basis. This shall be complemented by easy access to condoms at the workplace as well as to voluntary counseling and testing.

Volume 2
TECHNICAL SPECIFICATIONS

REHABILITATION AND IMPROVEMENT OF THOOTI TO KHOWAR ROAD
TECHNICAL SPECIFICATION

IMPORTANT NOTE:

- 1) The KPK MRS and WAPDA CSR items as given in the BOQ shall be executed in-conformance with the Technical Specifications issued by Khyber Pakhtunkhwa, Government of Pakistan for Market Rate System (MRS) Items and Water and Power Development Authority (WAPDA), Government of the Pakistan for Composite schedule of Rates (CSR) Items respectively and whereof any such specification appearing in this document shall be deemed as null and void.

Whereby

- 2) The Non-CSR items as given in the BOQ shall be executed in-conformance with the enclosed Technical Specifications.

NS PVC PIPES

1.1 PVC PIPE/ACCESSORIES

The PVC pipe/accessories shall be manufactured according to the standards as below.

PS4607 Part-1: PVC conduits and accessories (metric units)
BS3595: PVC pipes and accessories.

The PVC pipes and their accessories shall be of polyvinyl chloride (PVC) complying with above stated or equivalent other reputed standards. Manufactured smooth bends shall be used where pipe/conduit changes direction. Bending of conduit by heating or otherwise shall be allowed only at special situation with the approval of Engineer. The use of sharp bends or tees shall not be allowed. The PVC Pipes/conduits of approved brand shall be used. PVC pipes shall be placed underground across the road for future use. These pipes shall be surrounded by concrete which shall conform to provisions of section 401 and shall be paid extra under pay item No. 401a.

1.2 MEASUREMENT AND PAYMENT

Measurement shall be made for the number of running meters for PVC pipe acceptably supplied and installed by the Contractor.

Payment shall be made for the number of running meters of PVC pipe measured as provided above, at the Contract unit price per running metre and shall constitute full compensation for supplying installing, connecting, earth excavation and backfilling to the satisfaction of the Engineer including all accessories.

Pay Item No.	Description	Unit of Measurement
NS	PVC Pipe 4" dia	M
