

BIDDING DOCUMENT

Renovation of School Washrooms / WASH Facilities under the Health Promoting Schools (HPS) Initiative of KP-HCIP Health Project Districts under KP-HCIP (Health Component)

**Health Department
Government of Khyber Pakhtunkhwa**

Specific Procurement Notice Request for Bids

(Single Stage One-Envelope Bidding Process)

Country: Pakistan

Name of Project: Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP)

Contract Title: Renovation of School Washrooms / WASH Facilities under the Health Promoting Schools (HPS) Initiative of KP-HCIP Health under KP-HCIP (Health Component).

RFB Reference No.: **PK-HPMU-519289-CW-RFB**

Grant No: D680-PK

Credit Number: 6714-PK

Issued on: 06th February 2026

1. The **Govt. of Pakistan received** financing from the World Bank toward the cost of the Khyber Pakhtunkhwa Human Capital Investment Project and intends to apply part of the proceeds toward payments under the contract for Renovation of School Washrooms / WASH Facilities under the Health Promoting Schools (HPS) Initiative of KP-HCIP Health under KP-HCIP (Health Component).
2. The PMU, KP-HCIP, Health Department **Govt. of the Khyber Pakhtunkhwa** invites sealed bids from eligible Bidders meeting the qualification requirements specified in the Bidding Documents in accordance with the World Bank Procurement Regulations for IPF Borrower, for Renovation of School Washrooms / WASH Facilities under the Health Promoting Schools (HPS) Initiative of KP-HCIP Health under KP-HCIP (Health Component).
3. Bidding shall be conducted through Open National Competitive Procurement using **RFB (Single stage One envelope)** process as specified in the World Bank Procurement Regulations for IPF Borrowers July 2016, revised November 2017, July 2018, November 2020, September 2023, February 2025 and September 2025 ("Procurement Regulations") and is open to the eligible bidders as defined in the procurement regulations. The bidding documents can be downloaded from <https://www.healthkp.gov.pk/> free of cost. The document may be obtained by hand or dispatched by courier upon the bidder's request, subject to payment of PKR5,000 in shape of Call Deposit Receipt/Security Deposit Receipt/Demand Draft/Casher's Cheque in favor of Project Director KP-HCIP Health. The Employer shall not be responsible for any delay, loss, or non-delivery of the document.
4. Pre-Bid Meeting is scheduled on 18th February 2026 at 02:00 PM in the Conference Room of the KP-HCIP Office, House No, 240, defense colony Shami road Peshawar.
5. Interested eligible Bidders may obtain further information from the Office of the Project Director, KP-Human Capital Investment Project. E-mail - kphciphealth163@gmail.com and inspect the bidding document during office hours (9:00 AM to 5:00 PM) Monday to Friday. at the address given below.
6. Bids must be delivered to the address below KP-HCIP (Health) Office, House No, 240, defense colony Shami road Peshawar, on or before 27th February 2026 at 11:00 AM. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders designated representatives and anyone who chooses to attend at the address on 27th February 2026 at 11:00 AM.
7. All Bids must be accompanied by a "*Bid Security*" of *PKR Five (05) Million* lumpsum in form of Unconditional Bank Guarantee/Call Deposit Receipts/Security Deposit Receipt/Demand Draft in PKR or any other shape acceptable under World Bank Procurement Regulation..
8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.

9. The address (es) referred to above is (are): ***Project Director, KP-HCIP (Health) Office, House No. 240, Defense Colony, Shami Road, Peshawar, Khyber Pakhtunkhwa.***

**Project Director
KP-HCIP Health
House No 240, Defense colony, Shami Road, Peshawar,
Khyber Pakhtunkhwa, Pakistan
Phone: +92 091-9211605 Email: kphciphealth163@gmail.com**

Summary Description

SBD for Procurement of Small Works

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bid Data Sheet (BDS)

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

Section III. Evaluation and Qualification Criteria

This Section includes the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section IV. Bidding Forms

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

Section V. Eligible Countries

This Section contains information regarding eligible countries.

Section VI. Bank Policy – Corrupt and Fraudulent Practices

This Section provides the Bidders with the reference to the Bank's policy in regard to corrupt and fraudulent practices applicable to this process.

PART 2 – WORKS REQUIREMENTS

Section VII. Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Works Requirements shall also include (ES) requirements (including requirements relating to Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)) which are to be satisfied by the Contractor in executing the Works.

PART 3 – *CONDITIONS OF CONTRACT AND CONTRACT FORMS*

Section VIII. General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX. Particular Conditions of Contract (PCC)

This Section consists of the Particular Conditions of Contract which contains provisions specific to each contract. The contents of this Section modify or supplement the General Conditions and shall be prepared by the Employer.

Section X. Contract Forms

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

Attachment: Invitation for Bids

An “Invitation for Bids” form is provided at the end of the Bidding Documents for information.

PROCUREMENT DOCUMENTS

Renovation of School Washrooms / WASH Facilities under the Health Promoting Schools (HPS) Initiative of KP-HCIP Health Project Districts under KP-HCIP (Health Component)

Country: Pakistan

Name of Project: Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP)

Contract Title: Renovation of School Washrooms / WASH Facilities under the Health Promoting Schools (HPS) Initiative of KP-HCIP Health under KP-HCIP (Health Component).

RFB Reference No.: **PK-HPMU-519289-CW-RFB**

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Standard Procurement Document

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

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

1.2 Throughout this bidding document:

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

(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;

(c) **"Day"** means calendar day, unless otherwise specified as **"Business Day"**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;

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

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

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

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

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

(g) **“Contractor’s Personnel”** is as defined in Sub- Clause 1 (ii) of the General Conditions of Contract; and

(h) **“Employer’s personnel”** is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

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

2. Source of Funds

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

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

3. Fraud and Corruption

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

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

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution, subject to ITB 4.6, or any combination of

them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

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

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid

evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

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

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

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

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

(a) relates to fraud or corruption, and

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

5. Eligible Materials, Equipment and Services

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.

A. Contents of Bidding Document

6. Sections of Bidding Document

The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI – Bank Policy-Corrupt and Fraudulent Practices

PART 2 Works Requirements

Section VII - Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)

Section IX - Particular Conditions of Contract (PCC)

Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3 Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

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

C. Preparation of Bids

- | | | |
|---|------|--|
| 9. Cost of Bidding | 9.1 | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. |
| 10. Language of Bid | 10.1 | The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS , in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 11. Documents
Comprising the
Bid | 11.1 | <p>The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid prepared in accordance with ITB 12; (b) Bill of Quantities or Activity Schedule: completed in accordance with ITB 12 and ITB 14, as specified in the BDS; (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1; (d) Alternative Bid, if permissible, in accordance with ITB 13; (e) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; (f) Bidder's Eligibility: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid; (g) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; (h) Conformity: a technical proposal in accordance with ITB 16; |

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

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Schedules

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

13. Alternative Bids

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

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

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

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

14. Bid Prices and Discounts

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

- 14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.
- 14.5 Unless otherwise specified **in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to

the deadline for submission of Bids, shall be included in the rates and prices¹ and the total Bid price submitted by the Bidder.

15. Currencies of Bid and Payment

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

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable², in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

16. Documents Comprising the Technical Proposal

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

17. Documents Establishing the Eligibility and Qualifications of the Bidder

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

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

17.3 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.

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

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

**18. Period of
Validity of Bids**

- 18.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the date of expiry of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for Bid validity. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:
- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - (b) in the case of **adjustable** price contracts, no adjustment shall be made; or
 - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;

- (c) a cashier's or certified check; or
- (d) another security specified **in the BDS**,

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

- 19.4 4 If a Bid Security or Bid Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.

- 19.5 5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the

Environmental and Social (ES) Performance Security pursuant to ITB 48.

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

- 19.7 The Bid Security may be forfeited:

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

if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB 47; or

- (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48.

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

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

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

- (b) if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB 47; or

- (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48;

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

20. Format and Signing of Bid

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

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

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

pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
 - (b) in an envelope marked “COPIES”, all required copies of the Bid; and
 - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
 - (i) in an envelope marked “ ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
 - (ii) in the enveloped marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer in accordance with ITB 22.1;
 - (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
 - (d) bear a warning not to open before the time and date for Bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

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

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

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

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

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION"; and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

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

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

25. Bid Opening

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

- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and the priced Schedules are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per lot (contract) if applicable, including any discounts;

- (c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and
- (d) any alternative Bids.

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

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.
- 26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.

27. Clarification of Bids

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

28. Deviations, Reservations, and Omissions

- 28.1 During the evaluation of Bids, the following definitions apply:
 - (a) "Deviation" is a departure from the requirements specified in the bidding document;

- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

29. Determination of Responsiveness

- 29.1 The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works’ Requirements have been met without any material deviation, reservation or omission.
- 29.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonmaterial Nonconformities

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

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

**31. Correction of
Arithmetical
Errors**

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

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

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

**32. Conversion to
Single Currency**

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

- 33. Margin of Preference** 33.1 Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders³ shall not apply.
- 34. Subcontractors** 34.1 Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer, Financial Parts
- 34.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
- 34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
- 35. Evaluation of Bids** 35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.

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

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

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities⁴ for admeasurement contracts, but including Daywork⁵ items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment for nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

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

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

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

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

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| 36. Comparison of Bids | 36.1 | The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost. |
| 37. Abnormally Low Bids | 37.1 | An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price. |
| | 37.2 | In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. |
| | 37.3 | After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall eject the Bid. |
| 38. Unbalanced or Front Loaded Bids | 38.1 | If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document. |
| | 38.2 | After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate: <ul style="list-style-type: none">(a) accept the Bid; or(b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or(c) reject the Bid. |
| 39. Qualification of the Bidder | 39.1 | The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria. |
| | 39.2 | The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by |

the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

39.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

39.4 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**40. Most
Advantageous
Bid**

40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

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

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

42. Standstill Period

42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

43. Notification of Intention to Award

- 43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
 - (b) the Contract price of the successful Bid;
 - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
 - (e) the expiry date of the Standstill Period;
 - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract**44. Award Criteria**

- 44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.

45. Notification of Award

- 45.1 Prior to the expiration of the Bid validity and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 45.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;

- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.

45.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

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

46. Debriefing by the Employer

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

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

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

- 46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.
- 47. Signing of Contract**
- 47.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
- 47.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.
- 48. Performance Security**
- 48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
- 48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
- 49. Adjudicator**
- 49.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of

Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

**50. Procurement
Related
Complaint**

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

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The number of the Invitation for Bids is: <u>PK-HPMU-519289-CW-RFB</u></p> <p>The Employer is: <i>KP-HCIP Health Department, Khyber Pakhtunkhwa</i></p> <p>The reference number of the Request for Bids (RFB) is: <u>PK-HPMU-519289-CW-RFB</u></p> <p>Renovation of School Washrooms / WASH Facilities under the Health Promoting Schools (HPS) Initiative of KP-HCIP Health.</p>
ITB 1.2(a)	Electronic bids are Not Applicable.
ITB 2.1	<p>The Borrower is: Government of Pakistan (KP) Human Capital Investment Project, Health Department, Govt of Khyber Pakhtunkhwa.</p> <p>Loan or Financing Agreement amount: Health Component amount USD 63.44 Million.</p> <p>The name of the Project is: Khyber Pakhtunkhwa Human Capital Investment Project.</p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: (02) Two
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Contents of Bidding Document	
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Employer's address is: KP Human Capital Investment Project, House No. 240 Defense colony Shami road Infrastructure Specialist ZIP Code: 25000 Country: Pakistan Telephone: 091-9211605</p>

	E. mail address: kphciphealth163@gmail.com
ITB 7.1	Requests for clarification should be received by the Employer no later than 7 Days prior to the Bid submission deadline.
ITB 7.4	<p>A Pre-Bid meeting shall take place.</p> <p>If a Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>Date: 18th February 2026</p> <p>Time: 02:00 PM</p> <p>Address: Project Director KP-HCIP Health, 240 Defense Colony Shami Road Peshawar.</p> <p>A site visit conducted by the Employer shall not be organized.</p>
C. Preparation of Bids	
ITB 10.1	<p>The language of the Bid is: English.</p> <p>All correspondence exchange shall be in : English.</p>
ITB 11.1 (b)	The following schedules shall be submitted with the Bid: Completed Bill of Quantities for civil works and Environmental & Social Management Plan (ESMP) Implementation.
ITB 11.1 (i)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ol style="list-style-type: none"> 1. Legal Registration of Individual/Firm/Company in Pakistan. 2. Valid Pakistan Engineering Council (PEC) Construction License of C-6 or above, Valid on Bid Submission Date. <p>Active NTN & Sales Tax Registration Documents. The details mentioned in evaluation criteria. Note: The details of the above terms has been provided in the ESMP Document which is included in these bidding documents.</p>

ITB 13.1	Alternative Bids shall not be acceptable.
ITB 13.2	<p>Alternative times for completion shall not be permitted.</p> <p>The duration of completion of the project is 05 months. All work shall be completed within 5 months after signing of contract. Penalty will be imposed if the contractor fails to comply with the timelines. Bids offering more than 5 months will be rejected.</p> <p>The contractor shall be bound to submit detailed work breakdown structure of all the activities (minor and major) as part of their methodology.</p>
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: None.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 15.1	The price shall be quoted by the Bidder in: Pakistani Rupee <u>Only.</u>
ITB 18.1	The Bid shall be valid until <u>60 Days.</u>
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): N/A
ITB 19.1	<p>A bid security shall be required; the amount and currency of the Bid Security shall be PKR five (5) Million.</p> <p><u>The form of acceptable bid Securities are below only:</u></p> <p>Unconditional Bank Guarantee in favor of Project Director KPHCIP-Health.</p>
ITB 19.3 (d)	Other types of acceptable securities: Call Deposit Receipt/Security Deposit Receipt/Demand Draft/Casher's Cheque in favor of Project Director KPHCIP-Health.
ITB 19.9	Not Applicable

ITB 20.1	In addition to the original of the Bid, the number of copies is Two hard copies and a soft copy on the USB
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Authority letter.
D. Submission and Opening of Bids	
ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Employer's address is: KP Human Capital Investment Project, House No. 240, defense colony Shami Road, Peshawar, Pakistan.</p> <p>Attention: Office of the Project Director, KP-Human Capital Investment Project.</p> <p>ZIP/Postal Code: 25000</p> <p>Country: Pakistan</p> <p>The deadline for Bid submission is:</p> <p>Date: <u>27th February 2026</u></p> <p>Time: 11:00 AM</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>Street Address: Conference Room of KP-HCIP Health office located at House No. 240, defense colony Shami road Peshawar, Pakistan.</p> <p>Country: Pakistan</p> <p>Date: <u>27th February 2026</u></p> <p>Time: 11:00 AM</p>
ITB 25.1	Electronic Bid opening procedures Not Applicable
ITB 25.6	The Letter of Bid and Schedules shall be initialed by Three (3) representatives of the Employer conducting Bid opening.
E. Evaluation and Comparison of Bids	
ITB 32.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is PAK Rupees.</p> <p>The source of the exchange rate shall be: State Bank of Pakistan.</p> <p>The date for the exchange rate shall be: 28 days prior to submission of bid.</p>
ITB 33.1	Not Applicable
ITB 34.1	Not Applicable
ITB 34.2	Not Applicable
ITB 34.3	Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 30% of the total contract amount.

ITB 42.1 Standstill Period	Five (5) Business Days.
F. Award of Contract	
ITB 47.1	The successful Bidder shall submit the Beneficial Ownership Disclosure Form.
ITB 48.1 and 48.2	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security: One Percent of Contractor Price.
ITB 49	<p>The Adjudicator proposed by the Employer is: <i>will be decided on the time of dispute arises.</i></p> <p>The hourly fee for this proposed Adjudicator shall be: 5,000/= PKR.</p>
ITB 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p style="padding-left: 40px;">For the attention: Dr. Muhammad Bilal Khan</p> <p style="padding-left: 40px;">Title/position: Project Director</p> <p style="padding-left: 40px;">Employer: Khyber Pakhtunkhwa Human Capital Investment Project, Health Department.</p> <p>Email address:</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Employer’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

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

- value of single contract - Exchange rate prevailing on the date of the contract.

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

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1. Margin of Preference

Not Applicable

2. Evaluation

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

2.1 Adequacy of Technical Proposal

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

2.2 Multiple Contracts

Pursuant to ITB 35.4 of the Instructions to Bidders.

Packages

For all these schools, it will be one lot on unit Admeasurement bases.

2.3 Alternative Completion Times

Not Applicable

2.4 Sustainable procurement

Not Applicable

2.5 Alternative Technical Solutions for specified parts of Works

Not Applicable

2.6 Specialized Subcontractors

Applicable

3. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
N o.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
1. Eligibility							
1. 1	Nationality	Nationality in Accordance with ITB 4.4	Must meet Requirement	Must meet Requirement	Must meet Requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1. 2	Conflict of Interest	No conflicts of interest in Accordance with ITB 4.2	Must meet Requirement	Must meet Requirement	Must meet Requirement	N/A	Letter of Bid
1. 3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet Requirement	Must meet Requirement	Must meet Requirement	N/A	Letter of Bid
1. 4	State-owned enterprise or institution of the Borrower Country	Meets conditions of ITB 4.6	Must meet Requirement	Must meet Requirement	Must meet Requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1. 5	United Nations resolution or Borrower’s country law	Not having been excluded as a result of prohibition in The Borrower’s country laws or official Regulations Against Commercial relations with the Bidder’s country, or by an act of Compliance with UN Security Council resolution, both in Accordance with ITB 4.8 and Section V.	Must meet Requirement	Must meet Requirement	Must meet Requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							
2.	History of	Non-	Must meet	Must meet	Must meet	N/A	Form CON-

Section III - Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
N o.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
1	Non-Performing Contracts	Performance of a contract ⁶ did not occur as a result of contractor default since 1st January 2019	Requirement	Requirement	Requirement		
2.2	Suspension Based on Execution of Bid /Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet Requirement	Must meet Requirement	Must meet Requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder's financial position and prospective long-term profitability sound according to criteria established in 3.1 below and assuming that all pending	Must meet Requirement	N/A	Must meet Requirement	N/A	Form CON – 2

⁶ Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor.

Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		litigation will be resolved against the Bidder					
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁸ since 1st January 2019	Must meet Requirement	Must meet requirement	Must meet Requirement	N/A	Form CON – 2
2.5	Declaration: Environmental and Social (E&S) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of environmental or social (including Sexual Exploitation and Abuse)) contractual obligations in	Must make the declaration . Where there are Specialized Sub-contractors/ s, the Specialized Sub-contractor/s must also make the declaration .	N/A	Each must make the declaration. Where there are Specialized Sub-contractors , the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration

⁸ 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.

Section III - Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		the past five years. ⁹					
2.6	Bank's SEA and/or SH Disqualification	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontract or proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favor; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontract or proposed by the Bidder)	N/A	Letter of Bid, Form CON-4

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.					
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as PKR 80 Million/- for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet Requirement	Each member should have a minimum of 60 percent of the requirement.	N/A	Form FIN – 3.1, with attachments
		(ii) The	Must meet	Must meet	All	N/A	

Section III - Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
N o.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Requirement	Requirement	members		Form FIN –3.1, with attachments
		(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 03 years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet Requirement	Must meet Requirement	Must meet Requirement	N/A	Form FIN –3.1, with attachments
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of	Must meet requirement	Must meet Requirement	Must meet 50% of the requirement	Must meet 50% of the requirement	Form FIN – 3.2 with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		PKR 500 Million/- calculated as total certified payments received for contracts in progress and/or completed <u>within the last 03 years.</u>					
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor or JV member, for at least the last 07 years from date of Bid Submission.	Must meet Requirement	Must meet Requirement	Must meet Requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	(i) The contractor must have a minimum of 7 years of verifiable experience working with World Bank/UN agencies, specifically WHO/UNDP/Govt/ UNHCR, in the renovation and rehabilitation of facilities, with particular emphasis on Water, Sanitation, and Hygiene (WASH) projects. Such experience shall be supported by documentary evidence,	Must meet Requirement	Must meet Requirement	Each member must meet	N/A	Form EXP 4.2(a) with attachments.

Section III - Evaluation and Qualification Criteria

		including completion certificates, signed contracts, or performance evaluations issued by the respective UN agencies.					
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- ¹² In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		(i) One (01) contract of minimum value PKR 200 M PKR /- or above or ii) Two (02) contracts of minimum value each of PKR 100 Million/- or above.			a minimum of PKR 50,000,000/		

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

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

Section III - Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
4.2 (b)		Not Applicable			N/A	N/A	
4.2 (c)		For contracts substantially completed and under implementation as prime contractor, joint venture member, between 1st January 2019 and Application submission deadline, experience in managing ES risks and impacts in the following aspects: The contractor shall implement the mitigation and monitoring measures given in the ESMP to address the ESHS Risk associated with construction works. The	Must meet requirements	Must meet requirements	Must meet the following requirements:	Must meet the following requirements:	Form EXP – 4.2 (c)

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		consultants shall refer to the ESMP included in these bidding documents /ESMF of the project which is available on the P&D website for further guidance. The contractor must have relevant E&S personnel in team. Should have successfully implemented and Managed E&S aspects of the project in the last 1 infrastructure project.					

Note:

1. All documents submitted by the bidders, including but not limited to Performance Certificates, Bid Securities, Audited Financial Statements, and other supporting evidence, shall be subject to verification by the Employer from their respective issuing authorities. Only those documents that are duly verified within the prescribed timeframe shall be deemed authentic and valid for the purpose of evaluation.
Any document that is not verified, unverifiable, or found inconsistent with the information provided by the issuing authority shall be considered non-compliant and excluded from evaluation, in accordance with the principles of substantial responsiveness under the World Bank Procurement Regulations.

4. Key Personnel

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

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

The Bidder shall propose the following minimum key staff Mandatory:

Position	Minimum Requirement
Project Manager	Graduate Engineer with ≥10 years' experience in WASH / health infrastructure.
Design / Civil Engineer	PEC-licensed with ≥7 years' experience .
Site Supervisors	DAE / B-Tech with ≥5 years' experience .
ESHS / Quality Officer	Relevant qualification with ≥4 years' experience .

5. Equipment

The Bidder shall demonstrate availability (owned or leased) of equipment and tools required for Turnkey WASH works, including:

- Civil and plumbing tools
- Electrical and mechanical installation equipment
- Testing and commissioning tools

A list of equipment with ownership or lease arrangements shall be provided.

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

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Letter of Bid

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

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

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

demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

(e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: [insert a brief description of the Works]

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

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

Or

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

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

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

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

(h) **Bid Validity:** Our Bid shall be valid until **120 Days**, and it shall remain binding upon us and may be accepted at any time on or before this date;

(i) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security [and an Environmental and Social (ES) Performance Security, **Delete if not applicable**] in accordance with the bidding document;

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

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

- (l) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (m) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

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

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

Name of the Bidder: **[insert complete name of person signing the Bid]*

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

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

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

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

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

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

Schedules

Category	Scope of Works Estimate	Percentage	No. of Schools	BOQ Weighting	Equivalent BOQ Units Estimated
A	Full Renovation	40%	122	1.00	122.0
B	Partial Renovation	40%	122	0.70	85.4
C	Minor Works	20%	60	0.30	18.0
Total		100%	304		225.4

The standard BOQ represents a full renovation scope (100%). For partial renovation and minor works schools, the BOQ quantities are proportionally adjusted to 70% and 30% respectively, reflecting the reduced scope and intensity of works.

Estimated Quantity of the Washroom Blocks are 226 Units.

SUMMARY

Health Promoting Schools Washroom Renovation BOQ

Sr #	Description	Amount PKR
1	Washroom Block	
	Total Amount (Rs)	

Bill of Quantities

S. No	Description	Unit	Per Block Quantity	Estimated Quantity	Rate	Amount
	Civil Work					
1	Dismantling glazed or acoustics tiles etc	M2	56.14	16617.44		
2	Dismantling: Plain Cement Concrete 1:2:4	M3	0.65	192.40		
3	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	M3	1.67	494.32		
4	Providing and Fixing of Bathroom Tiles 12"x18" of approved quality	M2	56.14	16617.44		
5	Scraping: Ordinary distemper, oil bound distemper or paint off wall	M2	46.84	13864.64		
6	Earth excavation in open cut up to 1.5m depth for drains, pipes etc & disposal: in Hard Soil	M3	0.85	251.60		
7	1st class brick work in foundation and plinth in Cement, sand mortar 1:3	M3	0.57	168.72		
8	Earth fills in lawns including dressing & compaction with suitable earth borrowed.	M3	0.28	82.88		
9	Providing and Fixing Precast Concrete 3000 psi TUFF Tiles 50mm thick over bed of 2" thick sand	M2	2.79	825.84		
10	Cement plaster 1:3 up to 20' height 1/2" thick	M2	4.83	1429.68		
11	Applying floating coat of cement 1/32" thick	M2	4.83	1429.68		
12	Cement pointing flush, up to 20' height Ratio 1:2	M2	38.66	11443.36		
13	Distempering New surface: Two coats	M2	46.84	13864.64		
14	Repair of doors/windows complete	M2	4.88	1444.48		

15	Grouting 4.5" dry brick work with cement sand mortar 1:5	M2	17.38	5144.48		
16	Preparing surface & painting with snowcem / weather shield paint: First Coat	M2	38.66	11443.36		
17	Preparing surface & painting with snowcem / weather shield paint: 2nd & Subsequent Coat	M2	38.66	11443.36		
18	Supply and fixing of fancy type stainless steel chromium plate 2" dia pipes stair railing 3/4" dia pipe fixed on specified space on steps in horizontal positions, complete in all respects	M	7.32	2166.72		
	Water Supply			0.00		
19	Providing and Fixing glazed earthen ware WC European type of approved size excluding cost of seat & cover, complete in all respects: White	Each	1.00	296.00		
20	Providing and Fixing double seat & cover only: Plastic	Each	1.00	296.00		
21	Providing and fixing choricum plated soap dish complete.	Each	1.00	296.00		
22	Providing and fixing best quality 5mm glass shelf (60 x 13) cm 24"x5" complete: With chromium plated brackets & railing	Each	1.00	296.00		
23	Providing and Fixing CP (chromium plated) toilet paper holder complete	Each	2.00	592.00		
24	Removing of glazed earthen ware wash hand basin (WHB), complete in all respects: All colours	Each	1.00	296.00		
25	Providing and Fixing glazed earthen ware wash hand basin (WHB) complete size 63x45 cm (25"x18"), including bracket set, waste coupling, complete in all respects: Coloured with pedestal - (Best Quality)	Each	1.00	296.00		

26	Removing of glazed earthen ware WC squatting type, complete in all respects: All Colours	Each	1.00	296.00		
27	Providing and fitting glazed earthenware water closet (WC), squatter type (orisa pattern) combined with footrest. complete in all respects: White	Each	1.00	296.00		
28	Providing and Fixing Plastic low down flushing cistern 3 gallons (13.63 Liters) capacity including bracket set, copper connection, etc. complete in all respects: White (Best Quality)	Each	1.00	296.00		
29	Providing and fixing Providing and Fixing of Bath accessories set (choricum plated (C) soap dish, CP toilet paper holder, towel rail, best quality looking glass 5 mm thick neatly fitted with Mirror 60 x 45 cm (24"x18") size, glazed earthenware shelf (60x13 cm) 24"x5" with choricum plated (CP) brackets & railing) complete in all respect	Each	2.00	592.00		
30	Providing and Fixing cast iron (CI) floor trap approved quality including CI grating & concrete chamber all round: 4"x3" (100 mm x 75 mm)	Each	2.00	592.00		
31	Making hole in wall with necessary masonry work for exhaust fan any size complete	Each	3.00	888.00		
32	Supply and Erection best quality exhaust fan complete with shutter & regulator: 12"sweep	Each	3.00	888.00		
33	Providing & fixing chromium plated double bibcock with Muslim Shower of approved quality Complete is all respects.	Each	2.00	592.00		
34	Providing and fixing chromium plated (CP) tee stop cock 1.5 cm (1/2") of approved quality	Each	2.00	592.00		
35	Providing and fixing chromium plated (CP) pillar-cock, heavy duty of approved qualiti : 2 cm (3/4")	Each	2.00	592.00		

36	Providing and Fixing of pipe type B nikasi system including testing in all respect 110 mm	M	3.96	1172.16		
37	Providing and Fixing of pipe type B nikasi system including testing in all respect 75 mm	M	4.88	1444.48		
38	Dismantle GI/MS conduit/GI flexible/PVC pipes or conduit wiring of all sizes: Recessed in wall	M	7.93	2347.28		
39	Supplying and Fixing Polyethylene Water Tank made from food grade FDA Certified raw material, 3 layers UV stabilized, inert with water, anti-fungus and anti-bacterial and have a service life of more than 10 years: 200 gallons	Each	1.00	296.00		
40	P-Trap (uPVC) for squatting type WC.	Each	2.00	592.00		
41	Providing and Fixing of polydex high pressure PPR (green including testing etc. complete 20 mm (including all special etc)	M	9.76	2888.96		
42	Drilling of Bore holes for tube well in all types of soil and soft rock except hard rock from ground level up to 328 ft depth (0m to 100m), including sinking, collection of 100 % coring and withdrawing of pipe, complete as per specifications.: Dia of Bore 6" (150 mm) i/d	M	50.00	14800.00		
	Electrical			0.00		
43	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable: 3/0.029" 1/2" i/d	M	15.00	4440.00		
44	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable: 7/0.029"	M	10.00	2960.00		

45	Supply and fixing electric AC exhaust/fresh air circulation (Double way) 220/230 single phase plastic frame body and blade complete 12"x12"	Each	3.00	888.00		
46	Supply, installation, connecting, testing & commissioning of 10W LED Down Light Fixture suitable for 1300 lux, as per instruction of Engineer, surface mounted circular shape or equivalent	No	6.00	1776.00		
47	Supply at site, installation, testing and commissioning of 3 pin switched socket unit 20 Amps, 250Volts, round pin including appropriate size MS, powder coated back box, complete in all respects	Each	3.00	888.00		
48	Supply at site, installation, testing and commissioning of the Eight gang light control switches 10 Amps, 250Volts one way, including appropriate size concealed MS, powder coated back box, complete in all respects.	Each	1.00	296.00		
49	Solar water filter complete with all connections and accessories.	Each	1.00	296.00		
50	Cleaning of septic tank, water tank and drains including Proper disposal of waste	Cft	12.60	3729.60		
51	Cleaning of choked manhole	Job	2.00	592.00		
Total (inclusive of all applicable taxes)						

Note: The works shall include transportation and other allied activities to all sites of annex-A (List of Schools.

2. Schedule of Payment Currencies

Not Applicable

Forinsert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Total Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
TOTAL BID PRICE (Including provisional sum)				

3. Schedule(s) of Adjustment Data

Not Applicable

Table A - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	A: ____*B: *C: ____* D: ____*E: * —
			Total		1.00

[* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Table B - Foreign Currency

Name of Currency: _____

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	—	—	—		A: ____*B: *C: ____* D: ____*E: * —
				Total		1.00

[* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Forms of Bid Security

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

Request for Bids No: *[Insert reference number for the Request for Bids]*

Date: *[Insert date of issue]*

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

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

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

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

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

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

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if

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

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

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

[signature(s)]

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

Form of Bid Security – Bid Bond

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, authorized to transact business in *[name of country of Employer]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount of Bond]*¹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the ____ day of _____, 20__, for the execution of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer prior to the expiry date of the Bid validity or any extension thereto provided by the Principal: (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

¹ The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration Bid validity set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20_.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

Form of Bid-Securing Declaration

NOT APPLICABLE

Date: *[insert date (as day, month and year)]*

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

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

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer for the period of time specified in Section II – Bid Data Sheet if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder* _____ *[insert complete name of person signing the Bid]*

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

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

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

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

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

****:** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid *[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

Technical Proposal

Technical Proposal Forms

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

FORM PER -1

Key Personnel Schedule

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

Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<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: Sexual Exploitation, Abuse and Harassment Expert <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>	
	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>
6.	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

Name of Bidder

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

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

Project	Role	Duration of involvement	Relevant experience
<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,	Model and power rating
	Capacity*	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]

E&S Management Strategies and Implementation Plans

(E&S-MSIP)

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (E&S-MSIP) or Contractor Environmental and Social Management Plans (C-ESMP) for the package as required by ITB 11.1 (i) of the Bid Data Sheet. The C-ESMP shall be prepared by considering facility specific ESMP (attached as Annex-11) as framework and by following the management and implementation measures set out in the District ESMP. 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 E&S provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

Code of Conduct for Contractor's Personnel (E&S) Form

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;

2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract,*

another individual designated by the Contractor to handle these matters] in writing at this address [] or by telephone at [] or in person at []; or

2. Call [] to reach the Contractor's hotline (*if any*) and leave a message.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

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

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

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

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

(2) Examples of sexual harassment in a work context

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

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

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

Bidder's name

In case of Joint Venture (JV), name of each member:

Bidder's actual or intended country of registration:

[indicate country of Constitution]

Bidder's actual or intended year of incorporation:

Bidder's legal address [in country of registration]:

Bidder's authorized representative information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

1. Attached are copies of original documents of

- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.
- ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
- ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:
 - Legal and financial autonomy
 - Operation under commercial law
 - Establishing that the Bidder is not under the supervision of the Employer

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Form CON – 3: Environmental and Social Performance Declaration

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

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

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

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

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

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

Environmental and Social Performance Declaration in accordance with Section III, Evaluation and Qualification Criteria			
<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, or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, 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 gender-based violence; sexual exploitation or sexual abuse 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 ES 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 gender-based violence; sexual exploitation, or sexual abuse breaches]</i>		<i>[insert amount]</i>

Form CON – 4

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

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

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

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

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

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

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

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

Brief summary of evidence provided: _____

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

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

Form CCC: Current Contract Commitments / Works in Progress

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

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (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 No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3		
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		

3. 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 statements² for the _____ years required above; and complying with the requirements

² If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

		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 No. and title: _____

Page _____ of _____ pages

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <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 subcontractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

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

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Subcontractor's Name³ (as per ITB 34.2 and 34.3): _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

1. Key

Activity 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				

³ If applicable.

Year 2			
Year 3			
Year 4			
Employer's Name:			
Address:			
Telephone/fax number			
E-mail:			

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

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

2. Activity No. Two

3.

Form EXP - 4.2(c): Specific Experience in Managing E&S aspects

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

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

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

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and 5.1 : None

Under ITB 4.8 (b) and 5.1 : None

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

- 2.2 To this end, the Bank:

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

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring 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 supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants,

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.

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.

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.

PART 2 – Works' Requirements

Section VII - Works’ Requirements

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Specification

The Specifications of Communication & Works Department, Government of Khyber Pakhtunkhwa will be followed.

“Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified shall be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.”

Category	Scope of Works Estimate	Percentage	No. of Schools	BOQ Weighting	Equivalent BOQ Units Estimated
A	Full Renovation	40%	122	1.00	122.0
B	Partial Renovation	40%	122	0.70	85.4
C	Minor Works	20%	60	0.30	18.0
Total		100%	304		225.4

The standard BOQ represents a full renovation scope (100%). For partial renovation and minor works schools, the BOQ quantities are proportionally adjusted to 70% and 30% respectively, reflecting the reduced scope and intensity of works.

Estimated Quantity of the Washroom Blocks are 226 Units.

S. No	Description	Unit	Per Block Quantity	Estimated Quantity	Rate	Amount
	Civil Work					
1	Dismantling glazed or acoustics tiles etc	M2	56.14	16617.44		
2	Dismantling: Plain Cement Concrete 1:2:4	M3	0.65	192.40		
3	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	M3	1.67	494.32		
4	Providing and Fixing of Bathroom Tiles 12"x18" of approved quality	M2	56.14	16617.44		
5	Scraping: Ordinary distemper, oil bound distemper or paint off wall	M2	46.84	13864.64		
6	Earth excavation in open cut up to 1.5m depth for drains, pipes etc & disposal: in Hard Soil	M3	0.85	251.60		
7	1st class brick work in foundation and plinth in Cement, sand mortar 1:3	M3	0.57	168.72		
8	Earth fills in lawns including dressing & compaction with suitable earth borrowed.	M3	0.28	82.88		
9	Providing and Fixing Precast Concrete 3000 psi TUFF Tiles 50mm thick over bed of 2" thick sand	M2	2.79	825.84		
10	Cement plaster 1:3 up to 20' height 1/2" thick	M2	4.83	1429.68		
11	Applying floating coat of cement 1/32" thick	M2	4.83	1429.68		
12	Cement pointing flush, up to 20' height Ratio 1:2	M2	38.66	11443.36		
13	Distemping New surface: Two coats	M2	46.84	13864.64		
14	Repair of doors/windows complete	M2	4.88	1444.48		
15	Grouting 4.5" dry brick work with cement sand mortar 1:5	M2	17.38	5144.48		
16	Preparing surface & painting with snowcem / weather shield paint: First Coat	M2	38.66	11443.36		

17	Preparing surface & painting with snowcem / weather shield paint: 2nd & Subsequent Coat	M2	38.66	11443.36		
18	Supply and fixing of fancy type stainless steel chromium plate 2" dia pipes stair railing 3/4" dia pipe fixed on specified space on steps in horizontal positions, complete in all respects	M	7.32	2166.72		
	Water Supply			0.00		
19	Providing and Fixing glazed earthen ware WC European type of approved size excluding cost of seat & cover, complete in all respects: White	Each	1.00	296.00		
20	Providing and Fixing double seat & cover only: Plastic	Each	1.00	296.00		
21	Providing and fixing choricum plated soap dish complete.	Each	1.00	296.00		
22	Providing and fixing best quality 5mm glass shelf (60 x 13) cm 24"x5" complete: With chromium plated brackets & railing	Each	1.00	296.00		
23	Providing and Fixing CP (chromium plated) toilet paper holder complete	Each	2.00	592.00		
24	Removing of glazed earthen ware wash hand basin (WHB), complete in all respects: All colours	Each	1.00	296.00		
25	Providing and Fixing glazed earthen ware wash hand basin (WHB) complete size 63x45 cm (25"x18"), including bracket set, waste coupling, complete in all respects: Coloured with pedestal - (Best Quality)	Each	1.00	296.00		
26	Removing of glazed earthen ware WC squatting type, complete in all respects: All Colours	Each	1.00	296.00		
27	Providing and fitting glazed earthenware water closet (WC), squatter type (orisa pattern) combined with footrest. complete in all respects: White	Each	1.00	296.00		
28	Providing and Fixing Plastic low down flushing cistern 3 gallons (13.63 Liters) capacity including bracket set, copper connection, etc. complete in all respects: White (Best Quality)	Each	1.00	296.00		
29	Providing and fixing Providing and Fixing of Bath accessories set (choricum plated (C) soap dish, CP toilet paper holder, towel rail, best quality looking glass 5 mm thick neatly fitted with Mirror 60 x 45 cm (24"x18") size, glazed earthenware shelf (60x13 cm) 24"x5" with choricum plated (CP) brackets & railing) complete in all respect	Each	2.00	592.00		
30	Providing and Fixing cast iron (CI) floor trap approved quality including CI grating & concrete chamber all round: 4"x3" (100 mm x 75 mm)	Each	2.00	592.00		

31	Making hole in wall with necessary masonry work for exhaust fan any size complete	Each	3.00	888.00		
32	Supply and Erection best quality exhaust fan complete with shutter & regulator: 12"sweep	Each	3.00	888.00		
33	Providing & fixing chromium plated double bibcock with Muslim Shower of approved quality Complete is all respects.	Each	2.00	592.00		
34	Providing and fixing chromium plated (CP) tee stop cock 1.5 cm (1/2") of approved quality	Each	2.00	592.00		
35	Providing and fixing chromium plated (CP) pillar-cock, heavy duty of approved qualiti : 2 cm (3/4")	Each	2.00	592.00		
36	Providing and Fixing of pipe type B nikasi system including testing in all respect 110 mm	M	3.96	1172.16		
37	Providing and Fixing of pipe type B nikasi system including testing in all respect 75 mm	M	4.88	1444.48		
38	Dismantle GI/MS conduit/GI flexible/PVC pipes or conduit wiring of all sizes: Recessed in wall	M	7.93	2347.28		
39	Supplying and Fixing Polyethylene Water Tank made from food grade FDA Certified raw material, 3 layers UV stabilized, inert with water, anti-fungus and anti-bacterial and have a service life of more than 10 years: 200 gallons	Each	1.00	296.00		
40	P-Trap (uPVC) for squatting type WC.	Each	2.00	592.00		
41	Providing and Fixing of polydex high pressure PPR (green including testing etc. complete 20 mm (including all special etc)	M	9.76	2888.96		
42	Drilling of Bore holes for tube well in all types of soil and soft rock except hard rock from ground level up to 328 ft depth (0m to 100m), including sinking, collection of 100 % coring and withdrawing of pipe, complete as per specifications.: Dia of Bore 6" (150 mm) i/d	M	50.00	14800.00		
	Electrical			0.00		
43	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable: 3/0.029" 1/2" i/d	M	15.00	4440.00		
44	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable: 7/0.029"	M	10.00	2960.00		
45	Supply and fixing electric AC exhaust/fresh air circulation (Double way) 220/230 single phase plastic frame body and blade complete 12"x12"	Each	3.00	888.00		

46	Supply, installation, connecting, testing & commissioning of 10W LED Down Light Fixture suitable for 1300 lux, as per instruction of Engineer, surface mounted circular shape or equivalent	No	6.00	1776.00		
47	Supply at site, installation, testing and commissioning of 3 pin switched socket unit 20 Amps, 250Volts, round pin including appropriate size MS, powder coated back box, complete in all respects	Each	3.00	888.00		
48	Supply at site, installation, testing and commissioning of the Eight gang light control switches 10 Amps, 250Volts one way, including appropriate size concealed MS, powder coated back box, complete in all respects.	Each	1.00	296.00		
49	Solar water filter complete with all connections and accessories.	Each	1.00	296.00		
50	Cleaning of septic tank, water tank and drains including Proper disposal of waste	Cft	12.60	3729.60		
51	Cleaning of choked manhole	Job	2.00	592.00		

Environmental and Social Requirements

DISTRICT ESMP ID ATTACHED AS ANNEX-II

The Bidder shall assess all the E&S impacts associated with awarded civil works on each site and submit Contractor Environmental & Social Management Plan (C-ESMP) within fifteen days (15) days of signing of the contract before commencement of civil works. (Guidance on preparation of C-ESMP is provided in district ESMP as Annexure -6). The C- ESMPs must be reviewed and approved by E&S team of D&CSF and KPHCIP PMU before implementation. These strategies and Contractor Environmental & Social Management Plans(C-ESMPs) shall describe in detail the E&S safeguards implementation requirements and actions, sub-plans, institutional requirements for implementation of E&S mitigation measures, materials, equipment/machinery, management processes, Occupational & Community Health& Safety training requirements, monitoring and reporting requirements, budget/costrequirements for implementation of C-ESMP mitigation measures etc. that will be implemented by the Contractor, and its subcontractors.

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

PAYMENT FOR E&S REQUIREMENTS

The Employer's E&S and procurement specialists should consider how the Contractor will cost the delivery of the E&S requirements. The Contractor shall hire HSE & Social Officer for each site. A separate BOQ for ESMP required items shall be submitted. The contractor shall quote prices for each item in the ESMP BOQ for all the sites included in the package. The payment for the delivery of E&S requirements/items shall be a subsidiary obligation of the Contractor covered under the prices quoted for ESMP Bill of Quantity items or activities. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, and, GBV/SEA awareness and sensitization awareness and sensitization or to encourage the contractor to deliver additional E&S outcomes beyond the requirement of the Contract.

Key Personnel

Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Project Manager	Graduate Engineer with ≥ 10 years' experience in WASH / health infrastructure.	Graduate Engineer with ≥ 10 years' experience in WASH / health infrastructure.
2	Design / Civil Engineer	PEC-licensed with ≥ 7 years' experience.	PEC-licensed with ≥ 7 years' experience.
3	Site Supervisors	DAE / B-Tech with ≥ 5 years' experience.	DAE / B-Tech with ≥ 5 years' experience.
4	ESHS / Quality Officer	Relevant qualification with ≥ 4 years' experience.	Relevant qualification with ≥ 4 years' experience.

Drawings

No-Drawings.

Supplementary Information

Not Applicable

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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

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

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

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General Conditions of Contract

A. General

1. Definitions

Boldface type is used to identify defined terms.

- (a) The “**Accepted Contract Amount**” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The “**Activity Schedule**” is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The “**Adjudicator**” is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 23.
- (d) “**Bank**” means the financing institution **named in the PCC**.
- (e) “**Bill of Quantities**” means the priced and completed Bill of Quantities forming part of the Bid.
- (f) “**Compensation Events**” are those defined in GCC Clause 42 hereunder.
- (g) The “**Completion Date**” is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1.
- (h) The “**Contract**” is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The “**Contractor**” is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The “**Contractor’s Bid**” is the completed bidding document submitted by the Contractor to the Employer.
- (k) The “**Contract Price**” is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) “**Days**” are calendar days; months are calendar months.
- (m) “**Dayworks**” are varied work inputs subject to payment on a time basis for the Contractor’s employees and

Equipment, in addition to payments for associated Materials and Plant.

- (n) A “**Defect**” is any part of the Works not completed in accordance with the Contract.
- (o) The “**Defects Liability Certificate**” is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The “**Defects Liability Period**” is the period **named in the PCC** pursuant to GCC Sub-Clause 36.1 and calculated from the Completion Date.
- (q) “**Drawings**” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The “**Employer**” is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) “**Equipment**” is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) “**In writing**” or “**written**” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The “**Initial Contract Price**” is the Contract Price listed in the Employer’s Letter of Acceptance.
- (v) The “**Intended Completion Date**” is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) “**Materials**” are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) “**Plant**” is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The “**Project Manager**” is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

- (z) **“PCC”** means Particular Conditions of Contract.
- (aa) The **“Site”** is the area **defined as such in the PCC**.
- (bb) **“Site Investigation Reports”** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) **“Specification”** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The **“Start Date”** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A **“Subcontractor”** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) **“Temporary Works”** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A **“Variation”** is an instruction given by the Project Manager which varies the Works.
- (hh) The **“Works”** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.
- (ii) **“Contractor’s Personnel”** refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
- (jj) **“Key Personnel”** means the positions (if any) of the Contractor’s personnel that are stated in the Specification.
- (kk) **“ES”** means Environmental and Social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH);
- (ll) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

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

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

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

(nn) **“Employer’s Personnel”** refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer or the Project Manager to the Contractor.

- 2. Interpretation**
- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor’s Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendices,
 - (f) Specification,
 - (g) Drawings,

- (h) Bill of Quantities,¹ and
 - (i) any other document **listed in the PCC** as forming part of the Contract.
 - 3. Language and Law**
 - 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
 - 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
 - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
 - 4. Project Manager's Decisions**
 - 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
 - 5. Delegation**
 - 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
 - 6. Communications**
 - 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
 - 7. Subcontracting**
 - 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the
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¹ In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 26.1 of the General Conditions of Contract.

- 7.2 Submission by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

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

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

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

9.3 Labor

- 9.3.1 *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.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.3.6, of the Contractor's Personnel, and for all payments in connection therewith.

- 9.3.2 *Conditions of Labor.* The Contractor shall pay rates of wages, and observe conditions of labor, which comply with all applicable laws. The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.
- 9.3.3 The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
- 9.3.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- 9.3.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 9.3.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

- 9.3.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.
- 9.3.8 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- 9.3.9 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 9.3.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 9.3.11 *Alcoholic Liquor or Drugs.* The Contractor shall not, otherwise than in accordance with the laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 9.3.12 *Arms and Ammunition.* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 9.3.13 *Funeral Arrangements.* The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- 9.3.14 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a

position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

- 9.3.15 *Child Labor.* The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or
- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

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

9.3.17 *Workers' Organizations.* In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

9.3.18 *Non-Discrimination and Equal Opportunity.* The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.3.15).

9.3.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.3.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns

promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

9.3.20 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training.

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

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

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

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

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

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

12. Contractor's Risks

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

13. Insurance

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

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

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide

for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

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

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

14. Site Data

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

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

16. The Works to Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the **Be** Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.

17. Approval by the Project Manager

- 17.1 The Contractor shall submit Specification and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Health, Safety and Protection of the Environment

- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
- (a) comply with all applicable health and safety regulations and Laws;
 - (b) comply with all applicable health and safety obligations specified in the Contract;
 - (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
 - (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
 - (e) provide fencing, lighting, safe access, guarding and watching of:
 - (i) the Works until the Works are taken over by the Employer; and
 - (ii) any part of the Works where the Contractor is executing outstanding works or remedying any defects during the Defects Liability Period; and
 - (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.
- 18.3 Protection of the environment
- The Contractor shall take all necessary measures to:
- (a) protect the environment (both on and off the Site); and

- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager

- 19. Archaeological and Geological Findings** 19.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
- (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the Specification and relevant laws.

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

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

- 21. Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 Inspections & Audit by the Bank
- Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, 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 GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and of the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

25. Fraud and Corruption

- 25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.
- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

26. Code of Conduct

- 26.1 The Contractor shall have a Code of Conduct for the Contractor's Personnel.
- The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.
- These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature

acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

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

27. Security of the Site

27.1 The Contractor shall be responsible for the security of the Site, and:

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

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

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

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

B. Time Control

28. Program

28.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the

Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

- 28.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 28.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 28.4 Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B
- 28.5 In addition to the progress report, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's,

its Subcontractors' and suppliers' personnel. The notifications shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

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

**29. Extension of
the Intended
Completion
Date**

29.1 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.

29.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

30. Acceleration

30.1 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.

30.2 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.

**31. Delays
Ordered by the
Project
Manager**

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

**32. Management
Meetings**

32.1 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.

32.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

- 33. Early Warning** 33.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 33.2 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

- 34. Identifying Defects** 34.1 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.
- 35. Tests** 35.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has it a Defect and the test shows that does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 36. Correction of Defects** 36.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 36.2 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.

- 37. Uncorrected Defects** 37.1 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

- 38. Contract Price²** 38.1 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.

- 39. Changes in the Contract Price³** 39.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

- 39.2 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.

- 40. Variations** 40.1 All Variations shall be included in updated Programs⁴ produced by the Contractor.

² In lump-sum contracts, replace GCC Sub-Clauses 38.1 as follows:

38.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

³ In lump-sum contracts, replace entire GCC Clause 39 with new GCC Sub-Clause 39.1, as follows:

39.1 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.

⁴ In lump-sum contracts, add “and Activity Schedules” after “Programs.”

- 40.2 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 Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 40.3 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.
- 40.4 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.
- 40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 40.6 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 GCC Sub-Clause 39.1 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. ⁵
- 40.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
-

⁵ In lump-sum contracts, delete this paragraph.

- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;
- (c) a description of any effect(s) of the change on performance/functionality; and
- (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

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

- (a) accelerates the contract completion period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yields any other benefits to the Employer,

without compromising the functionality of the Works.

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

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

41. Cash Flow Forecasts

41.1 When the Program,⁶ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the

⁶ In lump-sum contracts, add “or Activity Schedule” after “Program.”

Contract, converted as necessary using the Contract exchange rates.

**42. Payment
Certificates**

- 42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 42.3 The value of work executed shall be determined by the Project Manager.
- 42.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.⁷
- 42.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 42.6 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.
- 42.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:
 - (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human

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."

waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;

- (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
- (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
- (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;

failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).

43. Payments

- 43.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 43.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 43.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

- 44.1 The following shall be Compensation Events:
 - (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specification, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - (i) The advance payment is delayed.
 - (j) The effects on the Contractor of any of the Employer's Risks.
 - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 44.2 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.
- 44.3 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.

- 44.4 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.

45. Tax

- 45.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 47.

46. Currencies

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

47. Price Adjustment

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

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

where:

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

A_c and B_c are coefficients⁸ **specified in the PCC**, representing the nonadjustable and adjustable portions,

⁸ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the

respectively, of the Contract Price payable in that specific currency “c;” and

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

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

48. Retention

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

48.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 55.1, 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.

49. Liquidated Damages

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

49.2 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

nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 43.1.

50. Bonus

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

51. Advance Payment

- 51.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 51.2 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.
- 51.3 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.

52. Securities

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

- 53. Dayworks**
- 53.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 53.2 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.
- 53.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 54. Cost of Repairs**
- 54.1 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

- 55. Completion**
- 55.1 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.
- 56. Taking Over**
- 56.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 57. Final Account**
- 57.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 58. Operating and Maintenance Manuals**
- 58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

59. Termination

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

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

59.4 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.

59.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

60. Payment upon Termination

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

60.2 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.

61. Property

61.1 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.

62. Release from Performance

62.1 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.

**63. Suspension of
Bank Loan or
Credit**

- 63.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
 - (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX A TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

- 2.2 To this end, the Bank:

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

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

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring 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 supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts,

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

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.

an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX B

Environmental and Social (ES) Metrics for Progress Reports

Metrics for regular reporting:

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - i. *work permits: number required, number received, actions taken for those not received;*
 - ii. *status of permits and consents:*
 - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
 - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
 - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
- e. *health and safety supervision:*
 - i. *safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;*
 - ii. *number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);*
- f. *worker accommodations:*

- i. 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.;
 - ii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for locals): number of female workers (if any), percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
 - i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*
 - i. environmentalist: days worked, areas inspected and numbers of inspections of each (sub-project section, work camp (if any), accommodations (if any), 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: work camp (if any), accommodations (if any), borrow areas (if any), spoil areas, 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)/ or relevant designated officer: days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances*: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
 - i. Worker grievances;
 - ii. Community grievances
- l. *Traffic, road safety and vehicles/equipment*:
 - i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
 - i. dust: number of working bowlers, 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, identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic

management, decommissioning planning, decommissioning implementation;

- iv. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- v. waste management: types and quantities generated and managed, including amount taken off-site (and by whom) or reused/recycled/disposed on-site;
- vi. details of tree plantings and other mitigations required undertaken in the reporting period;
- vii. details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries (executions), etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

APPENDIX C

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

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

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

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

Contract reference *[insert contract reference]*

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

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p><i>[If (d) or (e) above are applicable, provide the following information:]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (as per (d) above)</p> <p style="margin-left: 40px;">Name of Employer: _____</p> <p style="margin-left: 40px;">Name of Project: _____</p> <p style="margin-left: 40px;">Contract description: _____</p> <p style="margin-left: 40px;">Brief summary of evidence provided: _____</p>

<p>_____</p> <p>Contact Information: (Tel, email, name of contact person): _____</p> <p>_____</p>
<p>As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (as per (e) above)) <i>[attach details as appropriate]</i>.</p> <p>_____</p> <p>_____</p> <p>_____</p>

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed_____day of_____,

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed_____day of_____, _____

Section IX - Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institution is: The World Bank
GCC 1.1 (r)	The Employer is: Project Director Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP) (Health-Component)
GCC 1.1 (v)	<p>The Completion Date for the Civil Works in all respects shall be as follows: <u>05 Months</u> (staring from the date of signing of contract)</p> <ul style="list-style-type: none"> Any contractor proposing timelines beyond 05 months (staring from the date of signing of contract) shall be declared technically disqualified. Penalty of 0.5% of the total contract value shall be imposed for each week of delay up to 10% of contract price. Beyond that, the contract will be processed for termination for default and performance security shall be forfeited.
GCC 1.1 (v-1)	a)- The Contractor is liable to work on all sites simultaneously which are included (Renovation of School Washrooms / WASH Facilities under the Health Promoting Schools (HPS) Initiative of KP-HCIP Health)
GCC 1.1 (y)	<p>The Project Manager is Infrastructure Specialist KP-HCIP Health facilitated by Resident Engineer of Consulting Firm.</p> <p>The authorized representative is Mr. Hammad, Infrastructure Specialist, Khyber Pakhtunkhwa Human Capital Investment Project, House No. 240 Defense Colony Shami Road, Peshawar, Pakistan.</p>
GCC 1.1 (aa)	The Site is located at District Nowshera, Peshawar, Swabi, Haripur, Khyber Pakhtunkhwa, Pakistan and as defined in GCC 14.1.
GCC 1.1 (dd)	The Start Date shall be within 07 Days of signing of the Contract.
GCC 1.1 (hh)	The Works consist of Renovation of School Washrooms / WASH Facilities under the Health Promoting Schools (HPS) Initiative of KP-HCIP Health.
GCC 2.2	Sectional Completions are: N/A
GCC 2.3(i)	<p>The following documents also form part of the Contract:</p> <p>Contract Negotiation Meeting Minutes</p> <p>Variation Order, if any.</p>
GCC 3.1	<p>The language of the contract is English.</p> <p>The law that applies to the Contract is the law of Islamic Republic of Pakistan.</p>

GCC 5.1	The Project manager of the contractor cannot delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: N/A
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: 100 Percent of the value of works, plant and materials.</p> <p>(b) For loss or damage to Equipment: 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: PKR 15 million.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: as per law of Pakistan.</p> <p>(ii) For injury of other people: as per prevailing laws of Pakistan.</p> <p>(iii) For death of other people: as per prevailing laws of Pakistan.</p>
GCC 14.1	<p>Site Data is as below:</p> <p>Name of Facilities/Schools:</p> <p>As per Annex-A List of Schools.</p>
GCC 20.1	The Site Possession Date(s) shall be: With in 07 days of the signing of the contract.
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Will be selected on the time if any dispute arises by mutual consent.
GCC 24.3	Hourly rate and types of reimbursement expenses to be paid to the Adjudicator:5,000 PKR per hour
GCC 24.4	The place of arbitration shall be : Peshawar, Pakistan

B. Time Control	
GCC 28.1	The Contractor shall submit for approval a Program for the Works within 10 days from the date of the Letter of Acceptance.
GCC 28.3	<p>The period between Program updates is <u>30 days.</u></p> <p>The penalty for late submission of the updated program by more than 03 days will be PKR 500,000.</p> <p>The period for submission of progress reports is 15 days.</p> <p>There will be online dashboard to be established to review the progress of at site.</p>
C. Quality Control	
GCC 36.1	The Defects Liability Period is: 180 days.
D. Cost Control	
GCC 40.7	N/A
GCC 46.1	The currency of the Employer's Country is: Pakistan Rupee
GCC 47.1	The Contract <u>is not subject to price adjustment.</u>
GCC 48.1	The contractor will submit performance security in the shape of bank guarantee amounting to 9% of the contract price.
GCC 49.1	The liquidated damages for the whole of the Works are 0.5% per week of the contract price. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 50.1	N/A
GCC 51.1	The Advance Payments shall be: 10% of the Accepted Contract Amount against the Bank Guarantee (Advance Payment Guarantee)
GCC 52.1	<p>The Performance Security will be in the form of a Bank Guarantee in the amount(s) of 9% of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p>The ES Performance Security will be in the form of a "Bank Guarantee in the amount(s) of 1% of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p>
E. Finishing the Contract	
GCC 58.1	The date by which operating, and maintenance manuals are required is within 15 Days of Completion of Works.

GCC 58.2	The amount to be withheld for failing to produce “as built” drawings by the date required in GCC Sub-Clause 58.1 is PKR 1,000,000/-.
GCC 59.2 (g)	The maximum number of days is: 30 Days.
GCC 60.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 10%.

Section X - Contract Forms

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Notification of Intention to Award

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

[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.]

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

Notification of Intention to Award

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

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

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

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

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

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

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

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders ***[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]***

Name of Bidder	Bid price	Evaluated Bid price
----------------	-----------	---------------------

		(if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

3. 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.]

4. How to request a debriefing

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

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

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

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

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

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

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

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

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

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

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

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

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)\[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005\]](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 bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

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

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

The Standstill Period may be extended as stated in Section 4 above.

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

On behalf of the Employer:

Signature:_____

Name: _____

Title/position:_____

Telephone:_____

Email: _____

Beneficial Ownership Disclosure Form

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

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

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

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

RFB No.: [insert number of RFB process]

Request for Bid No.: [insert identification]

To: [insert complete name of Employer]

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

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

Details of beneficial ownership

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

OR

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

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

OR

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

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

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

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

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

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

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

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

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

Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

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

Subject: *[Notification of Award Contract No]*

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

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

[Choose one of the following statements:]

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

[or]

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

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 desires that the Works known as *[name of the Contract]*. . . .
 .should be executed by the Contractor, and has accepted a Bid by the Contractor for the
 execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are
 respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of
 this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the addenda Nos _____ (if any)
 - (d) the Particular Conditions
 - (e) the General Conditions of Contract, including appendix;
 - (f) the Specification
 - (g) the Drawings
 - (h) Bill of Quantities;³⁰ and
 - (i) any other document listed in the PCC as forming part of the Contract, but not
 limited to;
 - i. the ES Management Strategies and Implementation Plans; and
 - ii. Code of Conduct for Contractor’s Personnel (ES).

³⁰ In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[name of the borrowing country]* on the day, month and year specified above.

Signed by:
for and on behalf of the Employer

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

Signed by:
for and on behalf the Contractor

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

Performance Security – Option 1: Demand 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.

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

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

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

[signature(s)]

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

² Insert the date twenty-eight days after the expected completion date as described in GCC Sub-Clause 55.1. 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.”

Performance Security

Option 2: 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 _____

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 55.1. 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

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.

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.”

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.

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.

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, 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.

Annex-I

² *Insert the expected completion date as described in GC Clause 55.1. The Employer should note that in the event of an extension of the expected completion date, 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."*

ANNEXUR-II

Environmental and Social Management Plan(ESMP)

KP HUMAN CAPITAL INVESTMENT PROJECT

Oct 2025

**PROJECT MANAGEMENT UNIT
(PMU)KPHCIP HEALTH
DEPARTMENT**

Annexure A:

List of Schools identified by KP-HCIP Education for HPS intervention by KP-HCIP Health.

S. No	School Name	EmisCode	District	Level	Latitude	Longitude	Gender	Total Enrolment	HeadMasterName2	Contact No
1	GPS GAHRA GHARIAN	24619	HARIPUR	Primary	33.9478338	72.824428	Boys	22	Anwar Shaid	3449430553
2	GGPS BAIT GALI	25078	HARIPUR	Primary	33.9932056	72.9413556	Girls	73	nazia gul	3480104525
3	GGPS GUJRATIAN	29886	HARIPUR	Primary	34.2989586	72.8215365	Girls	18	Saba Gafoor	3419506634
4	GPS HASSAN KHEL MISRI BANDA	20222	NOWSHERA	Primary	34.0160897	72.1250561	Boys	223	Sher Rehman	3339045388
5	GPS KALLI KANDOW	20168	NOWSHERA	Primary	33.8788717	72.04246	Boys	52	Akhtar hussain	3139120208
6	GPS PIRAN PAYAN	20260	NOWSHERA	Primary	33.7412573	71.9317541	Boys	28	Anees	3082981927
7	GPS SHAWANGI	20293	NOWSHERA	Primary	33.7925819	72.1176703	Boys	41	Masood Alam	3018096191
8	GPS ZANDO BANDA CHAIL	20344	NOWSHERA	Primary	34.1243518	71.8946756	Boys	54	Imtiaz Khan	342511823
9	GPS TANGI KHATTAK NO.3	20318	NOWSHERA	Primary	33.9478746	72.0088687	Boys	9	Zafeer Gul	3335328663
10	GGPS JAROBA	20498	NOWSHERA	Primary	33.8227703	71.7719598	Girls	208	Roshada	3109500880
11	GPS BAHADAR KHEL NO.2	30439	NOWSHERA	Primary	33.9127297	72.0025316	Boys	69	Salal Khan	3319861599
12	GGPS HASSAN DARRA	20485	NOWSHERA	Primary	33.934421	72.1200686	Girls	133	Nagina Begum	3314942137
13	GGPS KHALIL-UR-REHMAN KOROONA KHESHGI MI	20511	NOWSHERA	Primary	34.092004	71.9032873	Girls	30	Nusria Begum	3139597006
14	GPS MISRI BANDA	20221	NOWSHERA	Primary	34.0013474	72.1299504	Boys	143	Faqir Hussain	3005915036
15	GPS INAM ABAD	40728	NOWSHERA	Primary	33.9147084	72.2245326	Boys	205	Shah Nawaz	3110960098
16	GPS DARWAZ GAI (MATTANI)	20873	PESHAWAR	Primary	33.7699151	71.5469036	Boys	78	Sharaft Shah	3129355109
17	GPS MARYAM ZAI NO.4	21010	PESHAWAR	Primary	33.8370074	71.5870184	Boys	90	Syed Qadeer Shah	3229102493
18	GPS MUSHTAR ZAI NO.2	21057	PESHAWAR	Primary	33.9123987	71.48637	Boys	212	Sher Zada	3149080593
19	GPS ROGHZAI AZA KHEL	21096	PESHAWAR	Primary	33.8113319	71.6200646	Boys	319	Gul habib	3025954755
20	GPS TAPU KOROONA	21146	PESHAWAR	Primary	34.1821055	71.4812477	Boys	37	Subhan Ullah	3013038761
21	GPS YOUSAF KHAIL	21172	PESHAWAR	Primary	33.8053404	71.5964227	Boys	274	Abdur Rasheed	3109530967
22	GPS MUHAMMAD SHER KILLI	30380	PESHAWAR	Primary	33.8802014	71.5384598	Boys	167	MUHAMMAD AYAZ	3349200780
23	GPS SHAJEE ABAD AZA KHEL	30433	PESHAWAR	Primary	33.7940358	71.6208984	Boys	169	Asfandyar khan	3028091725
24	GPS FEROUZ ABAD	42278	PESHAWAR	Primary	34.00989	71.4261433	Boys	114	irfanullah	3139362196

25	GPS HAJI ZAI	20941	PESHAWAR	Primary	34.1142729	71.4747857	Boys	80	Asif Mehboob	3459041395
26	GPS MERA SHAHI BALA	21037	PESHAWAR	Primary	34.0719005	71.4181024	Boys	227	syed muzammil shah	3339320584
27	GPS SANGO NO.2	21106	PESHAWAR	Primary	33.938015	71.4693633	Boys	174	Jan mohammad	3369332679
28	GPS MOHABAT KHAN KALI	21178	PESHAWAR	Primary	33.844672	71.5581526	Boys	140	ZAHID HUSSAIN	3469063002
29	GGPS BELA BARAMAD KHEL NO.2	21353	PESHAWAR	Primary	34.1661499	71.5572445	Girls	67	noreen	3005023145
30	GGPS KAFOOR DHERI	32864	PESHAWAR	Primary	33.9950477	71.504931	Girls	0	NULL	
31	GGPS SAMA BADABER	32879	PESHAWAR	Primary	33.78352	71.6813654	Girls	84	Fatima	3045002250
32	GPS KHANDAD KILLI	20975	PESHAWAR	Primary	33.8322129	71.6057171	Boys	130	Abdul haseeb	3028844049
33	GPS MERA SURIZAI BALA	21039	PESHAWAR	Primary	33.9090769	71.6261265	Boys	99	Muhammad Haroon	3177978261
34	GGPS BAHAR GARHI MARYAMZAI	32998	PESHAWAR	Primary	33.828829	71.5884438	Girls	247	Saba anjum	3150017284
35	GPS MERA HASSAN KHEL	38695	PESHAWAR	Primary	33.8622947	71.6620148	Boys	57	Afsar Khan	3025960177
36	GPS ALI MUHAMMAD BANDA	38957	PESHAWAR	Primary	34.0916476	71.3953847	Boys	145	Main Yaseen Shah	3348046868
37	GPS AZA KHEL NO.2	20816	PESHAWAR	Primary	33.8012585	71.6256807	Boys	263	Khan muhammad	3009342969
38	GPS KHAPPA	20977	PESHAWAR	Primary	34.1014883	71.5204781	Boys	97	Anwar Ali	3159077731
39	GPS MERA ACHINI BALA NO.1	21028	PESHAWAR	Primary	33.9553184	71.4533834	Boys	185	amjad ali	3339775089
40	GPS MERA AZAKHEL	21031	PESHAWAR	Primary	33.8325668	71.6185863	Boys	138	Fakhre alam	3219069288
41	GPS SAM BADABER	21102	PESHAWAR	Primary	33.8781337	71.6152853	Boys	243	iftikhar Ahmed	3249824800
42	GGPS BAR GARHI MARYAM ZAI	21345	PESHAWAR	Primary	33.8291931	71.5992758	Girls	159	Qurat ul ain	3435583006
43	GPS TAPU CHAGHAR MATTI	30406	PESHAWAR	Primary	34.1446968	71.5056182	Boys	154	Hanif Ullah	3349077078
44	GPS GHARI ARSALA KHAN	30423	PESHAWAR	Primary	33.9589064	71.6488697	Boys	137	Muhammad Rafique	3161992944
45	GPS UMAR MIANA NO.3	32890	PESHAWAR	Primary	33.9491478	71.7181272	Boys	232	Ulas khan	3105310182
46	GPS BADI KOROONA	20824	PESHAWAR	Primary	34.1878706	71.4664864	Boys	54	Muhammad Rahim	3365983874
47	GPS SHEIKHAN PAYAN	21131	PESHAWAR	Primary	33.9023396	71.4782139	Boys	247	Haji Rehman	3359226766
48	GPS TELABAND NO. 2	21154	PESHAWAR	Primary	33.8553801	71.6359461	Boys	180	Ashraf ullah	3159595753
49	GPS KARAM KHEL	30349	PESHAWAR	Primary	33.9055114	71.4914898	Boys	121	Inam Ullah	3149095694

50	GPS CHORAKH GARI CHANDAN	20863	PESHAWAR	Primary	33.8553805	71.7230109	Boys	243	Muhammad Adnan	3339306895
51	GPS TOOR KAMAR	21159	PESHAWAR	Primary	0	0	Boys	22	riaz gul	3339368357
52	GGPS SARBAND NO.1	21506	PESHAWAR	Primary	33.938284	71.4840234	Girls	235	Tahira Masud	3173723345
53	GPS JURA SUFAID SANG PESHAWAR	38690	PESHAWAR	Primary	34.0863257	71.421567	Boys	177	Masal Khanq	3154616030
54	GGPS FEROZPUR	39704	PESHAWAR	Primary	34.1248966	71.4478772	Girls	29	Jehan Ara	3109698080
55	GPS SHARIF KHAN NO.2	40744	PESHAWAR	Primary	34.1347111	71.6465974	Boys	61	MASEEM ALAM	3085949815
56	GPS GODDAR KOROONA	20930	PESHAWAR	Primary	33.8480673	71.6055354	Boys	81	Shamoun Nazir	3419007709
57	GPS KASS KOROONA	20971	PESHAWAR	Primary	34.1850956	71.4360967	Boys	35	Wajid Ali	3379815994
58	GPS MUSHTAR ZAI NO.1	21056	PESHAWAR	Primary	33.9099031	71.4867295	Boys	168	Zameer Gul	3028860215
59	GPS TALAB KOROONA	21220	PESHAWAR	Primary	33.8682553	71.5079391	Boys	163	Amin Ul Hasanat	3145810373
60	GGPS ARAT BABA	21331	PESHAWAR	Primary	33.7482764	71.623964	Girls	41	Nusrat jabeen	3255865318
61	GPS TOOR GUL KALAY PESHAWAR	39995	PESHAWAR	Primary	33.8545788	71.5715037	Boys	49	MUHAMMAD SAMEEN	3139177237
62	GGPS MERA SADIQ ABAD	41899	PESHAWAR	Primary	34.0879834	71.4317378	Girls	0	NULL	
63	GPS ZAIN GUL KILLI HSD	61937	PESHAWAR	Primary	33.72997	71.59033	Boys	97	Muhammad Iqbal	3339124803
64	GPS KHEWA GUL	61949	PESHAWAR	Primary	33.8311697	71.7427241	Boys	69	Muhammad Tariq	3339224775
65	GGPS MUHAMMAD YOUNAS KHAN KALLI	61993	PESHAWAR	Primary	33.7884732	71.7102013	Girls	60	Shumaila Bibi	3413786839
66	GGPS KHAN BADSHAH KILLI	62012	PESHAWAR	Primary	0	0	Girls	71	Nagina	3088449582
67	GPS PASTAWANI HSD	62070	PESHAWAR	Primary	33.706781	71.7474446	Boys	8	Asad Bilal	3459066109
68	GGPS HASHAM KHAN KILLI	62074	PESHAWAR	Primary	33.7530954	71.6640166	Girls	69	Shahida Parveen	0
69	GPS GUL FARAZ KILLI	61940	PESHAWAR	Primary	33.8048311	71.7365065	Boys	29	Abdul Haseeb	3339235585
70	GPS AFZAL KHAN KILLI HSD	61968	PESHAWAR	Primary	33.7682017	71.6718383	Boys	38	Shabir Khan	3366655593
71	GGPS SAMIN KHAN	62022	PESHAWAR	Primary	33.7571876	71.6726712	Girls	42	Raheela	3003683002
72	GGPS MUHAMMAD SAJJAD KILLI	66517	PESHAWAR	Primary	33.7769635	71.7480725	Girls	129	Bibi Zainab	3329539661
73	GPS NADAR KHAN SAMA BADABER	61944	PESHAWAR	Primary	33.7923646	71.7018799	Boys	143	Iqbal shah	3458006397

74	GPS BASHI KHEL	61954	PESHAWAR	Primary	33.7416355	71.6452838	Boys	76	Ajj Muhammad khan	3018898610
75	GPS BORA NO.1 HSD	62056	PESHAWAR	Primary	33.726865	71.6967817	Boys	27	Ghani Muhammad	3305161229
76	GPS GULAB SHER KILLI	62066	PESHAWAR	Primary	33.7918537	71.7205933	Boys	188	Islam Shah	3149166527
77	GGPS ASMAT KHAN KILLI JANAKOUR	66516	PESHAWAR	Primary	33.7779309	71.7788178	Girls	38	Asia Aman	336794973
78	GPS KAWANR KILLI	61935	PESHAWAR	Primary	33.7220292	71.6603493	Boys	57	Qadeem khan	3012111895
79	GPS DAULAT KHAN KILLI	61943	PESHAWAR	Primary	33.7981575	71.7116269	Boys	50	Muhammad Ismail	3439889714
80	GPS MUSA KHAN KILLI HSD	61971	PESHAWAR	Primary	33.6981818	71.7574635	Boys	11	Muhammad Saeed	3334719624
81	GGPS MOHAMMAD NAWAZ KILLI	62043	PESHAWAR	Primary	33.7629845	71.7184445	Girls	70	Zeb Begum	3339259967
82	GGPS SADI KHAN	62072	PESHAWAR	Primary	33.7489698	71.6493518	Girls	86	AminaGul	3009198954
83	GPS SHER BAZ KOROONA HSD	61938	PESHAWAR	Primary	33.7304586	71.602866	Boys	29	Muhammad Younas	3339124798
84	GPS SHER MUHAMMAD KILLI	61948	PESHAWAR	Primary	33.820143	71.7387085	Boys	36	Muhammad Sajid	3429139203
85	GPS MUSA DARRA NO.2	61974	PESHAWAR	Primary	33.7492101	71.8353513	Boys	93	Fazal subhan	3359463315
86	GGPS MALIK HASHIM KHAN KILLI	62045	PESHAWAR	Primary	33.754071	71.692981	Girls	85	Gulafafroza	3096448394
87	GPS FARIDI No.1 HSD	62050	PESHAWAR	Primary	33.7103536	71.6277649	Boys	83	Muhammad Imran	3489083415
88	GPS BAZMIR KILLI	62065	PESHAWAR	Primary	33.7125728	71.6592446	Boys	82	Afsar Akbar	3344662492
89	GPS ZAMAN SHAH KILLI HSD	61917	PESHAWAR	Primary	33.7822117	71.700485	Boys	106	Qaimat Khan	3469181874
90	GPS SAMBI KHEL YAR ALI KILLI	61955	PESHAWAR	Primary	33.7483484	71.643308	Boys	14	Khial Hassan	3439761611
91	GPS YAR AHMAD KILLI HSD	61965	PESHAWAR	Primary	33.7527003	71.6853686	Boys	42	Shakil Alam	3358376739
92	GPS NOOR AKBAR KILLI HSD	62063	PESHAWAR	Primary	33.744205	71.6350433	Boys	103	Jehangir Khan	3429828549
93	GPS AZIZ-UR-REHMAN KILLI	62064	PESHAWAR	Primary	33.7700426	71.794253	Boys	141	Zardar khan	3355051517
94	GGPS NAUMAN KILLI	62073	PESHAWAR	Primary	33.8175783	71.7305397	Girls	114	Rashida	3469898926
95	GGPS RAMAZAN KILLI	66520	PESHAWAR	Primary	33.7480049	71.8319485	Girls	86	Ayesha	3439839545
96	GPS MURID KHEL HSD	61913	PESHAWAR	Primary	33.7593318	71.7333933	Boys	106	Munawar Iqbal	3338878812
97	GPS PAKHI BALA NO.1	61930	PESHAWAR	Primary	33.7139711	71.6501069	Boys	10	Attiq ur Rehman	3306526625

98	GPS FARIDI NO.2 HSD	61933	PESHAWAR	Primary	33.7123367	71.6405667	Boys	50	Abdul Aziz Khan	3453939357
99	GPS JUMMA KHAN KILLI	61934	PESHAWAR	Primary	33.716442	71.6708564	Boys	42	Noor Habib khan	3330003359
100	GPS ZARIF KHAN KALLI	61953	PESHAWAR	Primary	33.7441308	71.6412258	Boys	25	Muhammad Tariq khan	3701903564
101	GPS BORA NO.4 SANAT ALI SHAH HSD	61959	PESHAWAR	Primary	33.7268217	71.6967383	Boys	24	Saleem Khan	3429066484
102	GPS NASAR KILLI HSD	61973	PESHAWAR	Primary	33.706765	71.7474133	Boys	24	Abdul Waheed	3329701493
103	GPS ZAMAN KHAN KILLI HSD	61912	PESHAWAR	Primary	33.7648093	71.7404924	Boys	81	Fazl E Manan	3349187378
104	GPS SYED ABBAS KILLI FR PESHAWAR	61947	PESHAWAR	Primary	33.7813356	71.7351377	Boys	105	Fazal khaliq	3319875093
105	GPS PAKHI KANDAW HSD	61956	PESHAWAR	Primary	33.7535549	71.652692	Boys	55	Muhammad Arif	3339091864
106	GPS FAQEER HUSSAIN KILLI HSD	61964	PESHAWAR	Primary	33.7539683	71.6606883	Boys	11	Gul Zaman	3370353490
107	GPS GARAY SHAMAT KHEL HSD	61970	PESHAWAR	Primary	33.7129355	71.7718952	Boys	54	Nisar Ahmad	3349687639
108	GPS PASTAWANI NO. 2 HSD	61972	PESHAWAR	Primary	33.6982587	71.7574806	Boys	59	Muhammad Asif	3335689551
109	GPS ABDUL AJAB BANDA	23182	SWABI	Primary	34.2026199	72.6378349	Boys	51	Alam Zaib	3149975523
110	GPS KOT GABAI	23305	SWABI	Primary	34.2572615	72.7619932	Boys	35	Ahmad Gul	3400095210
111	GPS ODEEN	29656	SWABI	Primary	34.1924622	72.6378353	Boys	74	Said Wali Shah	3477461709
112	GPS SERI UTMANZAI NO.3	29665	SWABI	Primary	34.240246	72.7014583	Boys	46	SHER ZAMAN	3149858874
113	GGPS BHATTAI NO.2	23900	SWABI	Primary	34.104745	72.2247583	Girls	19	nafeesa kousar	344559058
114	GGPS TARKHA SARD CHINA	30218	SWABI	Primary	34.0876124	72.2313252	Girls	27	Rifat naz	3437042686
115	GPS BADRAGHA DAGI	23205	SWABI	Primary	34.17137	72.3224933	Boys	30	Ihsan Muhammad	3469753210
116	GPS SETKETER	23401	SWABI	Primary	34.2667437	72.7383063	Boys	47	SALAR KHAN	3449884857
117	GPS KUNDA MANGUL CHAI	23310	SWABI	Primary	34.2220979	72.7476499	Boys	46	Ihtisham ul Haq	3489418184
118	GPS CHANAI NO.2	23227	SWABI	Primary	34.2370815	72.7696607	Boys	52	Akbar Khan	3453106033
119	GPS GANI CHATRA NO.2	23258	SWABI	Primary	34.2448023	72.6463248	Boys	22	Mosakhar shah	3068636392
120	GGPS SARKAI BALA	32044	SWABI	Primary	34.1947954	72.7509148	Girls	10	Iqra bibi	3449212791

121	GGPS MUSLIM ABAD BANDA	42194	SWABI	Primary	34.0427467	72.6165796	Girls	247	Yasmin Begum	3410100238
122	GPS GHULAM MUHAMMAD BABA	29781	SWABI	Primary	33.9928232	72.2693651	Boys	104	sher wali khan	3013013594
123	GPS GHARIB ABAD ISMAILA	23264	SWABI	Primary	34.2309003	72.2372424	Boys	154	Muhammad Riaz	3219592842
124	GPS LANGER KOT	23812	SWABI	Primary	34.0308077	72.2556356	Boys	59	Amjad Ali	3149082324
125	GPS SANELAI	29750	SWABI	Primary	34.2155294	72.7346563	Boys	30	Amjad Khan	3489870254
126	GGPS TARKHA BANDA	30220	SWABI	Primary	34.1087772	72.2369549	Girls	39	Mubashira Mohib	3469821310
127	GPS WALAI NO.1	20336	NOWSHERA	Primary	33.9579019	72.0574769	Boys	95	Jehanzeb Khan	3365309390
128	GPS SERAI KOROONA	20279	NOWSHERA	Primary	34.0619433	71.8914617	Boys	127	Himayat Ullah	3109162658
129	GPS PAHARI KATI KHEL	20247	NOWSHERA	Primary	33.8806453	71.9713129	Boys	117	zahoor ul haq	3005831182
130	GPS SAITHIAN PESHAWAR CITY	20735	PESHAWAR	Primary	34.0093742	71.5789367	Boys	334	MIRAJ GUL	3009598042
131	GPS AHMAD KHEL NO.2	20804	PESHAWAR	Primary	33.9550867	71.5430559	Boys	115	nadeem ahmad	3005985381
132	GPS PISHTAKHARA PAYAN NO.3	32118	PESHAWAR	Primary	33.9685791	71.5151006	Boys	277	Sajjad Ali	3339199245
133	GPS KHAT KILLY	20979	PESHAWAR	Primary	34.1402327	71.4796397	Boys	148	Faiz Ullah	3159577084
134	GPS ANDER SHER	20633	PESHAWAR	Primary	34.009274	71.5719575	Boys	237	Afzal hussain	3005836288
135	GPS TAKAIL NO.1	23432	SWABI	Primary	34.1991418	72.6744302	Boys	145	Gulzar Badshah	3145676269
136	GGPS NO.3 SUDHER	38976	SWABI	Primary	34.1453705	72.2892163	Girls	131	Malika bibi	3429380633
137	GPS SHER DARA NO.1	23416	SWABI	Primary	34.3232236	72.3907088	Boys	197	Aman Ali Khan	3068340655
138	GGPS PITAO BALA	42068	NOWSHERA	Primary	33.9247134	72.1575335	Girls	91	Mohsina(incharge)	3169019893
139	GPS MERA MATTANI	30430	PESHAWAR	Primary	33.7869385	71.5443141	Boys	141	Asif Nawab	3329316636
140	GPS AZA KHEL NO.1	20815	PESHAWAR	Primary	33.8001369	71.6209743	Boys	450	Muhammad Rasool	3085894905
141	GPS SARBAND NO.1	21108	PESHAWAR	Primary	33.939539	71.4852834	Boys	316	zahoor badshah	3324178522
142	GPMS MASHO KHEL (JICA)	30394	PESHAWAR	Primary	33.9137264	71.5001632	Boys	308	Gulzar Khan	3131903906
143	GPS MANGAL CHAI	23322	SWABI	Primary	34.2143145	72.7415949	Boys	76	Banaras Khan	3488217148
144	GHS MATHRA	36137	PESHAWAR	High	34.10076	71.479397	Boys	1400	Muhammad shah	3103232587
145	GPS FAQEER KHAN KILLI	20116	NOWSHERA	Primary	34.05409	71.92396833	Boys	242	Hazrat Ali Khan	3139064325
146	GPS Gharhi Sadu	20924	PESHAWAR	Primary	34.143909	71.470226	Boys	248	Sifat Khan	3331759539
147	GPS No.02 Palosai	40747	PESHAWAR	Primary	34.0436	71.4917	Boys	214	rahmatullah	3219310364

Maghdarzai										
148	GGPS Palosai Attozai No. 2	40831	PESHAWAR	Primary	71.4955	34.0367	Girls	189	Syeda Mah Gul	3329242864
149	GGPS BASHEERABAD	41513	NOWSHERA	Primary	33.97893833	72.14521667	Girls	300	Jehan Begum(incharge)	3339020228
150	GPS SHAHEEDA JALSAI	23785	SWABI	Primary	34.16192878	72.27572015	Boys	277	Muhammad Imtiaz Khan	3118281524
151	GPS INAYATABAD JALSAI	39772	SWABI	Primary	34.05053815	72.32763125	Boys	369	Riaz Ahmad	3149056651
152	GGPS SANGU	21504	PESHAWAR	Primary	33.9356	71.468359	Girls	141	Kalsoom Tanvir	3159288198
153	GHS TANO	35319	SWABI	High	33.99753832	72.32237248	Boys	390	zakir ullah	3159217596
154	GGPS NO 2 JEHANGIRA	23929	SWABI	Primary	33.9647711	72.22025713	Girls	563	Hadia	3146938779
155	GGPS KANIZA	21417	PESHAWAR	Primary	34.07966833	71.51683	Girls	243	Khalida Parween	3109739635
156	GGPS GARANGA PAYAN	21380	PESHAWAR	Primary	34.12045333	71.52164167	Girls	77	Wajeeha Sabit	3059328898
157	GGHS KTS NO.1	37922	HARIPUR	High	34.01734715	72.91870017	Girls	338	iffiat jabeen	3135008918
158	GGHS K.T.S. NO.3	36302	HARIPUR	High	34.01917971	72.90662576	Girls	545	Farida Parveen	3340058092
159	GPS ZAKHI MIANA	20341	NOWSHERA	Primary	34.06693	71.72600167	Boys	45	Muhammad Iqbal	310870726
160	Ggps baba keli	30279	NOWSHERA	Primary	34.09701833	71.88049167	Girls	120	Jehan Ara	3139888681
161	GPS TIP HOUSING SCHM	31547	HARIPUR	Primary	33.97071201	72.93310676	Boys	112	asmat khan	3225296970
162	GPS DARWESH NO.1	24570	HARIPUR	Primary	33.99197137	72.91407535	Boys	172	Amjad Zareen	3145250826
163	GGPS MARIA ALI KHAN	40452	HARIPUR	Primary	33.97073782	72.98884715	Girls	280	Fozia Noreen	3335099081
164	GGPS UMAR DHOK	32073	SWABI	Primary	34.05220267	72.38555752	Girls	104	Basmeen begum	3329790968
165	GGHSS LARAMA	38155	PESHAWAR	High	34.0161	71.4828	Girls	1420	Nazia	3339032328
166	GGPS BHATT	10971	HARIPUR	Primary	34.01992501	72.95374346	Girls	86	mehnaz zeb	3135888728
167	GPS TALHAD	24865	HARIPUR	Primary	33.98374698	72.90503025	Boys	334	Mazhar Latif	3218705637
168	GPS TEER	24870	HARIPUR	Primary	33.98338813	72.90568173	Boys	105	Naveed Akhtar	3155813679
169	GGPS TIP	37868	HARIPUR	Primary	33.98523069	72.90612635	Girls	548	Humaira Qaiser	3121562239
170	GGPS WALI NO.2	31536	NOWSHERA	Primary	33.95118833	72.06507333	Girls	174	Hasrat naseem	3169798427
171	GGPS MAIRA AKORA KHATTAK	30177	NOWSHERA	Primary	33.98984263	72.11591808	Girls	207	Fatima Sultana	3369485766
172	GPS NO4 SHEIKH JANA	23414	SWABI	Primary	34.22498161	72.3463834	Boys	82	ANWAR ZAIB	3109876404
173	GGPS MERA SHEIKH JANA	23601	SWABI	Primary	34.21060483	72.40275896	Girls	93	Shuhrat naz	3349288943
174	GPS GHARIB ABAD	23263	SWABI	Primary	34.22314743	72.33029695	Boys	202	ABID ALI	3156373111

	ASOTA									
175	GPS JAMIL ABAD YAQOOBI	23786	SWABI	Primary	34.1217831	72.27553515	Boys	79	Fazli Hadi	3139448320
176	GPS LAL MUHAMMAD KOTEY	41190	SWABI	Primary	34.12862319	72.29304003	Boys	161	Jahan Zeb	3465552207
177	GGPS SHAGI BALA NO. 02	39978	PESHAWAR	Primary	34.14809425	71.5623852	Girls	138	yasmeen	3159668601
178	GPS DAB BUNYADI	20865	PESHAWAR	Primary	34.14468578	71.61883583	Boys	326	Syed Imam Shah	3025987744
179	GPS SHAGAI	20281	NOWSHERA	Primary	33.79030132	72.04854903	Boys	105	Asim Habib	3465646793
180	GGHS INZARI	35172	NOWSHERA	High	34.01387039	71.98396571	Girls	506	Zahida Naz	3355272643
181	GPS TAR KHAIL PAYAN WITH 3ACR	20320	NOWSHERA	Primary	33.85126361	72.1087252	Boys	188	Adil Shah	3459274207
182	GPS USMAN ABAD	20334	NOWSHERA	Primary	33.8171978	72.15995461	Boys	200	Mushtaq	3322121650
183	GPS TALAB ABAD KHAT KALI	40458	NOWSHERA	Primary	34.00401852	71.96115011	Boys	385	muhammad naeem	3229023664
184	GPS JOGIMAR BERAN GALI	10013	HARIPUR	Primary	33.6814454	73.0122654	Boys	193		
185	GGPS GUL ZADA KILLI	20478	NOWSHERA	Primary	33.95193438	71.80505319	Girls	307	gul baha	3151916832
186	GPS GARHI ABDUL JABBAR	20123	NOWSHERA	Primary	33.99231633	71.78640141	Boys	253	Ayaz alam	3015972151
187	GGPS GHUNDI KORNA	20473	NOWSHERA	Primary	34.10197169	71.90396528	Girls	57	Nusrat Shaheen	0
188	GGHS ZARA MAINA	37656	NOWSHERA	High	34.02066884	72.07493386	Girls	248	asma Gul khattak	3369541179
189	GPS GHUNDI KOROONA	30325	NOWSHERA	Primary	34.1022377	71.89969892	Boys	211	Muhammad Iqbal	3077523497
190	GGPS GUL FARAZ KOROONA	20477	NOWSHERA	Primary	34.04574506	72.07997642	Girls	129	Jamila Begum	3458957244
191	GGPS ARIF ABAD	20425	NOWSHERA	Primary	34.05315998	72.0834746	Girls	91	kausar Begum	3349212408
192	GGPS AZIZ ABAD ZARA MIANA	39684	NOWSHERA	Primary	34.06601095	72.07047444	Girls	219	aisha maqsood	334904918
193	GGPS FERAZ ABAD	20466	NOWSHERA	Primary	34.07962622	72.08796227	Girls	111	basmina bibi	3075990439
194	GHS ZANDO BANDA	34454	NOWSHERA	High	34.06781562	72.0412475	Boys	507	Abdul Rahim	3459333911
195	GPS NAZIR ABAD	20240	NOWSHERA	Primary	34.04580889	72.0915022	Boys	282	Hakimeen Zada	3159070906
196	GGPS SIKANDAR SHAH KOROONA	39681	NOWSHERA	Primary	34.03295725	72.09135787	Girls	131	zaib un nisa	3335129554
197	GGMS NANDRAK	39039	NOWSHERA	Middle	34.01474803	72.18419767	Girls	92	faryal shah	3349421265
198	GGPS MOAZZAM	39683	NOWSHERA	Primary	34.08153637	72.21151765	Girls	87	Kulsoom	3173377039

	KOROONA									
199	GPS MUZZAM KOROONA	20226	NOWSHERA	Primary	34.08199742	72.20730549	Boys	246	Muhammad Ismail	3139981416
200	GGPS SOBAT KOROONA	30254	NOWSHERA	Primary	34.06826925	72.02952183	Girls	181	Razia Begum	3137353863
201	GPS NO.4 BARA BANDA	30347	NOWSHERA	Primary	34.0880668	72.0164032	Boys	220	Muhammad Sohail	3110091980
202	GGPS MANSABDAR	23611	SWABI	Primary	34.20751602	72.35819034	Girls	154	Shaista baby	3139033734
203	GPS SAIDU DHER	39764	SWABI	Primary	34.21057855	72.39336355	Boys	133	JEHANGIR KHAN	3009303530
204	GPS SHAHEEDA QADEEM	23407	SWABI	Primary	34.18820165	72.29602795	Boys	128	Raza Muhammad	3449765410
205	GMS MEHER ALI	41643	SWABI	Middle	34.29728071	72.36603392	Boys	94	Abdur Rahman	3422380905
206	GPS KHESHA MEHAR ALI	23303	SWABI	Primary	34.28875488	72.35135569	Boys	130	Israr Muhammad	3459506264
207	GGPS NO 2 KADDI	39768	SWABI	Primary	34.07804911	72.48020705	Girls	211	sumaira	3145560073
208	GPS IRFAN ABAD	23276	SWABI	Primary	34.037393	72.54416065	Boys	100	SAIF UR REHMAN	3429561054
209	GPS YARA KHEL MAZRGHUZ	39760	SWABI	Primary	34.07026031	72.53892151	Boys	258	MUSHTAQ AHMAD	3459508098
210	GPS SHAHEEDAN MAINI	23408	SWABI	Primary	34.09443033	72.61357068	Boys	424	Sawab Gul	3449019509
211	GPS ZAMAN ABAD JAMRA	23864	SWABI	Primary	34.11676428	72.22857531	Boys	61	Akhtar Saeed	3469316126
212	GPS HARYAN DOBIAN+2ACR	23769	SWABI	Primary	34.09185319	72.21623456	Boys	115	Imtiaz Ali	3455951782
213	GPS MIR ALAM KOTEY(BANDA)	23324	SWABI	Primary	34.198445	72.35615833	Boys	183	Shabir Ahmad	3085598410
214	GPS BANDE OBA	23214	SWABI	Primary	34.21453167	72.40347333	Boys	340	AMAN ULLAH KHAN	3125003001
215	GGPS M. AKBAR KHAN KILLI	23619	SWABI	Primary	34.19096	72.38558833	Girls	257	Farzana yasmeen	3439022982
216	GPS SHUMLO DHAND	23424	SWABI	Primary	34.14238167	72.37424667	Boys	278	Gul Rahman	3459501780
217	GPS SHAHEEDA JADEED	23406	SWABI	Primary	34.181355	72.30524833	Boys	37	Muhammad Irshad	3439019300
218	GPS NO.2 GHULAMAN	23265	SWABI	Primary	34.27760167	72.320135	Boys	363	Said Kamal Shah	3453152802
219	GGPS CHILYAR BANDA	32054	SWABI	Primary	34.23235833	72.75909333	Girls	43	Saima	3441928003
220	GPS SHAGAI WAND PANJ PIR	40203	SWABI	Primary	34.09118167	72.500735	Boys	132	mushtaq Ahmad	3149861031
221	GPS ABDUL MALIK KOTEY	23183	SWABI	Primary	34.12194667	72.43390833	Boys	244	HAFIZ UL HAQ	3068340071

222	GGHS BARA BANDA	35185	NOWSHERA	High	34.08706772	72.02315751	Girls	599	Kalsoon Bibi	3219095288
223	GGPS SADRI JADEED	23962	SWABI	Primary	34.12644667	72.34186667	Girls	230	Zakia	3442731491
224	GMS AMAN KOT	33213	SWABI	Middle	34.26447167	72.43347333	Boys	209	SAMIUR RAHMAN	3018358323
225	GGPS AMAN KOT	23517	SWABI	Primary	34.26259667	72.43502333	Girls	183	Shahnaz akhtar	3429640198
226	GPS ABDUL AZIZ KOTEY	29079	SWABI	Primary	34.111225	72.415455	Boys	281	Muhammad Altaf	3149986787
227	GGPS KHORO BANDA TURLANDI	40013	SWABI	Primary	34.20086833	72.32631167	Girls	43	fozia begum	3430967968
228	GPS BARA BANDA NO.3 WITH 3ACR	30351	NOWSHERA	Primary	34.08889355	72.03096089	Boys	135	Rehan Ullah	3009198380
229	GPS NO.2 BARA BANDA	20082	NOWSHERA	Primary	34.08128777	72.03209228	Boys	203	Asad Ali	3139835927
230	GPS BELA MOHMANDAN	20843	PESHAWAR	Primary	34.17804586	71.44935934	Boys	81	Muhammad Imtiaz	3009037034
231	GPS NO.1 GHULAMAN	23266	SWABI	Primary	34.27498833	72.32451667	Boys	338	Muhammad Israr	3458914396
232	GPS KOTAR PAN NO.2	30343	NOWSHERA	Primary	34.09899734	72.02578708	Boys	364	Muhammad Shahid	3459301207
233	GGPS KHITAB KILI	38887	NOWSHERA	Primary	34.11299244	71.99749296	Girls	171	Farzana Tabassum	3350252427
234	GGPS NO 3 ISMAILA	23574	SWABI	Primary	72.234	34.228	Girls	215	shahnaz begum	3481985832
235	GPS QASIM BANDA	23827	SWABI	Primary	34.05947632	-117.1945104	Boys	318	Bakht Zamin Khan	3469813353
236	GGMS SHAHDAD KILLI	40211	SWABI	Middle	34.11120622	72.27158903	Girls	94	Mufassira Begum	3199032529
237	GPS NAZAR BANDA YAQOOBI	39762	SWABI	Primary	34.05533423	-117.1952185	Boys	237	Zain Ullah Khan	3469807691
238	GGPS NO 1 GHAZI KOT	23911	SWABI	Primary	34.15219928	72.29003085	Girls	158	waziat	3443495993
239	GGPS KHAIR ABAD	23933	SWABI	Primary	34.13718998	72.30187833	Girls	66	Nusrat amir	3429209245
240	GPS NO 2 URMAL DHERI	41191	SWABI	Primary	34.14203662	72.3091735	Boys	78	Asif Ali	3149996962
241	GGPS NO 2 KALU KHAN	23585	SWABI	Primary	34.21571267	72.29867105	Girls	177	nusrat	3489329612
242	GPS MANDO KHEL WITH 3ACR	20203	NOWSHERA	Primary	33.88961502	72.15683859	Boys	163	Attaullah Shah	3459296769
243	GGPS GANDAB	38892	NOWSHERA	Primary	33.78684191	72.15798638	Girls	235	Sadaf	3185560408
244	GMS GUL DHERI	34425	NOWSHERA	Middle	33.96479369	72.10636163	Boys	163	Shakil Ur Rehman	3339011276
245	GGPS KHUR ABAD	31512	NOWSHERA	Primary	34.12553374	72.00348333	Girls	470	robina	3135731638
246	GMS KHUR ABAD	41753	NOWSHERA	Middle	34.12404989	72.00410628	Boys	180	Muhammad Asad	3129293811
247	GMPS SHERIN KOTAY (RASHAKAI)	20372	NOWSHERA	Primary	34.11927111	72.02570745	Boys	259	Kashif Khan	3139700802

248	GGMS PAF ACADEMY RISALPUR	41575	NOWSHERA	Middle	34.05624968	71.9808822	Girls	217	qamar un nisa	3109490399
249	GPS KHESARI	20176	NOWSHERA	Primary	33.89654635	71.93820809	Boys	221	Mian Zahir Ahmad	3015246108
250	GPS LAKARAI	20197	NOWSHERA	Primary	33.8970783	71.93438494	Boys	166	Darshan lal	3439142244
251	GPS SPIN KANA KALAN NO.3	20304	NOWSHERA	Primary	33.92491695	71.87380289	Boys	99	Ghulam Ali Khan	3439422798
252	GGHS NOWSHERA KALAN	36530	NOWSHERA	High	34.01137825	71.97393847	Girls	670	Khalida Parveen	3065771314
253	GPS LAL KURTI	20015	NOWSHERA	Primary	33.99742852	71.99443403	Boys	598	Faiq Zada	3329777717
254	GGPS SHER KHAN GARHI	20588	NOWSHERA	Primary	34.05266369	72.114406	Girls	230	zaibi gul	3339074329
255	GGHS WATTAR	39663	NOWSHERA	High	34.00432358	72.07331683	Girls	315	imtiaaz parveen	3435457504
256	GPS SAFDAR ABAD	21100	PESHAWAR	Primary	34.82185	71.406521	Boys	193	Jamal Khan	3459896787
257	GPS BAHADAR KILLI JALSAI	23780	SWABI	Primary	34.05634795	72.33285672	Boys	199	Arshad Khan	3339446131
258	GGHS JALOZAI	36534	NOWSHERA	High	33.90879778	71.81779288	Girls	590	Riffat yasmin	3139522539
259	GGPS SPIN KHAKH NO.4	20597	NOWSHERA	Primary	33.86716665	71.76921777	Girls	154	Zahida Jehan	3015128301
260	GGPS SPIN KHAK NO.2	20594	NOWSHERA	Primary	33.86742752	71.76921104	Girls	213	Shaukat Ara	3119095846
261	GGPS HALKI BANDA	20481	NOWSHERA	Primary	33.90369586	71.80136903	Girls	208	sajida begum	3139137237
262	GPS MERAJI PAYAN	20213	NOWSHERA	Primary	33.92211396	71.97270532	Boys	96	Abdul Waheed Khan	3339007496
263	GGPS SHAHJAHAN KOROONA	39671	NOWSHERA	Primary	33.94638254	71.96492641	Girls	200	Farida Naz	3468866482
264	GGPS nabi no 1	23948	SWABI	Primary	33.99427652	72.35656372	Girls	280	Raheela	3159476090
265	GHS ZAKHI QABRISTAN	36269	NOWSHERA	High	34.07133964	71.72300776	Boys	343	ihtishmam ul haq	3005914505
266	GPS ZAKHI KOHNA	30356	NOWSHERA	Primary	34.07196306	71.72734211	Boys	42	Subhan gul	3123344050
267	GPS BANDA SHIEKH ISMAIL	20080	NOWSHERA	Primary	34.080055	71.75974183	Boys	324	maghrib shah	3139399241
268	GPS NO.2 Aza Khel Bala	20063	NOWSHERA	Primary	33.99607361	71.85842847	Boys	311	Muhammad rafiq	3339130932
269	Ggps dagi qadeem no.2	20458	NOWSHERA	Primary	33.98787171	71.81395308	Girls	302	rohida tabassum	3369344047
270	Gps gul rehan killi	20133	NOWSHERA	Primary	33.87919249	71.80455286	Boys	181	Asif Munir	3009004739
271	GHS Ali baig	36234	NOWSHERA	High	33.99721872	71.73948099	Boys	652	Abdul qadir	3339032382
272	GGPS KARERAI TARU JABB	41853	NOWSHERA	Primary	34.01131018	71.72909723	Girls	250	shaheen begum	3108708673
273	GHS TARU JABBA	36267	NOWSHERA	High	34.01611007	71.72902059	Boys	1022	Muhammad arif	3331115148

274	GMS Fazle raheem	40433	PESHAWAR	Middle	33.91230237	71.64629005	Boys	247	fazle maula	3449769716
275	GPS Garhi Baghbanan	20894	PESHAWAR	Primary	33.9193686	71.68640938	Boys	456	Rukhsar Khan	3448920942
276	GPS NO.1 SHEIKHAN	20295	NOWSHERA	Primary	33.89972904	71.81447472	Boys	267	Muhammad Raees	3015976280
277	GGCMS Tarnawa	25293	HARIPUR	Middle	33.78841	72.89957	Girls	169	hafeeza	3235177472
278	GMS Dhok Gakhran	33280	HARIPUR	Middle	33.79015295	72.95004276	Boys	20	Rizwan Siddique	3171966698
279	GGPS Joulain	25154	HARIPUR	Primary	33.7742	72.87985	Girls	677	abida parveen	3339854017
280	GGPS PAK SHAHI	25223	HARIPUR	Primary	33.8244	73.09663	Girls	58	Asma Saeed	3441491247
281	GPS NAROTA	24835	HARIPUR	Primary	33.98292156	72.90727233	Boys	150	MUNEER AHMED	3442584544
282	GPS KHAITRAN	24957	HARIPUR	Primary	33.82315	72.93479	Boys	100	Mazhar shah	3495777204
283	GMS NEELAN BHUTO	33313	HARIPUR	Middle	33.98062968	72.90900102	Boys	66	Muhammad Aftab	3025345813
284	GHS SHEIKH DHERI	35317	SWABI	High	34.0521342	-117.193974	Boys	455	Abdur Raziq	3469808280
285	GGMS nabi	34492	SWABI	Middle	34.05792973	-117.1955833	Girls	160	Shaista	3481909739
286	GGPS CHHAPRA	25091	HARIPUR	Primary	33.98410636	72.9050686	Girls	112	shaista hashmi	3348382195
287	GPS AKHOON BANDI	24462	HARIPUR	Primary	33.88862	73.17691	Boys	166	JAMIL UR REHMAN	3105538671
288	GPS D. MAIRA KARENTAN	24588	HARIPUR	Primary	33.98353789	72.90532534	Boys	165	syed fareed ullah shah	3345042540
289	GHSS jalsai	35311	SWABI	High	34.04676728	72.32651635	Boys	1050	Anwar Shah	3108686985
290	GGPS ganja	39456	HARIPUR	Primary	33.93256758	72.87624423	Girls	112	tasleem akhter	3365657534
291	GGPS SARAI SALEH NO.2	25260	HARIPUR	Primary	33.98560415	72.98747692	Girls	595	Farhat shahzad	3135979580
292	GPS NO1 MADA KHELA	23313	SWABI	Primary	34.27783167	72.3906	Boys	2250	Ajmal Khan	3018757544
293	GMS BALDHER	24484	HARIPUR	Middle	33.98344383	72.90568094	Boys	229	Arshad	3115914219
294	GPS TEERAIN	24871	HARIPUR	Primary	33.98291014	72.90728758	Boys	123	Aamir Shehzad	3105281356
295	GPS NARANJI DARRA	29710	SWABI	Primary	34.32656333	72.43560833	Boys	158	Wazir Muhammad	3170781476
296	GHSS JATTI PIND	33289	HARIPUR	High	34.04509659	72.95265637	Boys	101	Sultan Muhammad	3335269117
297	GPS NO2 PALOSAI	38973	SWABI	Primary	34.26484333	72.41487667	Boys	260	MAAZ ALI	3469435725
298	GPSS AMAN KOT	23190	SWABI	Primary	34.26263	72.43475333	Boys	372	NAWAB ALI	3458881740
299	GPS BHATT S N KHAN	24514	HARIPUR	Primary	34.1024713	73.00219948	Boys	21	Khalid Naveed	3345661386
300	GPS BANDA MUGHLAN	24488	HARIPUR	Primary	34.11233345	73.02379317	Boys	192	Tariq Mehmood	3018024056
301	GPS KALINJER NO.2	24666	HARIPUR	Primary	34.1524524	72.86823422	Boys	115	Shukar Zaman	3465620075
302	GPS BANDI LABIYAL	17251	HARIPUR	Primary	34.21904395	72.93380155	Boys	95	Fida Muhammad	3429400270
303	GPS NAWAN GRAWAN	24769	HARIPUR	Primary	34.21794086	72.8354862	Boys	109	Yasir Khan	3462630109

304	GPS CHAJJAKA	24529	HARIPUR	Primary	34.13887132	72.88396298	Boys	95	Sajjad Ahmad	3005176541
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