



GOVERNMENT
OF KHYBER
PAKHTUNKHWA



KHYBER PAKHTUNKHWA
INTEGRATED
TOURISM
DEVELOPMENT
PROJECT



REQUEST FOR BIDS

Closed Framework Agreement(s) for Conservation and Development Work at Various Archaeological sites at District Haripur, District Khyber and District Swat.

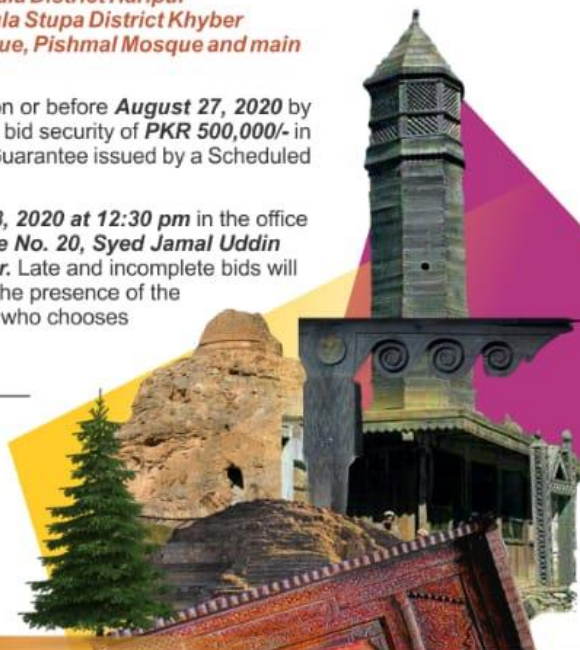
(One-Envelope Bidding Process)

Employer	Khyber Pakhtunkhwa Tourism Department	
Country	Pakistan	
Name of the Project	Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE)	
Framework Agreement Title	Conservation and Development Works at the following Archaeological sites in Khyber Pakhtunkhwa: Lot No. 1 Archaeological Remains Bhamala District Haripur Lot No. 2 Archaeological Remains Shapula Stupa District Khyber Lot No. 3 Conservation of Udigram Mosque, Pishmal Mosque and main Kalam Mosque at District Swat.	
Loan No.	IDA-64620	Project No. P163562
RFB Reference No.	PK-KP DOT-163601-CW-RFB	

- The Government of Khyber Pakhtunkhwa has received credit from the International Development Association (IDA) (World Bank Group) for the Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) and intends to apply part of the proceeds toward the Framework Agreement (FA) being launched through this Request for Bids (RFB).
- The Project Management Unit (PMU) of KITE (PMU-KITE DoT) invites sealed bids from eligible bidders for Conservation and Development Works at various Archaeological sites at District Haripur, District Khyber and District Swat.
- Bidding will be conducted through single stage single envelope process following national market approach using Request for Bids (RFB) for setting up Framework Agreements (Closed Framework Agreement) for a Term of Two (02) years from the commencement date stated in the Framework Agreement as per provision in the World Bank's "Procurement Regulations for IPF Borrowers" July 2016 Revised November 2017 and August 2018 and is open to all eligible bidders as defined in the Procurement Regulations.
- The Framework Agreements to be concluded as Single-User. The Single-User is entitled to purchase under the Framework Agreement is Project Director (PMU) for Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) Department of Tourism (DoT). The Framework Agreement to be concluded will be Multi-Contractors Framework Agreement.
- Interested eligible Bidders may obtain further information from **PMU KITE - DoT, House No. 20, Syed Jamal Uddin Afghani Road, University Town Peshawar** and inspect the Bidding documents during office hours **0900 to 1700 hours**.
- A complete set of bidding documents for setting up Framework Agreement (FA) can be downloaded from the Khyber Pakhtunkhwa Tourism Department web site www.kptourism.com or requested by writing an email to the naeemkhan@kptourism.com.
- Bidders should submit Bid for one or more of the following lots:**
Conservation and Development Work at Various Archaeological sites
Lot No. 1 Archaeological Remains Bhamala District Haripur
Lot No. 2 Archaeological Remains Shapula Stupa District Khyber
Lot No. 3 Conservation of Udigram Mosque, Pishmal Mosque and main Kalam Mosque at District Swat
- Bids must be delivered to the above office on or before **August 27, 2020 by 1400 hours** and must be accompanied by a bid security of **PKR 500,000/-** in the form of irrevocable unconditional Bank Guarantee issued by a Scheduled Bank or Call Deposit Receipt (CDR).
- A pre bid meeting will be held on **August 18, 2020 at 12:30 pm** in the office of **Project Director, PMU KITE DoT, House No. 20, Syed Jamal Uddin Afghani Road, University Town Peshawar**. Late and incomplete bids will be rejected. Bids will be publicly opened in the presence of the bidders' or their designated representatives who chooses to attend, at the address below on **August 27, 2020 at 1430 hours**.

Project Director

Project Management Unit (PMU) KITE
House No. 20, Syed Jamal Uddin Afghani Road,
University Town Peshawar, Pakistan
Phone No.: +92 91 9216370-72
Fax No. +92 91 9216371
Email: pdkite@kptourism.com,
naeemkhan@kptourism.com
Web: www.kptourism.com



Islamic Republic of Pakistan

Request for Bids

(One-Envelope Bidding Process)

**For
Conservation and Development Work at Various
Archaeological Sites:**

- | | |
|------------------|--|
| Lot No. 1 | Archaeological Remains Bhamala District
Haripur |
| Lot No. 2 | Archaeological Remains Shapula Stupa
District Khyber |
| Lot No. 3 | Conservation of Udigram Mosque,
Pishmal Mosque, and main Kalam Mosque
at District Swat. |

Under

Project ID: P163562

Loan Credit No.: IDA-64620

RFB No: PK-KP DOT-163601-CW-RFB

August 2020

Request for Bids Framework Agreement(s)

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders (ITB)

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Section I. Instructions to Bidders

1. General

1 Scope of Bid

1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB) Framework Agreement(s) Works and related services, specified **in the Bid Data Sheet (BDS)**, the Employer, as specified **in the BDS**, issues this Request for Bids (RFB) document as part of the Primary Procurement process for Works and related services as specified in section VII Works Requirements, and may lead to Framework Agreement(s) being concluded with the successful Bidder(s). The name and identification and number of lots contract of this RFB are specified **in the BDS**.

1.2 Throughout this Bidding document:

- (a) **“in writing”** means communicated in written form (e.g. by mail, e-mail, 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) **“ESHS”** means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.
- (e) **“Call-off Contract”** means a contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the supply of Material/Material/Items/Works and related services. The parties to the contract are the Employer and Contractor.
- (f) **“Closed Framework Agreement”**: A Closed Framework Agreement is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.

- (g) **“Country”** means the Employer’s/Employer’s country.
- (h) **“Delivery Period”** is the specified period from the date of formation of a Call-off contract for delivery of the Material, Works, and related services as per the applicable Incoterms.
- (i) **“Framework Agreement (FA)”** means the agreement between the Employer and Contractor (s) (the successful Bidder(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement.
- (j) **“FA Contractor”** means a Contractor.
- (k) **“Goods”** means all Goods, materials, or items that the Contractor is required to supply to an Employer under a Call-off Contract placed under a Framework Agreement. Details of such Material/Items/Works and related services are set out in Part 2, Works Requirements, and the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Material/Items/Works and related services.
- (l) 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.
- (m) **“Lead Employer”** when named in the Framework Agreement, a Lead Employer is a party to the Framework Agreement, in its capacity as: (a) the lead agency acting on behalf of all participating Employers in managing and administering the Framework Agreement, and (b) as a Employer in its own right;
- (n) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Employer permitted to purchase through a Call-off Contract.

- (o) “**Multi-Contractor Framework Agreement**” means where more than one Bidder (Contractor) concludes a Framework Agreement for the supply of each item/Lot.
- (p) “**Primary Procurement**” means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in this RFB.
- (q) “**Employer**” means the agency that undertakes the Primary Procurement process and concludes the Framework Agreement(s);
- (r) “**Employer**”, as **specified in the BDS**, means the agency(ies) that is/are permitted to purchase Material/Items/Services from a Contractor under a Call-off Contract awarded through a Framework Agreement.
- (s) “**Related Services**” if applicable, means the services incidental to the supply of the Material/Items/Services, such as insurance, installation, training, initial maintenance and other such obligations of the Contractor, as specified in Framework Agreement Schedule 1: Works Requirements , and specifically described in a Call-off Contract;
- (t) “**Responsible Agency**” when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Contractors, and, as the agency responsible for managing and administering the Framework Agreement, on behalf of the Employer or Employers, once it has been concluded. A Responsible Agency is not a Employer under the Framework Agreement.
- (u) “**Secondary Procurement**” means the process described in the Framework Agreement and followed by a Employer to select a FA Contractor and award a Call-off Contract for the supply of Material.
- (v) “**Single-User Framework Agreement**” means a Framework Agreement where there is only one Employer.
- (w) “**Single-Contractor Framework Agreement**” means a Framework Agreement where only one

Bidder (Contractor) concludes a Framework Agreement for the supply of each item/Lot.

- (x) **“Contractor”** means a Bidder that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a Call-off Contract, to deliver the Material, and, if applicable, Related Services, as and when required. A Contractor may also be referred to as a “FA Contractor”.
- (y) **“Term”** means the duration of a Framework Agreement starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed.

2 Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has applied for, or received 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 Call-off Contracts to be awarded under the Framework Agreement(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 in accordance with 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) Material, if such payment or import is prohibited by 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 (whether declared or not),

subcontractors, subconsultants, service providers, Contractors, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Bank.

4 Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of any Call-off Contract(s) awarded under the Framework Agreement in accordance with the Call-off Contract conditions that apply. 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 a Call-off Contract under the Framework Agreement, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - receives or has received any direct or indirect subsidy from another Bidder; or
 - has the same legal representative as another Bidder; or
 - 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 Primary Procurement process; or

- or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works, or Related Services, that are the subject of the Bid; or
- or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Employer or Borrower in implementing the Framework Agreement or a Call-off Contract; or
- would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in the **BDS ITB 2.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- 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:
 - are directly or indirectly involved in the preparation of the Bidding document or specifications of the Framework Agreement or Call-off Contract, and/or the Bid evaluation process of such Framework Agreement or Call-off Contract; or
 - would be involved in the implementation or supervision of such Framework Agreement

or Call-off Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Framework Agreement and/or Call-off Contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. This includes participation as a subcontractor. 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 a Call-off 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 conclude a Bank-financed Framework Agreement or Call-off Contract or benefit from a Bank-financed Framework Agreement or Call-off 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 conclude a Framework Agreement or be awarded a Call-off Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:
 - (a) are legally and financially autonomous.
 - (b) operate under commercial law; and

- (c) are not under supervision of the Employer, Responsible Agency or a Employer.
- 4.7 Eligibility of Bidders suspended, as a result of the execution of a Bid–Securing Declaration or Proposal–Securing Declaration, shall be as follows:
- (a) A Bidder that is under suspension from Bidding, as the result of the operation of a Bid–Securing Declaration or Proposal–Securing Declaration, by the Employer in case of a Single-User Framework Agreement or all Employers in a Multi-User Framework Agreement shall not be eligible to bid to conclude a framework agreement.
 - (b) A Bidder that has concluded a framework agreement is ineligible to quote for or to be awarded a Call-off contract by a Employer that has suspended the bidder as the result of the operation of a Bid–Securing Declaration or Proposal–Securing Declaration.
 - (c) Subject to (a) above, a Bidder that is under suspension, as the result of the operation of a Bid–Securing Declaration or Proposal–Securing Declaration, by a Employer is eligible to bid for the framework agreement.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and:
1. 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 Material or the contracting of works or services required; or
 2. 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 Material or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from concluding a contract, or a Framework Agreement or being awarded a Call-off Contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

- i. relates to fraud or corruption; and
- ii. followed a judicial or administrative proceeding that afforded the firm adequate due process.

5 Eligible Material Equipment and Related Services

5.1 All the materials, Equipment and Related Services to be supplied under a Call-off Contract awarded under a Framework Agreement and financed by the Bank, may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this ITB, the term "Material" includes commodities, raw materials, machinery, equipment, and industrial plants; and "Related Services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the Material have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

2. Contents of the RFB Document

6 Sections of Bidding Document

6.1 The Bidding document consists of Parts 1, 2, 3, and 4, which include all sections, schedules, annexes. and 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 - Bidding Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI - Fraud and Corruption

PART 2 - Supply Requirements

Section VII - Works Requirements

PART 3 - Employer Forms**PART 4 - Framework Agreement (FA)**

Section A: Framework Agreement General Provisions

Section B: Framework Agreement Specific Provisions

SCHEDULE 1: Works Requirements

SCHEDULE 2: Price Schedules

SCHEDULE 3: Secondary Procurement

SCHEDULE 4: Call-off Contract General Conditions of Contract

SCHEDULE 5: Secondary Procurement Forms

SCHEDULE 6: List of Employers (if applicable)

- 6.2 The Specific Procurement Notice “Request for Bids to conclude a Framework Agreement(s) for works”, 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 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 or documentation as is required by the Bidding document.
- 7 Clarification of Bidding Document**
- 7.1 A Bidder requiring any clarification of the Bidding document shall contact the Employer in writing at the Employer’s address specified **in the BDS**. 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. 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 Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

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

3. Preparation of Bids

- 9 Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, in relation to this Primary Procurement process, (and if successful any Secondary Procurement process) and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10 Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into 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) Complete Schedules: completed in accordance with **ITB 12** and **ITB 14**.
 - (c) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB 20.3**.
 - (d) Qualifications: documentary evidence in accordance with **ITB 17** establishing the Bidder’s qualifications to conclude a Framework

Agreement and perform any Call-off Contract, if awarded.

- (e) Bidder's Eligibility: documentary evidence in accordance with **ITB 17** establishing the Bidder's eligibility to Bid.
- (f) Eligibility of Works and Related Services: documentary evidence in accordance with **ITB 16** and **ITB 30**, establishing the eligibility of the Works and Related Services to be supplied by the Bidder.
- (g) Conformity: documentary evidence in accordance with **ITB 16**, that the Material and Related Services conform to the Bidding document; and
- (h) any other document required **in the BDS**.

11.2 In addition to the requirements under **ITB 11.1**, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered 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 Alternative Bids shall not be permitted in this Primary Procurement process.

14 Bid Prices and Discounts

14.1 The prices and unconditional discounts quoted by the Bidder in the Letter of Bid and in the Schedules 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. The Bidder shall indicate the methodology for the application of any unconditional discounts in the Letter of Bid, in accordance with **ITB 12.1**.
- 14.4 **Unless otherwise provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings
- 14.5 For the purpose of Secondary Procurement, the price(s) offered by the Bidder shall be treated as set out in the Framework Agreement Specific Provisions.
- 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. The Bidder shall quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer's Country, unless otherwise specified **in the BDS**.

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

- 15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Employer's Country.
- 16 Documents Establishing the Eligibility and Conformity of Material**
- 16.1 To establish the eligibility of the Works and Related Services in accordance with **ITB 5**, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Works and Related Services to the Bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Works/Material conform to the technical specifications and standards specified in Section VII, Works Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Material/Works and Related Services, demonstrating substantial responsiveness of the Material/Works and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Works Requirements.
- 16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Employer in the Works Requirements , are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Works Requirements .
- 17 Documents Establishing the Eligibility and Qualifications of the Bidder**
- 17.1 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.
- 17.2 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 for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with **ITB 22.1**). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. 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 conclusion of a Framework Agreement is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Framework Agreement Base Price shall be determined as follows:
- in the case of a fixed price Framework Agreement, the Base Price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - in the case of an adjustable price Framework Agreement, no adjustment shall be made;
 - 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 or Bid Securing Declaration

- 19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 19.2 A Bid Securing Declaration shall use the form included in Section 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 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.**
- 19.4 from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. 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 validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.5 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.
- 19.6 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, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 42.
- 19.7 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, Social, Health and Safety (ESHS) Performance Security.
- 19.8 The bid security may be forfeited, or the Bid Securing Declaration executed:
- A.** if a Bidder withdraws its bid during 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:

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

4. 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 envelope
- (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,
- 21.2 The inner and outer envelopes, shall:
- i. bear the name and address of the Bidder.
 - ii. be addressed to the Employer in accordance with **ITB 22.1**.
 - iii. bear the specific identification of this Bidding process indicated in **ITB 1.1**; and
 - iv. bear a warning not to open before the time and date for Bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 22 Deadline for Submission of Bids**
- 22.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.
- 22.2 The employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with **ITB 8**, in which

case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23 Late Bids

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

24 Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) 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,” or “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 expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25 Bid Opening

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

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to

the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. 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 Bid Prices, including any unconditional discounts, and any other details as the Employer may consider appropriate.
- 25.6 Only Bids and unconditional discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price 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;
 - 18 the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - 19 the Bid Price, per lot (item) if applicable, including any unconditional discounts;
- 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.

5. Evaluation and Comparison of Bids

- 26 Confidentiality**
- 26.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with **ITB 39.1**.
- 26.2 Any effort by a Bidder to influence the Employer in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.
- 26.3 Notwithstanding **ITB 26.2**, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.
- 27 Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of Bids, and qualification of Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and 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 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 and Related Services specified in the Framework Agreement; or

(ii) limit in any substantial way, inconsistent with the Bidding document, the Employer’s rights or the Bidder’s obligations under the Framework Agreement; 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** and **ITB 17**, in particular, to confirm that all requirements of Section VII, Works Requirements have been met without any material deviation or reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of 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 Nonconformities, Errors and Omissions

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, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission 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 in the manner specified **in the BDS**.
- 31 Correction of Arithmetical Errors**
- 31.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total 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 line item total 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 in a single currency as specified **in the BDS**.
- 33 No Margin of Preference**
- 33.1 No margin of preference shall apply in the Primary Procurement process and in any Secondary Procurement processes.
- 34 Evaluation of Bids**
- 34.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a Bid, the Employer shall consider the following:

- (a) evaluation will be done for Items or Lots, as specified **in the BDS**; and the Bid Price as quoted in accordance with **ITB 14**;
- (b) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities² for admeasurement contracts, but including Daywork³ items, where priced competitively.
- (c) price adjustment for correction of arithmetic errors in accordance with **ITB 31.1**;
- (d) price adjustment due to unconditional discounts offered in accordance with **ITB 14.4**;
- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITB 32**;
- (f) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITB 30.3**; and;
- (g) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

34.3 If applicable, the estimated effect of the price adjustment provisions in the Framework Agreement(s) (which determines the Contract Price for a Call-off Contract), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Bid evaluation.

34.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III. Evaluation and Qualification Criteria.

34.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or, front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of

² In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

³ 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.

the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

- 35 Comparison of Bids** 35.1 The *Employer* shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid.
- 36 Qualification of the Bidder(s)** 36.1 Before concluding a Framework Agreement(s), the Employer shall determine, to its satisfaction, whether the eligible Bidder(s) with substantially responsive Bid(s) that are able to meet the Framework Agreement criteria, meet(s) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 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.
- 36.3 An affirmative determination shall be a prerequisite for the conclusion of the Framework Agreement (s) to the Bidder. A negative determination shall result in disqualification of the Bid.
- 37 Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 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 the conclusion of a Framework Agreement(s), without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted shall be promptly returned to the Bidders.
- 38 Standstill Period** 38.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with **ITB 44**. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary

Procurement process is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

- 39 Notification of Intention to Conclude a Framework Agreement**
- 39.1 The Employer shall send to each Bidder the Notification of Intention to Conclude a Framework Agreement(s) with the successful Bidder(s). The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder(s) submitting the successful Bid(s);
 - (b) the price(s) of the successful Bid(s), or pricing mechanism(s);
 - (c) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful, unless the price, or pricing mechanism(s) 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.

6. Conclusion of a Framework Agreement

- 40 Framework Agreement Criteria**
- 40.1 This is a Closed Framework Agreement.
- 40.2 The Employer shall specify **in the BDS** and/or Section III Evaluation and Qualification Criteria, the criteria that will apply in the selection of Bidder(s), with whom a Framework Agreement(s) may be concluded.
- 41 Notification to Conclude a Framework Agreement**
- 41.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in **ITB 38.1** or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Employer shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.

42 Debriefing by the Employer

- 42.1 On receipt of the Employer's Notification of Intention to Conclude a Framework Agreement(s), referred to in **ITB 39.1**, 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.
- 42.2 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.
- 42.3 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 the Conclusion of Framework Agreement Notice. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.
- 42.4 Debriefings of unsuccessful Bidders may be done in writing or verbally (over the phone or video conference) or in person. The Bidders shall bear their own costs of attending such a debriefing meeting.

43 Signing the Framework Agreement

- 43.1 Unless an earlier deadline is stipulated **in the BDS**, the Bidder shall sign, date and return the Framework Agreement within twenty-eight (28) days of receipt of the same.
- 43.2 In case of Multi-User Framework Agreement, the Employer shall sign each Framework Agreement on behalf of all participating Employers.

44 Publication of the Conclusion of Framework Agreement Notice

- 44.1 Within ten (10) Business Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s), as per **ITB 41.1**, the Employer shall publish the Conclusion of Framework Agreement Notice which shall contain, at a minimum, the following information:

1. name and address of the Employer, and if applicable, all participating Employers;
2. name and reference number of the Framework Agreement being concluded, and the selection method used;
3. names of all Bidders that submitted Bids, and their Bid prices, or pricing mechanisms, as read out at Bid opening, and as evaluated;
4. 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; and
5. the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.

44.2 The Conclusion of Framework Agreement 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 Conclusion of Framework Agreement Notice in UNDB online.

- 45 Procurement Related Complaint** 45.1 The procedures for making a Procurement-related Complaint are as specified **in the BDS**.

7. Secondary Procurement Process for awarding a Call-off Contract

- 46 Method and criteria for award of Call-off Contract** 46.1 The Secondary Procurement method that shall apply in selecting FA Contractor and awarding a Call-off contract is specified **in the Framework Agreement** (Framework Agreement, Schedule 3, Secondary Procurement).
- 47 Adjustment to the Base Price** 47.1 The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in Framework Agreement, Section B: Framework Agreement Specific Provisions.

Section II - Bid Data Sheet (BDS)

1 General	
ITB 1.1 and 1.2 (p)	<p>The Employer is: Project Management Unit (PMU) for Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) Department of Tourism Govt of Khyber Pakhtunkhwa</p> <p>The Employer is the agency that will conclude, administer and manage the Framework Agreement, and be the sole Employer under the Framework Agreement.</p> <p>The reference number of the Request for Bids (RFB) is: PK-KP DOT-163601-CW-RFB. The name of the RFB is: Framework Agreement for Conservation and Development Work at various Archaeological Sites in Khyber Pakhtunkhwa:</p> <p style="padding-left: 40px;">Lot No. 1 Archaeological Remains Bhamala District Haripur Lot No. 2 Archaeological Remains Shapula Stupa District Khyber Lot No. 3 Conservation of Udigram Mosque, Pishmal Mosque and main Kalam Mosque at District Swat</p> <p>Bidders may bid for any one or all lots. Evaluation and award will be on the basis of each lot. No bidders will be awarded more than two (02) lots.</p>
ITB 1.2 (l) or (t)	This Primary Procurement will conclude a Single-User Framework Agreement
ITB 1.2 (p)	<p>Employers</p> <p>The Employer(s) that are permitted to purchase under the Framework Agreement is: Project Management Unit (PMU) for Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) Department of Tourism Govt of Khyber Pakhtunkhwa</p>
ITB 1.2 (m) or (u)	<p>Multi-Contractor Framework Agreement</p> <p>This Primary Procurement intends to conclude a Multi-Contractor Framework Agreement.</p> <p><u>Framework Agreement panel – minimum number (x)</u></p> <p>The Employer intends to conclude a Framework Agreements with a minimum number of Bidders three (03)</p> <p>The minimum number (referred to as x) is three (03)</p> <p><u>Framework Agreement panel – maximum number (y)</u></p> <p>The Purchasing Agency intends to conclude a Framework Agreement with Maximum six (06) bidders for lot.</p> <p>The maximum number (referred to as y) is six (06)</p> <p>[However inability to establish panel of minimum bidders shall not lead to</p>

	cancellation and rebidding]
1.2 (w)	<p>Term of Framework Agreement</p> <p>The Framework Agreement shall be for a Term of Two (02) years from the commencement date stated in the Framework Agreement. The initial term may be extended by a maximum of one additional year.</p>
ITB 2.1	<p>The Borrower is: Tourism Department Govt of Khyber Pakhtunkhwa</p> <p>The name of the Project is: Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) Department of Tourism Govt of Khyber Pakhtunkhwa</p> <p>Loan or Financing Agreement amount: 69,796,628.00 USD</p> <p>Project ID. P163562</p> <p>Loan No. IDA-64620</p>
ITB 4.1	The maximum number of members in a Joint Venture (JV) shall be: Two (02)
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
2 Contents of the RFB Document	
ITB 7.1	<p>For clarification of Bid purposes (in writing) only, the Employer's address is:</p> <p><i>Project Director</i></p> <p><i>Project Management Unit, Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) DoT.</i></p> <p>PMU KITE DoT House No. 20, Syed Jamal Uddin Afghani Road, University Town Peshawar</p> <p>Email: pdkite@kptourism.com, naeemkhan@kptourism.com</p> <p>Website: www.kptourism.com</p> <p>Requests for clarification should be received by the Employer no later than seven (07) days before the deadline for submission of Bids.</p>
3 Preparation of Bids	
ITB 10.1	<p>The language of the Bid is English</p> <p>All correspondence shall be in English</p> <p>The language for translation of supporting documents and printed literature is English</p>
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its Bid: Code of Conduct (ESHS)

	<p>The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with the KITE Project’s Environmental and Social Safeguard Management Plan (ESMP), Physical Cultural Resource Management Plans (PCRMPs), COVID-19 checklists and Occupational Health and Safety requirements under the contract. <i>[Note: Complete and include the risks to be addressed by the Code in accordance with Section VII-Works’ Requirements, e.g. Risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, sexual exploitation and abuse, illicit behavior and crime, and maintaining a safe environment etc.]</i></p> <p>In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct upon contract award.</p> <p>ESMPs, PCRMP and COVID-19 prevention and safety checklists for archeological sites will be shared at the time to award of Contract.</p>
ITB 14.2	Bidders may quote their price in view of the estimated quantities over the FA period or one or more of the ranges of Call-off quantities for the lot as specified in the Schedule of Prices.
ITB 14.3	The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be (i) the total bid prices against the estimated quantities over the FA period.
ITB 14.7 (b)(i) and (c)(v)	<p>Named place(s) of destination, as per Incoterms used, is:</p> <p><i>District Haripur, District Khyber, and District Swat</i></p>
ITB 14.7 (a)(iii) (b)(ii) and (c)(v)	Destination/s (Project Sites) will be specified in each Call-off Contract awarded under the Framework Agreement.
ITB 15.1	The Bidder is required to quote in Pakistani Rupees.
ITB 18.1	The Bid validity period shall be: Ninety (90 days)
ITB 20.1	In addition to the original of the Bid, the number of copies to be delivered to the Employer is 01(One) copies .
ITB	The written confirmation of authorization to sign on behalf of the Bidder shall

20.3	consist of Name, Designation, copy of CNIC/Passport No.
4 Submission and Opening of Bids	
ITB 22.1	<p>A pre-bid meeting will be held on August 18, 2020 at 12.30 PM at :</p> <p><i>Project Director</i></p> <p><i>Project Management Unit, Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) DoT.</i></p> <p><i>PMU KITE DoT House No. 20, Syed Jamal Uddin Afghani Road, University Town Peshawar</i></p> <p>The bidders designated representative are invited to attend the pre-Proposal meeting. The purpose of the meeting will be to clarify issues and to answer questions regarding contains of the bidding documents.</p> <p>For Bid submission purpose only, the Employer’s address is:</p> <p><i>Project Director</i></p> <p><i>Project Management Unit, Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) DoT.</i></p> <p><i>PMU KITE DoT House No. 20, Syed Jamal Uddin Afghani Road, University Town Peshawar</i></p> <p>Phone No. +92 91 9216370-72 Fax No. +92 91 9216371 Email: pdkite@kptourism.com, naeemkhan@kptourism.com Website: www.kptourism.com</p> <p>The deadline for Bid submission is:</p> <p>Date: <i>August 27, 2020</i></p> <p>Time: <i>1400 hours</i></p> <p>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><i>Project Management Unit, Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) DoT.</i></p> <p><i>PMU KITE DoT House No. 20, Syed Jamal Uddin Afghani Road, University Town Peshawar</i></p> <p>Date: August 27,2020</p> <p>Time: 14:30 hours</p>
ITB 25.6	<p>The Letter of Bid shall be numbered and initialed by all representatives of the Employer conducting Bid opening.</p>
5 Evaluation and Comparison of Bids	
ITB	The adjustment shall be based on the average price of the lot or component as

30.3	quoted in other substantially responsive Bids. If the price of the lot or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
ITB 32.1	Not Applicable
ITB 34.2(a)	Evaluation will be done on the basis of lots.
ITB 38	Shall not be applicable.
6 Concluding a Framework Agreement	
ITB 45	Signing the Framework Agreement The Bidder shall sign, date and return the Framework Agreement within 10 days of receipt of the same.
ITB 47	<p>The procedures for making a Procurement-related Complaint are detailed in Annex III of the Procurement Regulations for IPF Borrowers. If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <i>Mr. Touseef Khalid</i></p> <p>Title/position: <i>Project Director</i></p> <p>Employer: <i>Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) DoT, House No. 20 Syed Jamal Uddin Afghani Road University Town Peshawar</i></p> <p>Email address: <i>pdkite@kptourism.com</i></p> <p>Fax number: Fax No. +92 91 9216371</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the Employer’s Bidding Documents; and 2. the Employer’s decision to conclude a Framework Agreement(s).

Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Employer shall use to conclude a Framework Agreement(s). The criteria and methodology described is to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this RFB document for the Primary Procurement process.

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1. Evaluation of Bids (ITB 34)

Evaluation Criteria (ITB 34.2)

The Employer's evaluation of a Bid may take into account, in addition to the Bid Price quoted, one or more of the following factors as specified in **ITB 34.2(f)**, using the following criteria and methodologies.

36 **Life Cycle Costs - Not Applicable**

37 **Performance and productivity of the equipment – Not Applicable**

2. Criteria to conclude a Framework Agreement(s) (ITB 40)

The Employer will conclude Framework Agreements with the Bidders that meet the qualification criteria and whose Bids have been determined to be substantially responsive as follows.

- 1 All Bidders shall be ranked in terms of evaluated cost(s), with the first ranked being the lowest evaluated cost, the second ranked being the second lowest evaluated cost, and so on.
- 2 The Employer will conclude a FA with:
 - (i) All the Bidders ranked in (a) above if no maximum number of Contractors is specified in **BDS ITB 1.2 (m)or (u)**
 - (ii) the Bidders ranked first up to the maximum number of Contractors Six (06) specified in the **BDS ITB 1.2 1.2 (m)or (u)**
- 3 If the number of Bidders is less than three (03) minimum specified in the **BDS ITB 1.2 (m)or (u)** the Employer may decide to invite new bids. Alternatively, the Employer may conclude the FA with all those Bidders where, an insufficient number of Bids are received, or an insufficient number of Bids meet the criteria for conclusion of Framework Agreements.

3. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	Government Owned Entity 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	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 Parties Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ⁴ did not occur as a result of contractor default since 1 st January 2015	Must meet requirement ¹²	Must meet requirements	Must meet requirement ⁵	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
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

⁴ Non performance, as decided by the Employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

⁵ 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 Parties Combined	Each Member	One Member	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁶ since 1 st January 2015	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years ⁷ .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration

⁶ 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.

⁷ 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 Parties Combined	Each Member	One Member	
		commitments. (iii) The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the last five years shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability.	(iii)Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Turnover	Minimum average annual turnover of PKR 94.36 Million, Lot-1 = 57.88 M Lot-2 = 7 M Lot-3 = 38.14 M Total = 57.88 M calculated as total certified payments received for contracts in progress and/or completed within the last five years, divided by 5 years	Must meet requirement	Must meet requirement	Must meet Min 30%_____, _____of the requirement other than lead partner	Must meet _____70%_____, _____of the requirement for lead partner	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last Three years, starting 1 st January 2017.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Experience in Conservation and Restoration/ development works at Archaeological site in Khyber Pakhtunkhwa	(i) A minimum number of similar ⁸ contracts specified below that have been satisfactorily and substantially ⁹ completed as a prime contractor, joint venture member ¹⁰ , management contractor or sub-contractor between 1st January 2017 and application submission deadline: (i) N contracts,	Must meet requirement	Must meet requirement ¹¹	N/A	N/A	Form EXP 4.2(a)

⁸ 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.

⁹ Substantial completion shall be based on 80% or more works completed under the contract.

¹⁰ 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.

¹¹ 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 Parties Combined	Each Member	One Member	
		each of minimum value V; Or (ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than N x V; <i>[insert values of N & V, delete (ii) above if not applicable]</i> . <i>[In case the Works are to be bid as individual contracts under a slice and package (multiple contract) procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options specified in ITB 35.4]</i>					
		<i>[Add the following if specialized sub-contractor is permitted and describe nature and characteristics of specialized works:]</i> <i>“(ii) For the following specialized works, the Employer permits specialized sub-contractors as per ITB 34.3”</i>	<i>“Must meet requirement for one contract (Requirement can be met through a Specialized Sub-contractor)”</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>“Must meet requirement (Requirement can be met through a Specialized Sub-contractor)”</i>	

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4.2 (b)		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor ¹² on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed ¹³ : <i>[list activities indicating volume, number or rate of production as applicable]</i> ¹⁴	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities listed below ¹⁵ <i>[list key activities and the corresponding minimum requirements]</i>	Form EXP – 4.2 (b)

¹² For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share shall be counted to meet this requirement.

¹³ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).

¹⁴ The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts.

¹⁵ Requirement can be met through a Specialized Sub-contractor

4. 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.

Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative	Graduate	03
2	Construction Manager	Civil Engineer	05
3	Landscaping Expert	Graduate	03
Suitable experts in the following specializations			
3	Health, Safety, Quality and Environment Manager	e.g. degree in relevant environmental field	02
4	<i>[add others as appropriate]</i>		

5. Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1	Light compactor	
2	Shuttering	
3	Material lift mixture machine	
4	Trucks/Loaders	
5	Mixer Machine	
6	Theodolite	
7	Trucks/Dumpers	
8	Generator	
9	Leveling machine with staff rods	
10	<i>[add others as appropriate]</i>	

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

Section IV - Bid Forms

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Letter of Bid

Framework Agreement Conservation and Development Work at Various Archaeological Site in Khyber Pakhtunkhwa

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

Date: _____

RFB Reference No. PK-KP DOT-163601-CW-RFB

To: _____

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)_____;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.6
- (d) We offer to execute in conformity with the Bidding Documents the following Works:; _____
- (e) 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

In case of multiple lots, total price of each *lot* - _____

In case of multiple lots, total price of all lots (sum of all lots) ;----

- (f) 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) Our bid shall be valid for a period of [_____] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it

shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (h) If our bid is accepted, we commit to obtain a performance security [*and an Environmental, Social, Health and Safety (ESHS) Performance Security, Delete if not applicable*] in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) 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 a member of 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) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹⁶
- (l) 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) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

¹⁶ Bidder to use as appropriate

Technical Proposal

Technical Proposal Forms

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

Form PER -1

Key Personnel Schedule

Framework Agreement Conservation and Development Work at Various Archaeological Site in Khyber Pakhtunkhwa

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

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

Form PER-2:

Resume and Declaration Key Personnel

Framework Agreement Conservation and Development Work at Various Archaeological Site in Khyber Pakhtunkhwa

Name of Bidder

Position [# 1]: [title of position from Form PER-1]											
Personnel information	<table 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:<i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	Name:	Date of birth:	Address:	E-mail:	Professional qualifications:		Academic qualifications:		Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Name:	Date of birth:										
Address:	E-mail:										
Professional qualifications:											
Academic qualifications:											
Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>											
details	<table 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></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
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

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

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

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

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

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

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule]

Construction Schedule

[insert Construction Schedule]

ESHS Management Strategies and Implementation Plans

(ESHS-MSIP)

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

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

Code of Conduct: Environmental, Social, Health and Safety (ESHS)

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.1 (h) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements described in Section VII.

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

Code of Conduct Physical Cultural Resource Management Plans (PCRMPs)

The Bidder shall submit comprehensive and concise Physical Cultural Resource Management Plans (PCRMPs) as required by ITB 11.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

Code of Conduct: COVID-19 SOPs

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.1 (h) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the COVID-19 SOPs provisions of the contract, including those as may be more fully described in the Works Requirements described in Section VII.

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

Others

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

Framework Agreement Conservation and Development Work at Various Archaeological Site in Khyber Pakhtunkhwa

Date: _____

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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 4.3. <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 Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

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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 <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.
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 _____

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Non-Performed Contracts in accordance with Section III, Evaluation Criteria and Qualifications			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for nonperformance:	
Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3 as indicated below.			

Form CON – 3: Environmental, Social, Health, and Safety Performance Declaration

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

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

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

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

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

Environmental, Social, Health, and Safety 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, Social, Health, or Safety (ESHS) 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, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i>	<i>[insert amount]</i>

		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 ESHS performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>		<i>[insert amount]</i>

Form CCC: Current Contract Commitments / Works in Progress

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

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

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB Reference No. PK-KP DOT-163601-CW-RFB

Page _____ of _____ pages

1. Financial data

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

2. Sources of Finance

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

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

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. 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 statements¹⁷ for the _____ years required above; and complying with the requirements

^{e17} 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 Reference No. PK-KP DOT-163601-CW-RFB

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		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	USD equivalent
<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 (US\$ equivalent)
1.	
2.	
3.	
4.	

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB Reference No. PK-KP DOT-163601-CW-RFB

Page _____ of _____ pages

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB Reference No. PK-KP DOT-163601-CW-RFB

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			US\$ *	
If member in a JV or sub-contractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

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

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Sub-contractor's Name¹⁸: _____

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Sub-contractor's Name: _____

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

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

¹⁸ If applicable.

Address:	
Telephone/fax number	
E-mail:	

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

2. Activity No. Two

3.

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

Price Schedule Forms

Multi-Contractor FA- Summary

Procurement of Conservation Material & Skilled/Unskilled Labours at various Archaeological sites in Khyber Pakhtunkhwa

Date: _____					
RFB No: _____					
Page N° _____ of _____					
1	2	3	4	5	6
Item No	Description	Indicative Quantity and physical unit	Bid Unit Price Supply portion	Bid Unit Price Related Services	Total Bid Unit Price (4+5)
<i>Lot No.1</i>	<i>Archaeological Remains Bhamala Haripur</i>	As per scheduled of Requirement (BOQ) for each lot	<i>[insert unit price]</i>	<i>[insert unit price]</i>	<i>[insert total bid unit price]</i>
<i>Lot No.2</i>	<i>Archaeological Remains Shapula Stupa District Khyber</i>				
<i>Lot No.3</i>	<i>Conservation of Udigram Mosque, Pishmal Mosque and main Kalam Mosque at District Swat.</i>				
		Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person signing the Bid]</i> Date <i>[insert date]</i>			
<p><i>Note to the Employer:</i></p> <ul style="list-style-type: none"> • <i>Information for columns 1, 2, and 3 to be inserted by the Employer</i> • <i>If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items.</i> • <i>Indicate multiple ranges for each item as applicable</i> • <i>If the final destinations are known at the time of issuance of the bidding document for primary procurement process add a column requesting "price per line item for inland transportation and other Related Services required in the Employer's Country to convey the Material to their final destination specified in BDS</i> 					

Multi-Contractor FA- Lot No. 1- Procurement of Conservation Material & Skilled/Unskilled Labours Archaeological Remains Bhamala Haripur.

						Date: _____ RFB No: _____ Page N° _____ of _____		
1	2	3			4	5	6	
Item No	Description	Indicative Quantity and physical unit			Required Delivery Time	Bid Unit Price Supply portion	Bid Unit Price Related Services	Total Bid Unit Price (4+5)
		Unit	Minimum	Maximum				
<i>Lot No.1</i>	Providing, restoring, consolidation of top coarse of wall of main & small Stupa in relevant " Gandhara Style" coursed/random rubble stone masonry similar to original, having wall thickness 1 to 2 feet by resetting / rejoining top coarse up to one feet depth, using clay, sand, pea gravel, cement and lime mortar 3:2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in horizontal and vertical joints with appropriate mortar including providing additional stones were found necessary in core of wall to drain out rain water, maintain sky line for natural appearance including removal of deposit dead and loose mortar from joints, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.	3543.18	Cft	3600.00	Within 15 days after issuance of Call off Contract	<i>[insert unit price]</i>	<i>[insert unit price]</i>	<i>[insert total bid unit price]</i>

	<p>Water tightening, consolidating and capping of ruinous structure/wall in relevant " Gandhara Style" coursed/random rubble stone masonry similar to original, having wall thickness 2 to 3 feet by resetting / rejoining top coarse up to one feet depth, using clay, sand, pea gravel, cement and lime mortar 3:2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in horizontal and vertical joints with appropriate mortar including providing additional stones were found necessary in core of wall to drain out rain water, maintain sky line for natural appearance including removal of deposit dead and loose mortar from joints, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.</p>	13477.07	Cft	14000.00				
	<p>Providing, laying and restoring stone chip work " up to required thickness/ size and shape in horizontal & Vertical joints in position to the structural remains/ wall in relevant diaper "Gandhara Style" stone masonry similar to original with stone flaks of approved quality and texture obtain from quarry set in clay, sand, cement and lime mortar 3:2:10%:10%, dismantling/dismembering taking out declared and pulverized chip work, dead mortar from joints, sift out loosed particles, making the recess / pocket to house and set the stone flakes / spalls accurately, resetting of stone, binding old and new work, Necessary skin treatment to create natural and ancient appearance, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.</p>	1436.00	Cft	1500.00				
		<p>Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person signing the Bid]</i> Date <i>[insert date]</i></p>						

Note to the Employer:

- *Information for columns 1, 2, and 3 to be inserted by the Employer*
- *If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items.*
- *Indicate multiple ranges for each item as applicable*
- *If the final destinations are known at the time of issuance of the bidding document for primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Employer’s Country to convey the Material to their final destination specified in BDS*

Multi-Contractor FA- Lot No. 2 Procurement of Conservation Material & Skilled/Unskilled Labours at Archaeological Remains Shapula Stupa District Khyber

Date: _____								
RFB No: _____								
Page N° _____ of _____								
1	2	3			4	5	6	
Item No	Description	Indicative Quantity and physical unit			Required Delivery Time	Bid Unit Price Supply portion	Bid Unit Price Related Services	Total Bid Unit Price (4+5)
		Unit	Minimum	Maximum				
<i>Lot No.2</i>	Providing, restoring, consolidation of top coarse of wall of main & small Stupa in relevant " Gandhara Style" coursed/random rubble stone masonry similar to original, having wall thickness 1 to 2 feet by resetting / rejoining top coarse up to one feet depth, using clay, sand, pea gravel, cement and lime mortar 3:2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in horizontal and vertical joints with appropriate mortar including providing additional stones were found necessary in core of wall to drain out rain water, maintain sky line for natural appearance including removal of deposit dead and loose mortar from	31680.00	Cft	32000.00	Within 15 days after issuance of Call off Contract	<i>[insert unit price]</i>	<i>[insert unit price]</i>	<i>[insert total bid unit price]</i>

	<p>joints, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer incharge.</p>							
	<p>Water tightening, consolidating and capping of ruinous structure/wall in relevant " Gandhara Style" coursed/random rubble stone masonry similar to original, having wall thickness 2 to 3 feet by resetting / rejoining top coarse up to one feet depth, using clay, sand, pea gravel, cement and lime mortar 3:2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in horizontal and vertical joints with appropriate mortar including providing additional stones were found necessary in core of wall to drain out rain water, maintain sky line for natural appearance including removal of deposit dead and loose mortar from joints, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good</p>	<p>3885.32</p>	<p>Cft</p>	<p>4000.00</p>				

	<p>bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.</p>							
	<p>Providing, laying and restoring stone chip work " up to required thickness/ size and shape in horizontal & Vertical joints in position to the structural remains/ wall in relevant diaper "Gandhara Style" stone masonry similar to original with stone flaks of approved quality and texture obtain from quarry set in clay, sand, cement and lime mortar 3:2:10%:10%, dismantling/dismembering taking out decayed and pulverized chip work, dead mortar from joints, sift out loosed particles, making the recess / pocket to house and set the stone flakes / spalls accurately, resetting of stone, binding old and new work, Necessary skin treatment to create natural and ancient appearance, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.</p>	<p>2544.00</p>	<p>Cft</p>	<p>3000.00</p>				
	<p>Providing, restoring of floor of main & small Stupa in relevant " Gandhara Style" similar to original, having floor</p>	<p>1378.30</p>	<p>Cft</p>	<p>1500.00</p>				

	<p>thickness 4" to 6", using sand, pea gravel, cement and lime mortar 2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in flakes stone joints with appropriate mortar including providing additional stones were found necessary in drain out rain water, maintain sky line for natural appearance including removal of deposit dead, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.</p>							
		<p>Name of Bidder [<i>insert complete name of Bidder</i>] Signature of Bidder [<i>signature of person signing the Bid</i>] Date [<i>insert date</i>]</p>						
<p><i>Note to the Employer:</i></p> <ul style="list-style-type: none"> • Information for columns 1, 2, and 3 to be inserted by the Employer • If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items. • Indicate multiple ranges for each item as applicable • If the final destinations are known at the time of issuance of the bidding document for primary procurement process add a column requesting "price per line item for inland transportation and other Related Services required in the Employer's Country to convey the Material to their final destination specified in BDS 								

Multi-Contractor FA-
Lot No. 3 Procurement of Conservation Material & Skilled/Unskilled Labours
for Udigram Mosque, Pishmal mosque, Main Kalam mosque at District Swat

Date: _____ RFB No: _____ Page N° _____ of _____								
1	2	3			4	5	6	
Item No	Description	Indicative Quantity and physical unit			Required Delivery Time	Bid Unit Price Supply portion	Bid Unit Price Related Services	Total Bid Unit Price (4+5)
		Unit	Minimum	Maximum				
<i>Lot No.3</i>	Providing, restoring, consolidation of top coarse of wall of main & small Stupa in relevant " Gandhara Style" coursed/random rubble stone masonry similar to original, having wall thickness 1 to 2 feet by resetting / rejoining top coarse up to one feet depth, using clay, sand, pea gravel, cement and lime mortar 3:2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in horizontal and vertical joints with appropriate mortar including providing additional stones were found necessary in core of wall to drain out rain water, maintain sky line for natural appearance including removal of deposit dead and loose mortar from joints, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create	13752.00	Cft	14000.00	<i>Within 15 days after issuance of Call off Contract</i>	<i>[insert unit price]</i>	<i>[insert unit price]</i>	<i>[insert total bid unit price]</i>

<p>natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer incharge.</p>							
<p>Water tightening, consolidating and capping of ruinous structure/wall in relevant " Gandhara Style" coursed/random rubble stone masonry similar to original, having wall thickness 2 to 3 feet by resetting / rejoining top coarse up to one feet depth, using clay, sand, pea gravel, cement and lime mortar 3:2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in horizontal and vertical joints with appropriate mortar including providing additional stones were found necessary in core of wall to drain out rain water, maintain sky line for natural appearance including removal of deposit dead and loose mortar from joints, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.</p>	<p>7477.82</p>	<p>Cft</p>	<p>7500.00</p>				
<p>Providing, laying and restoring stone chip work " up to required thickness/ size</p>	<p>3981.00</p>	<p>Cft</p>	<p>4000.00</p>				

	<p>and shape in horizontal & Vertical joints in position to the structural remains/ wall in relevant diaper "Gandhara Style" stone masonry similar to original with stone flaks of approved quality and texture obtain from quarry set in clay, sand, cement and lime mortar 3:2:10%:10%, dismantling/dismembering taking out decayed and pulverized chip work, dead mortar from joints, sift out loosed particles, making the recess / pocket to house and set the stone flakes / spalls accurately, resetting of stone, binding old and new work, Necessary skin treatment to create natural and ancient appearance, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.</p>							
	<p>Providing, restoring of floor of main & small Stupa in relevant " Gandhara Style" similar to original, having floor thickness 4" to 6", using sand, pea gravel, cement and lime mortar 2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in flakes stone joints with appropriate mortar including providing additional stones were found necessary in drain out rain water, maintain sky line for natural appearance including removal of deposit dead, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required</p>	<p>1378.30</p>	<p>Cft</p>	<p>1500.00</p>				

	skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.							
	Plain woodwork sawn, wrought, planed & fixed in position, including nails & screws: Deodar wood	1500.00	Cft	1550.00				
		Name of Bidder [<i>insert complete name of Bidder</i>] Signature of Bidder [<i>signature of person signing the Bid</i>] Date [<i>insert date</i>]						

Note to the Employer:

- *Information for columns 1, 2, and 3 to be inserted by the Employer*
- *If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items.*
- *Indicate multiple ranges for each item as applicable*
- *If the final destinations are known at the time of issuance of the bidding document for primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Employer’s Country to convey the Material to their final destination specified in BDS*

Section V - Eligible Countries

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

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, Material and Related Services from the following countries are excluded from this procurement process:

As an exception, firms of a Country or material manufactured in a Country may be excluded if:

1. As a matter of law or official regulation, **the Employer's Country prohibits commercial relations with that Country**, provided that the Procuring Entity is satisfied that such exclusion does not preclude effective competition for the supply of the Material or Works required, or
2. 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 Employer's Country prohibits any import of material from that Country or any payments to persons or entities in that Country.
 - a. For the information of Employers and bidders, at the present time firms, material and services from ***the following countries are excluded*** from this bidding:
 - **Israel**

Section VI - Fraud and Corruption

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); Bidders (applicants/proposers), consultants, contractors and Contractors; any sub-contractors, sub-consultants, service providers or Contractors; 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, Contractors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or Contractor, 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 Contractors, and their sub-contractors, sub-consultants, service providers, Contractors, 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 Contractor, 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 Contractor, 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.

Environmental, social, health and safety requirements

The Employer should use the services of a suitably qualified environmental, social, health and safety specialist/s to prepare the specifications for ESHS working with a procurement specialist/s.

The Employer should attach or refer to the Employer’s environmental, social, health and safety policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.

SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY (STATEMENT)

The Works’ policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Employer is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term “child” / “children” means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 26.2 and Appendix B to the General Conditions of Contract.

As a minimum, the policy is set out to the commitments to:

- 1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 2. provide and maintain a healthy and safe work environment and safe systems of work;*
- 3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
- 4. ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
- 5. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children,, and sexual harassment;*
- 6. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*

-
7. *work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
 8. *engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
 9. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation and protects whistleblowers;*
 10. *minimise the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;*

The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.

MINIMUM CONTENT OF ESHS REQUIREMENTS

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

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

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

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

General Conditions of Contract

- | | |
|----------------|-------------------------|
| Sub-clause 3 | Language and Law |
| Sub-clause 7.1 | Subcontracting |
| Sub-clause 8.1 | Other Contractors |
| Sub-clause 9 | Personnel and Equipment |

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

MINIMUM REQUIREMENTS FOR THE BIDDER'S CODE OF CONDUCT

A minimum requirement for the Code of Conduct should be set out, by the Employer taking into consideration the issues, impacts, and mitigation measures identified for example in :

- *project reports e.g. ESIA/ESMP*
- *consent/permit conditions (regulatory authority conditions attached to any permits or approvals for the project)*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions, standards or treaties, etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant standards e.g. Workers' Accommodation: Process and Standards (IFC and EBRD)*
- *relevant sector standards e.g. workers accommodation*
- *grievance redress mechanisms.*

The types of issues identified could include. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, illicit behavior and crime, and maintaining a safe environment etc.

[Amend the following instructions to the Bidder taking into account the above considerations.]

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

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers, (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances

-
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
 5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
 6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
 7. Violence including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)
 8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
 9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
 10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
 11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
 12. Respecting reasonable work instructions (including regarding environmental and social norms)
 13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
 14. Duty to report violations of this Code
 15. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

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

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

A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the

local community, Contractor's personnel (including sub-contractors and day workers), Employer's and Project Manager's personnel, and affected persons.

PAYMENT FOR ESHS REQUIREMENTS

The Employer's ESHS and procurement specialists should consider how the Contractor will cost the delivery of the ESHS requirements. In the majority of cases, the payment for the delivery of ESHS requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing work place safe systems of work, including the majors necessary for ensuring traffic safety, shall be covered by the Bidder's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, GBV/SEA awareness and sensitization or to encourage the contractor to deliver additional ESHS outcomes beyond the requirement of the Contract.

PART 2 – Works Requirements

Section VII - Works Requirements

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Estimated Works Requirements

Lot No. 1

Bill of Quantities					
Name of work: Procurement of Conservation Material & Skilled/Unskilled Labours Archaeological Remains Bhamala Haripur.					
S.N	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	<p>Providing, restoring, consolidation of top coarse of wall of main & small Stupa in relevant " Gandhara Style" coursed/random rubble stone masonry similar to original, having wall thickness 1 to 2 feet by resetting / rejoining top coarse up to one feet depth, using clay, sand, pea gravel, cement and lime mortar 3:2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in horizontal and vertical joints with appropriate mortar including providing additional stones were found necessary in core of wall to drain out rain water, maintain sky line for natural appearance including removal of deposit dead and loose mortar from joints, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.</p>	3543.18	Cft		

Bill of Quantities					
Name of work: Procurement of Conservation Material & Skilled/Unskilled Labours Archaeological Remains Bhamala Haripur.					
S.N	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
2	Water tightening, consolidating and capping of ruinous structure/wall in relevant " Gandhara Style" coursed/random rubble stone masonry similar to original, having wall thickness 2 to 3 feet by resetting / rejoining top coarse up to one feet depth, using clay, sand, pea gravel, cement and lime mortar 3:2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in horizontal and vertical joints with appropriate mortar including providing additional stones were found necessary in core of wall to drain out rain water, maintain sky line for natural appearance including removal of deposit dead and loose mortar from joints, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.	13477.07	Cft		
3	Providing, laying and restoring stone chip work " up to required thickness/ size and shape in horizontal & Vertical joints in position to the structural remains/ wall in relevant diaper "Gandhara Style" stone masonry similar to original with stone flaks of approved quality and texture obtain from quarry set in clay, sand, cement and lime mortar 3:2:10%:10%, dismantling/dismembering taking out decayed and pulverized chip work, dead mortar from joints, sift out loosed particles, making the recess / pocket to house and set the stone flakes / spalls accurately, resetting of stone, binding old and new work, Necessary skin treatment to create natural and ancient appearance, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.	1436.00	Cft		
Grand Total Amount of Rs					

Estimated Works Requirements

Lot No. 2

Bill of Quantities					
Name of work: Procurement of Conservation Material & Skilled/Unskilled Labours at Archaeological Remains Shapula Stupa District Khyber.					
S.N	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	<p>Providing, restoring, consolidation of top coarse of wall of main & small Stupa in relevant " Gandhara Style" coursed/random rubble stone masonry similar to original, having wall thickness 1 to 2 feet by resetting / rejoining top coarse up to one feet depth, using clay, sand, pea gravel, cement and lime mortar 3:2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in horizontal and vertical joints with appropriate mortar including providing additional stones were found necessary in core of wall to drain out rain water, maintain sky line for natural appearance including removal of deposit dead and loose mortar from joints, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer incharge.</p>	31680.00	Cft	536.09	

Bill of Quantities					
Name of work: Procurement of Conservation Material & Skilled/Unskilled Labours at Archaeological Remains Shapula Stupa District Khyber.					
S.N	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
2	Water tightening, consolidating and capping of ruinous structure/wall in relevant " Gandhara Style" coursed/random rubble stone masonry similar to original, having wall thickness 2 to 3 feet by resetting / rejoining top coarse up to one feet depth, using clay, sand, pea gravel, cement and lime mortar 3:2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in horizontal and vertical joints with appropriate mortar including providing additional stones were found necessary in core of wall to drain out rain water, maintain sky line for natural appearance including removal of deposit dead and loose mortar from joints, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.	3885.32	Cft	681.93	
3	Providing, laying and restoring stone chip work " up to required thickness/ size and shape in horizontal & Vertical joints in position to the structural remains/ wall in relevant diaper "Gandhara Style" stone masonry similar to original with stone flaks of approved quality and texture obtain from quarry set in clay, sand, cement and lime mortar 3:2:10%:10%, dismantling/dismembering taking out decayed and pulverized chip work, dead mortar from joints, sift out loosed particles, making the recess / pocket to house and set the stone flakes / spalls accurately, resetting of stone, binding old and new work, Necessary skin treatment to create natural and ancient appearance, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.	2544.00	Cft	254.18	

Bill of Quantities					
Name of work: Procurement of Conservation Material & Skilled/Unskilled Labours at Archaeological Remains Shapula Stupa District Khyber.					
S.N	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
4	<p>Providing, restoring of floor of main & small Stupa in relevant " Gandhara Style" similar to original, having floor thickness 4" to 6", using sand, pea gravel, cement and lime mortar 2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in flakes stone joints with appropriate mortar including providing additional stones were found necessary in drain out rain water, maintain sky line for natural appearance including removal of deposit dead, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.</p>	1378.30	Cft	211.35	
	Grand Total Amount of Rs				

Estimated Works Requirements

Lot No. 3

Bill of Quantities						
Name of work: Procurement of Conservation Material & Skilled/Unskilled Labours for Udigram Mosque, Pishmal Mosque and main Kalam Mosque at District Swat.						
S.N	Ref.no MRS 2020	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	NSI	<p>Providing, restoring, consolidation of top coarse of wall of main & small Stupa in relevant " Gandhara Style" coursed/random rubble stone masonry similar to original, having wall thickness 1 to 2 feet by resetting / rejoining top coarse up to one feet depth, using clay, sand, pea gravel, cement and lime mortar 3:2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in horizontal and vertical joints with appropriate mortar including providing additional stones were found necessary in core of wall to drain out rain water, maintain sky line for natural appearance including removal of deposit dead and loose mortar from joints, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.</p>	13752.00	Cft		

Bill of Quantities						
Name of work: Procurement of Conservation Material & Skilled/Unskilled Labours for Udigram Mosque, Pishmal Mosque and main Kalam Mosque at District Swat.						
S.N	Ref.no MRS 2020	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
2	NSI	Water tightening, consolidating and capping of ruinous structure/wall in relevant " Gandhara Style" coursed/random rubble stone masonry similar to original, having wall thickness 2 to 3 feet by resetting / rejoining top coarse up to one feet depth, using clay, sand, pea gravel, cement and lime mortar 3:2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in horizontal and vertical joints with appropriate mortar including providing additional stones were found necessary in core of wall to drain out rain water, maintain sky line for natural appearance including removal of deposit dead and loose mortar from joints, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.	7477.82	Cft		
3	NSI	Providing, laying and restoring stone chip work " up to required thickness/ size and shape in horizontal & Vertical joints in position to the structural remains/ wall in relevant diaper "Gandhara Style" stone masonry similar to original with stone flaks of approved quality and texture obtain from quarry set in clay, sand, cement and lime mortar 3:2:10%:10%, dismantling/dismembering taking out decayed and pulverized chip work, dead mortar from joints, sift out loosed particles, making the recess / pocket to house and set the stone flakes / spalls accurately, resetting of stone, binding old and new work, Necessary skin treatment to create natural and ancient appearance, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.	3981.00	Cft		

Bill of Quantities						
Name of work: Procurement of Conservation Material & Skilled/Unskilled Labours for Udigram Mosque, Pishmal Mosque and main Kalam Mosque at District Swat.						
S.N	Ref.no MRS 2020	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
4	NSI	Providing, restoring of floor of main & small Stupa in relevant " Gandhara Style" similar to original, having floor thickness 4" to 6", using sand, pea gravel, cement and lime mortar 2:0.50:5%:15%, Resetting of loose and bulged stone, replacing delayed/ pulverized stone, filling and grouting open joint, stone chip work in flakes stone joints with appropriate mortar including providing additional stones were found necessary in drain out rain water, maintain sky line for natural appearance including removal of deposit dead, sift out all dust and loosed particles, pressing dabbing and scrubbing the mortar to achieve good bond, required skin finish as well structure stability, Necessary skin treatment to create natural and ancient appearance including dismantling, dismember, scaffolding, curing and disposal of rubbish etc. complete all as per drawing, site requirements and instruction of Engineer in charge.	1378.30	Cft		
5	12-01-a	Plain wood work sawn, wrought, planed & fixed, in position, including nails & screws: Deodar, wood	1500.00	Cft		
			Grand Total Amount of Rs			

Inspections and Tests

The following inspections and tests shall be performed:

1. Inspection of the delivered material/items will be carried out as per the quality Standard described in the BOQ or as agreed /communicated by the Directorate of Archaeology.
2. The inspection committee will inspect the material/items and work done as per the BOQ and subsequent Call Off Contract.
3. If required by the Directorate Archaeology can ask for testing of the material/material/items delivery under the Call off contract-in such case all the associated charges will be the responsibility of Contractor to produce quality assurance as per satisfaction of the Directorate.
4. Simple along with quality specification will be provide to the Directorate prior to delivery to the site specified in the call off contract.
5. In case of sub Standard /defective good/items/service the Directorate shall reject full or partial supply made/work done if not meeting the minimum quality Standard agreed or specified in the call off contract- in such case the associate cost will be the responsibility of the Contractor.

PART 3 – Employer Forms

Employer Forms

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Notification of Intention to Conclude a Framework Agreement(s)

[This Notification of Intention to Conclude a Framework Agreement(s) shall be sent to each Bidder that submitted a Bid. Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Project: *[insert name of project]*

Framework Agreement title: *[insert the name of the FA]*

Country: *[insert country where RFB is issued]*

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

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

Date of transmission: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Conclude a Framework Agreement(s)

This Notification of Intention to conclude Framework Agreement(s) (Notification) notifies you of our decision to conclude the above Framework Agreement(s). The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

3. request a debriefing in relation to the evaluation of your Bid, and/or
4. submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.

The successful Bidder(s) are the following:

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

All Bidders [INSTRUCTIONS: insert names of all Bidders that submitted Bids. If the Bid price/s or pricing mechanism/s was evaluated include the evaluated as well as the read out price.]

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

Reason/s why your Bid was unsuccessful

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

How to request a debriefing

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

Business Days of receipt of this Notification of Intention to Conclude a Framework Agreement.

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

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

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

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

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

How to make a complaint

Deadline: Procurement-related Complaint challenging the decision to conclude a Framework Agreement shall be submitted by midnight, *[insert date]* (local time).

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

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Framework Agreement. 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>] 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 procurement process, and is the recipient of a Notification of Intention to Conclude a Framework Agreement.
2. The complaint can only challenge the decision to conclude the Framework Agreement.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all the information required by the Procurement Regulations (as described in Annex III).

Standstill Period

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

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Conclude a Framework Agreement.

The Standstill Period may be extended as stated in the section above titled ‘How to request a debriefing’.

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: _____

Notification to Conclude a Framework Agreement

[Use letterhead paper of the Employer]

[Date]

To: *[name and address of successful Bidder]*

**Notification to Conclude a Framework Agreement
Framework Agreement No. *[insert FA reference number]***

This is to notify you that your Bid dated *[insert date]* to conclude a Framework Agreement in relation to the supply of *[insert short title for Works]* is hereby accepted by our Agency.

Please sign, date and return the Framework Agreement within *[insert the applicable period for signing of the FA in accordance of the ITB]* days of receipt of the same.

Authorized Signature: _____
Name: _____
Title/position: _____
Name of Agency: _____
Telephone: _____
Email: _____

Attachment: Framework Agreement

PART 4 – Framework Agreement

Framework Agreement

[This form is to be completed by the Employer in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final document.]

Note: *the terminology in relation to the parties to the Framework Agreement changes from the terminology used in relation to the parties involved in the RFB Primary Procurement process. In the Primary Procurement process the Employer is responsible for establishing the FA(s). However, the parties to the FA will be the “Employer(s)” (being Borrower’s agencies that are entitled to purchase under the FA) and, where appropriate, a “Lead Employer” or a “Responsible Agency” acting on behalf of a Employer(s) and responsible for managing and administering the FA. In the FA, the successful Bidder(s) is called the “Contractor”. This covers the Contractor’s capacity as both a holder of a FA and as a Contractor under a Call off Contract.]*

This Framework Agreement [*insert reference number of the Framework Agreement*] is made for the supply of [*insert brief description of Material and services*]

on the [*insert: **number***] day of [*insert: **month***], [*insert: **year***]

between

the Employer(s) [*insert complete name of the Employer/s, the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of Country of Employer/s}”, or “a corporation incorporated under the laws of {insert name of Country of Employer/s}”]*] (the Employer(s)) and

the Responsible Agency [*insert complete name of the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of Country} of the Responsible Agency”, or “a corporation incorporated under the laws of {insert name of Country of the Responsible Agency}”]*] and having its principal place of business at [*insert Responsible Agency’s address*] as the agency responsible for the management and administration of the Framework Agreement for use by the participating Employers listed in Schedule [*insert number*] to this Framework Agreement (Employer (s)) and

the Contractor [*insert name of the Contractor*], a corporation incorporated under the laws of [*insert country of Contractor*] and having its principal place of business at [*insert Contractor’s address*] (Contractor).

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Contractor to supply the specified Material to the Employer(s) during the Term of the Framework Agreement, as and when the Employer(s) wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

Section A: Framework Agreement General Provisions

Section B: Framework Agreement Specific Provisions

Schedule 1: Works Requirements

Schedule 2: Price Schedules

Schedule 3: Secondary Procurement

Schedule 4: Call-off Contract: General Conditions of Contract (GCC)

Schedule 5: Forms for Call-off Contract

Schedule 6: List of participating Employers [*use for Multi-User FAs, otherwise delete*]

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of [*insert the name of the Framework Agreement governing law country*] on the day, month and year indicated above.

“For and on behalf of the Employer:”

Signed: [*insert signature*]

Full name: [*name of person signing*]

Agency: [*insert the name of agency*]

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

In the presence of [*insert identification of official witness*]

For and on behalf of the Contractor:

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

Full name: [*name of person signing*]

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

In the presence of [*insert identification official of witness*]

Section A: Framework Agreement General Provisions (FAGP)

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	*The power of attorney shall be attached to the Quotation.	5

Section A

Framework Agreement General Provisions (FAGP)

- (a) **Definitions**
- a. The following words and expressions shall have the meanings hereby assigned to them
- 1.1.1 **“Bank”** means the World Bank, meaning the International Bank for Reconstruction and Development (IBRD) and/or the International Development Association (IDA), whether acting on its own account or in its capacity as administrator of trust funds provided by other donors.
 - 1.1.2 **“Base Price”** is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with **FA Specific Provision FAGP 8.1**.
 - 1.1.3 **“Business Day”** is any day that is an official working day of the Employer. It excludes the Employer’s official public holidays.
 - 1.1.4 **“Call-off Contract”** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Material, and any Related Services.
 - 1.1.5 **“Closed Framework Agreement”** is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.
 - 1.1.6 **“Commencement Date”** is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
 - 1.1.7 **“Contract Price”** is the price payable to the Contractor as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - 1.1.8 **“Day”** means calendar day.

- 1.1.9 **“Goods”** means all Goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, Works as specified in the **FA Specific Provisions**, that the Contractor is required to supply to the Employer under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Works includes Related Services.
- 1.1.10 **“In Writing”** means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).
- 1.1.11 **“Incoterms”** means the international commercial terms for material published by the International Chamber of Commerce (ICC).
- 1.1.12 **“Lead Employer”**, when named in the Framework Agreement, means a party to the Framework Agreement, as a Employer in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Employers as specified in the **FA Specific Provisions**. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Employer. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Employer named in the Call-off Contract.
- 1.1.13 **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Employer permitted to purchase through a Call-off Contract, as specified in the **FA Specific Provisions**;
- 1.1.14 **“Employer”** is the Borrower’s agency(ies) that is/are permitted to purchase Material from a Contractor under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Employer includes Lead Employer, or Responsible Agency.

- 1.1.15 “**Employer’s Country**” is the country specified in the **FA Specific Provisions**.
- 1.1.16 “**Related Services**” means the services incidental to the supply of the Material/Works, such as insurance, installation, training, initial maintenance and other such obligations of the Contractor, excluding inland transportation and other services required in the Employer’s Country to convey the Material/Works to its final destination.
- 1.1.17 “**Responsible Agency**”, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the participating Employers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.
- 1.1.18 “**Secondary Procurement**” is the method used to select a Contractor and award a Call-off Contract under this Framework Agreement.
- 1.1.19 “**Single-User Framework Agreement**” means a Framework Agreement where there is only one Employer, as specified in the **FA Specific Provisions**.
- 1.1.20 “**Contractor**” means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Employer, from time to time, and as and when required, the Works, and, if applicable, Related Services, under a Call-off Contract.
- 1.1.21 “**Term**” mean the duration of this Framework Agreement as described in the **FA Specific Provisions** starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the **FA Specific Provisions**.
- (b) **Framework Agreement Documents**
- a. This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
 - b. This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

- (c) Contractor's obligations**
- a. The Contractor shall offer to supply (standing offer) to the Employer, the Works, including any Related Services if applicable, described in the Framework Agreement Schedule 1: Works Requirements , for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
 - b. The Contractor undertakes to supply the Material under a Call-off Contract. The Material supplied shall be:
 - 1.1.1 of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Works Requirements,
 - 1.1.2 at the Contract Price specified in the Call-off Contract, and
 - 1.1.3 in such quantities, at such times and to such locations as specified in the Call-off Contract.
 - c. The Contractor agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, Schedule 4, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Material.
- (d) Continued Qualification and Eligibility**
- a. The Contractor shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Contractor or subcontractor, 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.
 - b. To continue to be eligible the Contractor shall not have been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework as described in Section B, Framework Agreement General Provisions. Where the Contractor has been so sanctioned it will be ineligible for the duration of the period of time as the Bank shall have determined.
- (e) Term**
- a. This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.
 - b. Where permitted in the **FA Specific Provisions**, the Term may be extended, at the Employer's sole discretion, and where there has been satisfactory performance by the Contractor. To extend

the Term, the Employer shall give the Contractor no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired. The total Term of the Framework Agreement shall be no longer than a total of five (5) years.

- (f) **Representative** a. The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.
- (g) **Role of Lead Employer or Responsible Agency** a. Where there is a Lead Employer or Responsible Agency that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Employer(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Employer or Responsible Agency. The Lead Employer or Responsible Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Employer named in the Call-off Contract.
- b. Where no Lead Employer or Responsible Agency has been appointed, the named Employer is responsible for managing and administering the Framework Agreement and the provisions in **FAGP 6.1** above, in relation to communications and notices etc., apply to the Employer.
- (h) **Contract Price** a. The Contract Price for each Call-off Contract, shall be determined as specified in the **FA Specific Provisions**.
- (i) **Performance Security** a. The Employer may require a Performance Security from the Contractor in relation to the performance of a specific Call-off Contract. In this event, the Contractor shall comply with the relevant provisions relating to Performance Security contained in the Call-off Contract Special Conditions of Contract.
- (j) **Language** a. This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Employer and Contractor, shall be written in the language specified in the **FA Specific Provisions**. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another

language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

- b. The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

(k) Notices

- a. Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

(l) Fraud and Corruption

- a. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as set forth in the Appendix to this Framework Agreement General Provisions (Fraud and Corruption).
- b. 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 Primary or Secondary Procurement process or execution of a Call-off 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.

(m) Records, inspections and audit

- a. The Contractor shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Works, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.
- b. Pursuant to paragraph 2.2 e. of the Appendix to this Framework Agreement General Provisions (Fraud and Corruption), the Contractor shall permit, and shall cause its subcontractor(s) and subconsultants to permit, the Bank and/or persons appointed by the Bank, to inspect the site and/or the accounts and records relating to the Framework Agreement, and/or any Call-off Contract(s) awarded under the Framework Agreement, in relation to the procurement process, selection, contracting, execution or implementation, and to have such accounts and records audited by auditors appointed by the Bank, if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to **FAGP 12.1**, 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).
- (n) Confidential Information**
- a. The Employer and the Contractor shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.
- b. The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:
- (a) the Employer or Contractor need to share with the Bank or other institution(s) participating in the financing of a Call-off Contract
- (b) now, or in future, enters the public domain through no fault of that party
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- (o) Governing Law**
- a. This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with, the laws of the Employer's country, unless otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.
- (p) Change to the Framework Agreement**
- a. Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.
- (q) Termination of the Framework Agreement**
- a. The Employer, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice In Writing to the Contractor, if:
- (a) in the judgement of the Employer, the Contractor has engaged in Fraud and Corruption, or
- (b) during the Term of the Framework Agreement, the Contractor ceases to be qualified or eligible as per **FAGP 4.** or
- (c) the Contractor purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Employer, or

- (d) the Contractor becomes bankrupt or otherwise insolvent.
- b. The Employer may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Contractor, at any time, for its convenience. The notice of termination shall specify that the termination is for the Employer's convenience, the extent to which the performance of the Contractor under the Framework Agreement is terminated, and the date upon which such termination becomes effective.
- (r) **Consequence of expiry or termination**
- a. Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.
- (s) **Dispute resolution in relation to this Framework Agreement**
- a. In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.
- b. Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.
- (t) **Dispute resolution in relation to Call-off Contracts**
- a. The Employer and the Contractor for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- b. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Material under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

- c. Notwithstanding any reference to arbitration herein,
 - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Employer shall pay the Contractor any monies due the Contractor.

Appendix

to Section A: Framework Agreement General Provisions

Fraud and Corruption

(Text in this Appendix shall not be modified)

2.1 Purpose

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

2.2 Requirements

- a. The Bank requires that Borrowers (including beneficiaries of Bank financing); Bidders (applicants/proposers), consultants, contractors and Contractors; any subcontractors, sub-consultants, service providers or Contractors; 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.
- b. To this end, the Bank:
 - i. Defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (b) "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;
 - (c) "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;
 - (d) "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;
 - (e) "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.
 - ii. 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,

- subcontractors, service providers, Contractors and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- iii. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- iv. 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:
- a. to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹
 - b. to be a nominated² subcontractor, consultant, manufacturer or Contractor, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and
 - c. 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;
- v. 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 Contractors, and their subcontractors, sub-consultants, service providers, Contractors, 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 Contractor, 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 subcontractor, nominated consultant, nominated manufacturer or Contractor, 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 B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

[This section is to be completed by the Purchasing agency as per the instructions provided in italicized text. The italicized text should be deleted from the final document.]

Framework Agreement General Provision	Description
FAGP 1.1 (i) Material	This Framework Agreement relates to Archaeological Site in Khyber Pakhtunkhwa . The Works, and Related Services, are more fully described in Schedule 1: Works Requirements including, where applicable: list of Works, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGP 1.1 (l), (m) & (s) Single/Multi-User	This is a Single-User Framework Agreement
FAGP 1.1 (o) Employer' Country	The Employer's Country is Pakistan
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents.: <ol style="list-style-type: none"> 1. Framework Agreement, including all Sections and Schedules, 2. Notice of Conclusion of a Framework Agreement, and 3. Letter of Bid (from Primary Procurement process)
FAGP 5.1 Term	The Term of this Framework Agreement is 02(two) years from the Commencement Date.
FAGP 5.2 Term extension(s)	"The initial term may be extended by a maximum of one (01) additional year."
FAGP 6.1 Representatives	<u>Employer's Representatives</u>

	<p>The name and contact details of the Employer’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name: Mr.</p> <p>Title/position:., Archaeology & Museum Department</p> <p>Address: Peshawar Museum Peshawar Cantt</p> <p>Phone: 091-9211194</p> <p>Mobile: 0312 9321664</p> <p>E-mail:</p>
<p>FAGP 6.1 Representatives</p>	<p><u>Contractor’s Representatives</u></p> <p>The name and contact details of the Contractor’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
<p>FAGP 8.1 Contract Price</p>	<p>The Contract Price that will apply to the purchase of Works and Related Service under a Call-off Contract shall be:</p> <p>Through Mini competition:</p> <p>the successful competitive quotation subject to the provisions below.</p> <p>and</p> <p>any additional price for inland transportation and other services not included in the Base Price required in the Employer’s Country to convey the Material to their destination specified in RFQ.</p>
<p>FAGP 8.1 Contract Price</p>	<p>Adjustments to the Base Price</p> <p>“The Base Price shall not be subject to adjustments for Call-off contracts awarded within 12 months from the date of signing the FA. For any Call-off contracts awarded after this specified period, the Base Price shall be subject to an adjustment depending on the following:</p> <ol style="list-style-type: none"> 3. Change in the regulations of the taxes/duties in Pakistan 4. Official Inflation Rate of Pakistan which would be based on Consumer Price Index (CPI) on yearly analysis (YoY) to be issued by Pakistan Bureau of Statistics, Ministry of Planning, Development and Reforms GOP.

<p>FAGP 3.1 & 8.1</p> <p>Contract Price</p>	<p>if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Employer's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Base Price, then such Delivery Period and/or Base Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with FAGP 8.1.</p>
<p>FAGP 10.1</p> <p>Language</p>	<p>The language of this Framework Agreement, and any Call-off Contract is English</p>
<p>FAGP 20.2</p> <p>Dispute Resolution in relation to Call-off Contract.</p>	<p>“In the case of a dispute between the Employer and a Contractor who is a national of the Employer's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Employer's Country.”</p> <p>The place of arbitration will be Peshawar</p>

SCHEDULE 3: Secondary Procurement

4. Secondary Procurement method(s)

The Secondary Procurement method(s) that apply to the selection of a Contractor for the award of a Call-off Contract under this Framework Agreement:

- (i) competitive quotations through mini competition,

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

1.1 Competitive quotations (mini competition)

The Employer will prepare a Request for Quotation (RFQ) and invite all eligible Contractors holding a Framework Agreement that includes the Works to be performed under the Call-off contract, to submit competitive quotations.

The RFQ will include:

- (a) the Works, and any Related Services, to be delivered
- (b) delivery location(s)
- (c) delivery date(s) or schedule
- (d) quantity
- (e) any additional requirement for inland transportation and other services in the Employer's Country to deliver the Material/Work to their destination specified in RFQ not included in the Base Price,
- (f) details of any inspections or tests that are additional to those described in the Framework Agreement
- (g) the criteria to be applied to the evaluation of quotations
- (h) the award criteria, e.g.:
 - The Employer shall award the Call-off Contract to the Contractor whose Bid(s) has been determined to be:
 - substantially responsive to the RFQ; and
 - the lowest evaluated cost.
- (i) deadline for submission of quotations
- (j) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase
- (k) request to Contractors to demonstrate that they continue to be eligible and qualified to perform the works.
- (l) *any other relevant information.*

Contractors are not permitted to quote a price, that is higher than the Base Price stated in the Framework Agreement, Schedule 2, or as adjusted by the agreed price adjustment formula, if applicable and any changes in any Laws and Regulations in accordance with FAGP 8.1.]

1.2: *Direct Selection on locational and/or rotational basis as referenced to performance*

2. Formation of Call-off contract

The Employer shall confirm that the selected Contractor continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when one of the following conditions are met depending on the method of selection used for the Secondary procurement.

2.1 For competitive quotations through mini-competition using a Request for Quotation, the Call-off contract is formed when: *[select one of the three Options]*

“the Employer issues, the Letter of Award of Call-off Contract to the successful Contractor.”

“Following the formation of contract, through offer and acceptance, the Employer and Contractor shall sign a Call-off Contract as per the form contained in the Framework Agreement.”

3. Communicating the award of Call-off Contract

The Employer shall, at the same time as awarding the contract, communicate the award of the Call-off Contract in the case of:

- a. selection based on competitive quotations (through mini competition) to all Contractors invited to submit quotations.

The communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

- b. the name and address of the successful Contractor
- c. the quantity/volume of Works being performed
- d. the contract price
- e. a statement of the reason(s) the recipient Contractor was unsuccessful.]

4. Complaint about award of Call-off Contract

An unsuccessful Contractor may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows:

- a. the complaint shall be made in writing to the Employer, by the quickest means available, e.g. email
- b. the Employer will address the complaint within a reasonable time
- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

SCHEDULE 4: Secondary Procurement Forms

Secondary Procurement Forms

Contents

Request for Quotation _____	3
Sample Letter of Award of Call-off Contract _____	9
Call-off Contract for Works _____	11

Request for Quotation
Secondary Procurement under a Framework Agreement
(method: mini competition)

Contractor Quotation Form

From:	<i>[Insert Contractor's name; in case of a joint venture, specify the name of the joint venture]</i>
Contractor's Representative:	<i>[Insert name of Contractor's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Contractor's address]</i>
Email:	<i>[Insert Contractor's email address]</i>

To:	<i>[Insert Employer's name]</i>
Employer's Representative:	<i>[Insert name of Employer's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Employer's address, including email]</i>
RFQ Ref No.:	
Date of Quotation:	

Dear *[insert name of Employer's Representative]*:

SUBMISSION OF QUOTATION

8. Conformity and No Reservations

In response to the above named RFQ, we offer to execute the Works as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

9. Eligibility

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.

10. Quotation Price

The total price of our offer is *[Insert one of the options below as appropriate]*

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

Or

[Option 2, in case of multiple lots:] (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];* (c) *Cross-discount for award of more than one lot [indicate any cross discounts]*

11. Quotation Validity

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

12. Performance Security *[delete if performance security is not required]*

If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ.

13. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

[If none has been paid or is to be paid, indicate "none."]

Name of Recipient	Address	Reason	Amount

14. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- b. annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Contractors.

15. 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.

On behalf of the Contractor:

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

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

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]*

*The power of attorney shall be attached to the Quotation.

Technical Proposal

The Contractor shall provide:

- the names and details of the suitably qualified key personnel to perform the Contract
- adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment for the Contract
- information on Site organization
- its method statement on the execution of the works
- mobilization and construction schedule
- A summary of other information, if any, that the Contractor considers relevant

Sample Letter of Award of Call-off Contract

[modify as appropriate]

[use letterhead paper of the Employer]

[date]

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

Subject: **Notification of Award of Call-off Contract No.**

In reference to the Framework Agreement *[insert reference number and date]*

[For mini-competition, add the following: “and your Quotation [insert reference number and date] has been accepted.”]

please find inclosed herewith the Call-off Contract. You are requested to sign the Call-off contract within *[insert no of days]*.

[Insert the following if Performance Security is required: “You are also requested to furnish a Performance Security within [insert no of days] in accordance with the Conditions of Call-off Contract, using for that purpose one of the Performance Security Forms included in the Framework Agreement Secondary Procurement Forms. “]

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Call-off Contract

Call-off Contract for Works

Framework Agreement (FA):	<i>[insert short title of FA]</i>
FA Date:	<i>[insert FA date]</i>
FA reference number:	<i>[insert FA reference number]</i>
Material:	<i>[short title for type of Material]</i>

Employer:		Contractor:		
<i>[name of Employer]</i> <i>[address]</i>		<i>[name of Contractor]</i> <i>[address]</i>		
MATERIAL (GCC 1.1 i)				
Code	Product name	Quantity	Unit price	Total
<i>[insert code]</i>	<i>[description of Material]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:		Total		
Required Delivery period as per INCOTERMS <i>[See Delivery Periods in the FA]</i>		<i>[insert period]</i> as per applicable INCOTERMS		

RELATED SERVICES (GCC 1.1 I)				
Code	Name/description of service	Quantity	Price	Total
[insert code]	[Describe the Related Services covered under GCC Sub-Clause 25.2 and/or Framework Agreement Schedule 1: Works Requirements . The price quoted in Schedule 2 of the Framework Agreement or as agreed with the selected Contractor shall be included in the Contract Price.]	[number]	[price]	[amount]
Special instructions/comments:		Total		
Required Completion period [See Completion Periods in the FA]		[insert period]		

Contract Documents (GCC 2)
<p>1) 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.</p> <p>(u) Letter of Award of Call-off Contract (v) Contractor's Quotation (if applicable) (w) Addenda No. ____ (if any) (x) Special Conditions of Call-off Contract</p> <p>and by reference the following documents:</p> <p>(y) Framework Agreement, (z) Section A- Framework Agreement General Provisions, (aa) Section B- Framework Agreement Specific Provisions (bb) Schedule 1: Works Requirements [insert relevant items from schedule 1 as applicable to the Call-off contract such as technical specifications, any drawings, and inspection and tests] (cc) Schedule 4: Call-off Contract General Conditions of Contract (dd) [List any other document]</p>

- 2) In consideration of the payments to be made by the Employer to the Contractor as specified in this Call-off Contract, the Contractor hereby covenants with the Employer to provide the Material and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 3) The Employer hereby covenants to pay the Contractor in consideration of the provision of the Material and Services 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.

For and on behalf of the Employer

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*
Date: _____

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*
Date: _____

Attachment

3. Special Conditions of Call-off Contract
4. Contractor's Quotation (if applicable)
5. *[Any other documents]*

Contract Agreement

THIS AGREEMENT made theday of,, between
[name of the Employer]. (hereinafter “the Employer”), of the one part, and
[name of the Contractor].(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer invited an offer for the execution of Works, *[insert brief description of the Works]*, carried out contract negotiations as applicable, and has accepted the offer by the Contractor for the Works:

The Employer and the Contractor agree as follows:

- a. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- b. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) Minutes of Negotiations
 - (b) the Contractor’s offer
 - (c) the Conditions of Contract, including Appendices
 - (d) the Specifications
 - (e) the Drawings
 - (f) Bill of Quantities;¹ and
 - (g) any other document listed in the CC as forming part of the Contract.
- c. 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.
- d. 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*[insert the name of the Contract governing law country]* .on the day, month and year specified above.

[To facilitate this emergency procurement, if acceptable to the Employer and the Contractor, electronic signature of the Contract Agreement such as using DocuSign is recommended.]

¹ In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

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

Conditions of Contract

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Conditions of Contract

A. General

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify defined terms.
- (a) The **Accepted Contract Amount** means the amount offered by the Contractor and agreed by the Employer 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 **CC 21**.
 - (d) **“Bank”** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Contractor’s offer.
 - (f) **Compensation Events** are those defined in **CC 40**.
 - (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with **CC 49.1**.
 - (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 **CC 3.3** below.
 - (i) The **Contractor** is the party whose offer to carry out the Works has been accepted by the Employer.
 - (j) The **Contract Price** is the Accepted Contract and thereafter as adjusted in accordance with the Contract.
 - (k) **Days** are calendar days; months are calendar months.
 - (l) **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.

- (m) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (n) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The **Defects Liability Period** is the period specified in **CC 2.12** and calculated from the Completion Date.
- (p) **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.
- (q) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in CC 2.1.**
- (r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (s) "**In writing**" or "**written**" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- (t) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works as specified in **CC 2.1.**
- (u) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (v) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (w) The **Project Manager** is the person named in **CC 2.1** (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.
- (x) The **Site** is the area defined as such in the **CC 2.1.**
- (y) **Site Investigation Reports** are those, if any, that were included in the request for invitation for direct contracting of the Works and are factual and

interpretative reports about the surface and subsurface conditions at the Site.

- (z) **Specifications** means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (aa) The **Start Date** is **given in CC 2.1**. It is the latest date when the Contractor shall commence execution of the Works.
- (bb) 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.
- (cc) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (dd) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (ee) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **CC 2.1**.
- (ff) **“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.
- (gg) **“Key Personnel”** means the positions (if any) of the Contractor’s personnel that are included in the contract.
- (hh) **“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;
- (ii) **“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

- (jj) “**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. Contract Specific Information

2.1 General

- (a) The **Employer** is: *[insert name, address, and name of authorized representative]*
- (b) The **Intended Completion Date** for the whole of the Works shall be: *[insert date]*
[If different dates are specified for completion of the Works by section (“sectional completion” or milestones), these dates should be listed here]
- (c) The **Project Manager** is: *[insert name, address, and name of authorized representative]*
- (d) The **Site** is located at *[insert address of Site]* and is defined in drawings No. *[insert numbers]*
- (e) The **Start Date** shall be: *[insert date]*.
- (f) The Works consist of: *[insert brief summary, including relationship to other contracts under the Project]*

2.2 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.

Address for notices to the Employer:

[insert the name of officer authorized to receive notices]
[title/position]
[department/work unit]
[address]

[Electronic mail address]

Address for notices to the Contractor:

[insert the name of officer authorized to receive notices]
[title/position]
[department/work unit]
[address]

[Electronic mail address]

2.3 In accordance with **CC 3.2, Sectional Completions** are: *[insert nature and dates, if appropriate; otherwise delete]*

2.4 The **language** of the contract is *[insert name of the language. The language shall be that of the offer].*

2.5 The Contract shall be governed by the law of *[state: “the Employer’s Country”, unless any other law shall apply*

The contract specific information for the listed Conditions of Contract (CC) clauses follows:

2.6 CC 12: The minimum **insurance** amounts and deductibles shall be:

- (a) for loss or damage to the Works, Plant and Materials: *[insert amounts].*
- (b) For loss or damage to Equipment: *[insert amounts].*
- (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract *[insert amounts].*
- (d) for personal injury or death: of the Contractor’s employees: *[amount]* of other people: *[amount].*

2.7 CC 13: Site Data are: *[list Site Data].*

2.8 CC 18: Site Possession Date(s) shall be: *[insert location(s) and date(s)]*

2.9 CC 21: Appointing Authority of Adjudicator: *[insert name of Authority].*

2.10 CC 25.1: A **Program** for the Works shall be submitted within: *[insert: number]* days from the date of Contract signature.

2.11 CC 25.2: The period for submission of **progress reports** is: *[insert period].*

2.12 CC 33 The **Defects Liability Period** shall be: *[insert number]* days from the date of Completion.

2.13 CC 43: The **retention** amount shall be *[insert percentage].*

2.14 CC 44.1: The **liquidated damages** for the whole of the Works shall be: *[insert percentage]* of the final Contract Price per day.

2.15 CC 44.1: the **maximum amount of liquidated damages** for the whole of the Works is: *[insert percentage]* of the final Contract Price.

2.16 CC 44.3: The **Bonus** for the whole of the Works is: *[insert percentage]* of the final Contract Price per day. The **maximum**

amount of Bonus for the whole of the Works is *[insert percentage]* of the final Contract Price. *[If early completion would provide benefits to the Employer, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]*

2.17 **CC 45:** The **Advance Payment** shall be: *[insert %]* of the Accepted Contract Amount and shall be paid to the Contractor no later than *[insert number of days]* after the Contractor submits an acceptable Bank Guarantee. *[The Employer may decide to waive the requirement for a bank guarantee for advance payments not exceeding 10% of the Accepted Contract Amount.]*

[The Employer may decide to waive the requirement for Performance Security for the subject emergency procurement. If a Performance Security is required, insert the following:]

2.18 **CC 46:** The Performance Security amount shall be for an amount of: *[insert %]* of the Accepted Contract Amount. *[insert percentage; not exceeding 10% for Bank guarantee and 30% for performance bonds.]*

2.19 **CC 52.1:** The date by which operating and maintenance manuals are required is *[insert date]*. In accordance with **CC 52.1**, the date by which “as built” drawings are required is *[insert date]*.

2.20 **CC 52.2:** The amount to be withheld: *[insert amount]*.

2.21 **CC 54.1:** The percentage to apply to the value of the work not completed is: *[insert percentage]*. *[insert percentage, considering the Employer’s additional cost for completing the Works]*

3. Interpretation

3.1 In interpreting these CC, 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 CC.

3.2 If sectional completion is specified in **CC 2.3**, references in the CC 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).

3.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) The Contract Agreement,
- (b) the Minutes of Negotiations
- (c) the Contractor's offer,
- (d) the Conditions of Contract, including Appendices
- (e) the Specifications,
- (f) the Drawings,
- (g) the Bill of Quantities,² and
- (h) any other document [*include other documents if any*].

4. Prohibitions

4.1 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.

5. Project Manager's Decisions

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

6. Subcontracting

6.1 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.

7. Cooperation

7.1 The Contractor shall cooperate with and allow appropriate opportunities for other contractors, public authorities, utilities, and the Employer, to carry out on or near the Site work, if any, not included in the Contract.

² In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

8. Personnel and Equipment

8.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its offer, 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 offer.

8.2 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) engages in Sexual Harassment, Sexual Exploitation, Sexual Abuse or in any form of sexual activity with individuals under the age of 18 except in case of pre-existing marriage;
- (f) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
- (g) has been recruited from the Employer's Personnel.

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

8.3 Labor

8.3.1 *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.

8.3.2 *Labor Laws.* The Contractor shall comply with all the relevant labor laws applicable to the Contractor's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

8.3.3 *Facilities for Staff and Labor.* ***[if facilities for staff and labor are to be provided by the Contractor, insert this sub-clause; otherwise delete]*** The Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel.

8.3.4 *Supply of Foodstuffs.* ***[if food to its personnel is to be provided by the Contractor, insert this sub-clause; otherwise delete]*** The Contractor shall arrange for the provision of a sufficient supply of suitable food at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

8.3.5 *Supply of Water.* ***[if water to its personnel is to be provided by the Contractor, insert this sub-clause; otherwise delete]*** 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.

8.3.6 *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.

8.3.7 *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.

8.3.8 *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labor at the Site.

8.3.9 *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.

8.3.10 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a proportionate grievance mechanism for Contractor's Personnel.

8.3.11 *Awareness of Contractor's Personnel.* The Contractor shall provide appropriate awareness to relevant Contractor's Personnel on any applicable environmental and social aspects of the Contract, including on health, safety and prohibition of SEA and SH.

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- 9. Employer's and Contractor's Risks**
- 9.1 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.
- 10. Employer's Risks**
- 10.1 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.
- 10.2 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
- (b) a Defect which existed on the Completion Date,
 - (c) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (d) the activities of the Contractor on the Site after the Completion Date.
- 11. Contractor's Risks**
- 11.1 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.
- 12. Insurance**
- 12.1 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 specified in **CC 2.6**, for listed events which are due to the Contractor's risks.

12.2 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.

12.3 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.

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

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

13. Site Data

13.1 The Contractor shall be deemed to have examined any Site Data referred to in **CC 2.7**, supplemented by any information available to the Contractor.

14. Contractor to Construct the Works

14.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

15. Approval by the Project Manager

15.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

15.2 The Contractor shall be responsible for design of Temporary Works.

15.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

15.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

15.5 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.

16. Health, Safety and Protection of the Environment

16.1 The Contractor shall be responsible for the safety of all activities on the Site, and for taking care of the health and safety of all persons entitled to be on the Site and any other place where the Works are being executed

16.2 The Contractor shall comply with all applicable health and safety regulations and laws.

16.3 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.

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.

17. Archaeological and Geological Findings

17.1 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.

18. Possession of the Site

18.1 If possession of a part is not given by the date stated in **CC 2.8**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

19. Access to the Site

19.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager 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.

20. Instructions, Inspections and Audits

20.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

20.2 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.

20.3 Inspections & Audit by the Bank

Pursuant to paragraph 2.2 e. of Appendix A to the CC- Fraud and Corruption, the Contractor shall permit and shall cause its

agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to **CC 23.1** (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).

21. Appointment of the Adjudicator

21.1 The Employer and the Contractor shall jointly appoint an adjudicator with relevant experience, within 7 (seven) days of contract signature. In case of disagreement between the Employer and the Contractor on the appointment of the Adjudicator within this period, either party will request the Appointing authority stated in **CC 2.9**, to appoint the Adjudicator within 7 (seven) days of receipt of such request.

21.2 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 14 (fourteen) days, the Adjudicator shall be designated by the Appointing Authority stated in **CC 2.9**, at the request of either party, within 7 (seven) days of receipt of such request.

22. Procedure for Disputes

22.1 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 (fourteen) days of the notification of the Project Manager's decision.

22.2 The Adjudicator shall give a decision in writing within 14 (fourteen) days of receipt of a notification of a dispute. The adjudicator's cost (hourly fee and reimbursable expenses) shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator.

22.3 Both parties shall attempt to settle the dispute amicably before commencement of arbitration. If the dispute

is not settled amicably within 14 (fourteen) days of the Adjudicator's written decision, either party may refer a decision of the Adjudicator to an Arbitrator. If neither party refers the dispute to arbitration within 28 (twenty eight) days of the Adjudicator's written decision, the Adjudicator's decision shall be final and binding. The arbitration shall be conducted in accordance with the following arbitration procedures. *[For smaller contracts, the institution is usually from the Employer's Country. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution is used]*

["CC 22.3(a) shall be retained in the case of a Contract with a foreign Contractor and CC 22.3 (b) shall be retained in the case of a Contract with a national of the Employer's Country."]

(a) Contract with foreign Contractor:

[unless the Employer chooses the commercial arbitration rules of another international arbitral institution, the following sample clause should be inserted:]

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

(b) Contracts with Contractor national of the Employer's Country:

In the case of a dispute between the Employer and a Contractor who is a national of the Employer's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Employer's Country.]

23. Fraud and Corruption

23.1 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 CC.

23.2 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 to the direct contracting 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.

24. Security of the Site

24.1 *[Insert the following where the Contractor is responsible for the security of the Site]* 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.

The Contractor shall require the security personnel to act within the applicable Laws.

B. Time Control

25. Program and Progress Reports

25.1 The Contractor shall submit for approval a Program for the Works, within the period stated in **CC 2.10**. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show any effect of Variations and Compensation Events.

25.2 The Contractor shall monitor progress of the Works and submit progress reports to the Project manager at intervals no longer than the period stated in **CC 2.11**.

25.3 In addition to the progress reports stated in **CC 2.11**, 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 including, 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.

The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

26. Extension of the Completion Date

26.1 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.

26.2 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.

27. Acceleration

27.1 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.

27.2 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.

28. Delays Ordered by the Project Manager

28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

29. Management Meetings

29.1 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.

30. Early Warning

30.1 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.

30.2 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

31. Identifying Defects

31.1 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.

- 32. Tests** 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications 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.
- 33. Correction of Defects** 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability specified in **CC 2.12**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 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.
- 34. Uncorrected Defects** 34.1 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

- 35. Contract Price³** 35.1 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.
- 36. Changes in the Contract Price⁴** 36.1 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 Accepted Contract Amount, 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

³ In lump-sum contracts, replace CC 35.1 as follows:

35.1 The Contractor shall provide updated Activity Schedules within 7 (seven) 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.

⁴ In lump-sum contracts, replace entire CC 36 with new CC 36.1, as follows:

36.1 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.

Accepted Contract Amount is exceeded by more than 15 percent, except with the prior approval of the Employer.

36.2 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.

37. Variations

37.1 All Variations shall be included in updated Programs⁵ produced by the Contractor.

37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within 7 (seven) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

37.3 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.

37.4 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.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

37.6 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 **CC 36.1** 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.⁶

⁵ In lump-sum contracts, add "and Activity Schedules" after "Programs."

⁶ In lump-sum contracts, delete this paragraph.

38. Payment Certificates

- 38.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 38.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 38.3 The value of work executed shall be determined by the Project Manager.
- 38.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.⁷
- 38.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 38.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

39. Payments

- 39.1 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 (twenty eight) 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. The interest rate shall be at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 39.2 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.

40. Compensation Events

- 40.1 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 **CC 2.8**.
 - (b) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

⁷ 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."

- (c) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (d) The Project Manager unreasonably does not approve a subcontract to be let.
- (e) Ground conditions are substantially more adverse than could reasonably have been assumed before contract signature from the information issued to the Contractor (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (f) 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.
- (g) 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.
- (h) The advance payment is delayed.
- (i) The effects on the Contractor of any of the Employer's Risks.
- (j) The Project Manager unreasonably delays issuing a Certificate of Completion.

40.2 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.

40.3 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.

40.4 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.

41. Tax

41.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 7 (seven) days before the submission of offer 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.

42. Price Adjustment

42.1 Prices shall not be adjusted for any fluctuations in the cost of inputs.

43. Retention

43.1 The Employer shall retain from each payment due to the Contractor the proportion stated in **CC 2.13** until Completion of the whole of the Works.

43.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with **CC 49.1**, 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.

44. Liquidated Damages and Bonuses

44.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in **CC 2.14** 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 **CC 2.15**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

44.2 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 **CC 39.1**.

44.3 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in **CC 2.16** 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

45. Advance Payment

45.1 The Employer shall make advance payment to the Contractor in the amount specified in **CC 2.17**, against provision by the Contractor, if required in **CC 2.17**, 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.

45.2 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.

45.3 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.

46. Performance Security

46.1 The Performance Security, if required in **CC 2.18**, shall be provided to the Employer no later than the date specified in **CC 2.18**, 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.

47. Dayworks

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

47.2 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.

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

48. Cost of Repairs

48.1 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

49. Completion

49.1 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.

50. Taking Over

50.1 The Employer shall take over the Site and the Works within 7 (seven) days of the Project Manager's issuing a Certificate of Completion.

51. Final Account

51.1 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 (fifty-six) days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 (fifty six) 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.

52. Operating and Maintenance Manuals

52.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in **CC 2.19**.

52.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in **CC 2.19**, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in **CC 2.20** from payments due to the Contractor.

53. Termination

53.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

53.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 (twenty eight) 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 (twenty eight) 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 (eighty four) 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 for which the maximum amount of liquidated damages can be paid, as specified in **CC 2.15**; 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 CC, in competing for or in executing the Contract, then the Employer may, after giving 14 (fourteen) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

53.4 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.

53.5 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 **CC 53.2** above, the Project Manager shall decide whether the breach is fundamental or not.

54. Payment upon Termination

54.1 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 specified in **CC 2.21** to apply to the value of the work not completed. 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.

54.2 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.

55. Property

55.1 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.

56. Release from Performance

56.1 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.

57. Suspension of Bank Loan or Credit

57.1 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 (seven) days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due to it within the 28 (twenty eight) days for payment provided for in **CC 39.1**, the Contractor may immediately issue a 14 (fourteen)-day termination notice.

Particular Conditions of Contract

Except where otherwise specified, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

A. General	
GCC 1.1 (d)	The financing institution is: IDA Credit through World Bank
GCC 1.1 (s)	The Employer is Government of Khyber Pakhtunkhwa through Project Director, Project Management Unit, KITE – Khyber Pakhtunkhwa Integrated Tourism Development Project.
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be Twelve (12) months from the date of signing of contract
GCC 1.1 (y)	The Project Director PMU KITE DoT Address: House No. 20 Syed Jamal Uddin Afghani Road , University Town Peshawar
GCC 1.1 (aa)	The Site is located at three districts in Khyber Pakhtunkhwa namely Haripur, Khyber & Swat.
GCC 1.1 (dd)	The Start Date shall be : Within seven (07) day from the signing of contract
GCC 1.1 (hh)	The Works consist of Conservation, Development & Improvement of Archeological Sites in three districts of Khyber Pakhtunkhwa
GCC 1.1 (ii)	The following is added as GCC 1.1. (ii) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.
GCC 2.2	Sectional Completions are: <i>[insert nature and dates, if appropriate]</i>
GCC 2.3(i)	The following documents also form part of the Contract: the ESHS Management Strategies and Implementation Plans; Physical Cultural Resource Management Plans (PCRMPs) and COVID-19 SOPs Code of Conduct (ESHS). Code of Conduct (PRCRMPs)

	Code of Conduct (COVID-19)
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 which includes the following legislations.</p> <p>The Employment of Children (ECA) Act 1991</p> <p>The Bonded Labour System (Abolition) Act of 1992</p> <p>The Factories Act 1934</p> <p>Latest legislation of the Acts shall be applicable</p>
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>[insert Schedule of Other Contractors, if appropriate]</i>
GCC 9.1	<p>Key Personnel</p> <p>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> <p><i>[insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature.]</i></p>
GCC 9.2	<p>Code of Conduct (ESHS)</p> <p>The following is inserted at the end of GCC 9.2:</p> <p>“The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender-based violence, (GBV), sexual exploitation or abuse, illicit activity or crime).”</p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: 10% of Contract Price.</p>

	<p>(b) For loss or damage to Equipment is the replacement cost of the equipment.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Cost of the property</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor’s employees: is as required by the law of Pakistan including, for example, the Workmen’s Compensation Act.</p> <p>(ii) of other people: Rs: 300,000 per event.</p> <p>With reputed insurer and in terms approved by the Project Director.</p> <p>For fulfilling his obligations under Sub-Clauses, the Contractor shall be reimbursed on a prime cost basis the actual amount of premium paid by the Contractor for providing the required insurance. The Contractor’s overhead costs, profits and all other costs incidental to providing the specified insurance in the Bill of Quantities and no separate payment on this account will be made by the Project Director.</p> <p>The Insurance Company shall have financial strength rating outlook AA with PACRA (The Pakistan Credit Rating Agency) or ICR-VIS (Affiliation of Japan Credit Rating Agency).</p> <p>The Insurance Company shall submit their financial highlights.</p>
GCC 14.1	Site Data are: <i>[list Site Data]</i>
GCC 16.1 (add new 16.2)	<p>ESHS Management Strategies and Implementation Plans</p> <p>The following is inserted as a new sub-clause 16.2:</p> <p>“16.2 The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager’s prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor’s Environmental and</p>

	<p>Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.”</p>
GCC 20.1	The Site Possession Date(s) shall be: Five (05) days after issuance of the Letter of Acceptance/Award of Notification
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Registrar Pakistan Engineering council Peshawar Office
GCC 24.3	<p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator:</p> <p>Fee per hour as decided by Registrar – PEC Karachi Office</p> <p>Reimbursable expenses:</p> <p>Travel eg air/taxi fare</p> <p>Accommodation</p> <p>Subsistence</p>
GCC 24.4	<p>Institution whose arbitration procedures shall be used: is the Court of Law of Pakistan</p> <p>The place of arbitration shall be: Peshawar – Pakistan</p>
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within [15] days from the date of the Letter of Acceptance.
GCC 26.2	<p>ESHS Reporting</p> <p>Inserted at the end of GCC 26.2</p> <p>“In addition to the progress report the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) 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</p>

	<p>to the Project Manager within the timeframe agreed with the Project Manager.</p> <p>confirmed or likely violation of any law or international agreement;</p> <p>any fatality or serious (lost time) injury;</p> <p>significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)</p> <p>major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or</p> <p>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 26.3	<p>The period between Program updates is Twenty-five (25) days.</p> <p>The amount to be withheld for late submission of an updated Program is PKR 20,000/-.</p>
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 180 days.
D. Cost Control	
GCC 38.2	<p>At the end of 38.2 add after the first sentence:</p> <p>“The Contractor shall also provide information of any ESHS risks and impacts of the Variation.”</p>
GCC 40	<p>Add new GCC 40.7:</p> <p>“40.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Director, 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:</p> <p>(i) failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to</p>

	<p>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;</p> <p>(ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;</p> <p>(iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;</p> <p>(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;</p> <p>(v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner;</p> <p>(vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).</p>
GCC 44.1	The currency of the Employer's country is: PKR
GCC 45.1	The Contract " <i>is not</i> " subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients " <i>does not</i> " apply
GCC 46.1	<p>The proportion of payments retained is: 2%</p> <p><i>The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]</i></p>
GCC 47.1	The liquidated damages for the whole of the Works are 0.1% percentage of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is nill per day. The maximum amount of Bonus for the whole of the Works is nill of the final Contract Price .
GCC 49.1	The Advance Payments shall be: 10% of the Contract Price and shall be paid to the Contractor no later than 28 days after fulfillment of the requirements of clause 50.1.

GCC 50.1	An Environmental, Social, Safety and Health (ESHS) Performance Security <i>'shall not'</i> be provided to the Employer.
GCC 50.1	The Performance Security amount is (a) Performance Security – Bank Guarantee: 10 percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. <i>[A Bank Guarantee shall be unconditional (on demand) (see Section X, Contract Forms).</i>
E. Finishing the Contract	
GCC 56.1	Delete the words “operating and maintenance manuals” The date by which “as built” drawings are required is fifteen (15) days after issuance of the Certificate of Completion of the Works.
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings is 1% of the Contract Price as stated in the Letter of Acceptance.
GCC 57.2 (g)	The maximum number of days is: 100 days <i>[insert number; consistent with Clause 47.1 on liquidated damages]</i> .
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20% of the cost of non-completed work

APPENDIX A TO CONTRACT 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

2.3 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.

2.4 To this end, the Bank:

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

- vi. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- vii. "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;
- viii. "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;
- ix. "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;
- x. "obstructive practice" is:
 - (f) 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
 - (g) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

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

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the Employer's environmental, social, health and safety policies and/or the ESHS requirements of the project. The metrics that are required should be determined by the ESHS risks of the Works and not necessarily by the scale of the Works]

Metrics for regular reporting:

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries and all fatalities that require treatment;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - i. *work permits: number required, number received, actions taken for those not received;*
 - ii. *status of permits and consents:*
 - *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
 - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
 - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
 - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
- e. *health and safety supervision:*
 - i. *safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;*

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- ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f. worker accommodations:*
- i. number of expats housed in accommodations, number of locals;
 - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. training:*
- i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.
- j. environmental and social supervision:*
- i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed,

- actions taken), reports to environmental and/or social specialist/construction/site management; and
- iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances*: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
- i. Worker grievances;
 - ii. Community grievances
- l. *Traffic and vehicles/equipment*:
- i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
- i. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - v. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);

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- vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
 - viii. details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:*
- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iii. compliance status of GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

[Delete if not applicable]

[If Performance Security applies, this is recommended]

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in CC 49.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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

[signature(s)]

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

[Delete if not applicable]

Performance Security - Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Contractor”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Employer]* as Obligee (hereinafter called “the Employer”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 _____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

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

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

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

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

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

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

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

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

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,

¹ *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 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 *[insert day]* day of *[insert month]*, 2 *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

² *Insert the expected completion date as described in CC 49.1. The Employer should note that in the event of an extension of the expected completion date of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Sample Letter of Invitation for Negotiations

[modify as appropriate]

[use letterhead paper of the Employer]

[date]

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

Subject: ***Invitation for negotiations of Contract No.***

In reference to the invitation for direct contracting issued by us, *[insert reference number and date]*, your offer *[insert reference number and date]* has been accepted for contract negotiations.

We invite you for contract negotiations ***[Insert logistics detail, date and time for virtual negotiations]***

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____