



WATER AND POWER DEVELOPMENT AUTHORITY
PAKISTAN

**RFP/EPC
BIDDING
DOCUMENT**

**PACKAGE- III:
ELECTRO-MECHANICAL
WORKS**

**ATTABAD LAKE
HYDROPOWER PROJECT
(54 MW)**

**VOLUME-I
BIDDING PROCEDURES AND
CONDITIONS OF CONTRACT**

BOOK 1

MARCH 2026

**DOCUMENT NO:
BD-ALHPP-03 (V1)**

AHMC ATTABAD HYDROPOWER
MANAGEMENT CONSULTANTS



**DOLSAR
ENGINEERING**

INVITATION TO BID/PROPOSAL

1. Water and Power Development Authority, invites electronic Bids / Proposals through PPRA EPADs from the Contractors for Engineering, Procurement and Construction (EPC) of **Package-III: Electro-Mechanical Works, of Attabad Lake Hydropower Project (54 MW)**. The Bidding process will be conducted through ICB, following the Bidding Procedures of Single Stage Two Envelope, as specified in Public Procurement Regulation Authority (PPRA)'s Rules-2004 (updated) and Pakistan Engineering Council (PEC)'s By-laws. The Foreign Bidders/ Proposers (from Countries having diplomatic relations with Islamic Republic of Pakistan) are entitled to participate in the Bidding process only in Joint Venture with Pakistani Contractors who are registered with Income Tax and Sales Tax Departments and are on Active Taxpayers List of the Federal Board of Revenue (FBR) and registered with Pakistan Engineering Council (PEC) (In the case of a Joint Venture (JV), it is required that only the Lead Partner in the Joint Venture shall hold a valid C-A category License, while the other JV member(s) shall meet the specified requirements corresponding to their respective share(s) in the Joint Venture).
2. All Bids / Proposals must be accompanied by a scanned copy of Bid / Proposal Security of **PKR 120 Million** or equivalent amount in freely convertible currencies. Source of exchange rate shall be State Bank of Pakistan. The date for the exchange rate shall be the deadline for submission of Proposals
3. E-Proposals / Bidding Documents, containing detailed Terms and Conditions, Method of Procurement, Procedure for submission of Bids / Proposals, Bid / Proposal security, Bids / Proposals validity, Opening of Bids / Proposals, Evaluation Criteria, Clarification / Rejection of Bids / Proposals, Performance Guarantee etc. are available on for registered Bidders / Proposers on EPADs at (www.vendors.epads.gov.pk)
4. The electronic Bids / Proposals, prepared in accordance with the instructions provided in the Proposal / Bidding Document, shall be submitted using EPADs on or before **May 14, 2026 at 1100 hrs**. Manual submission of bids/proposals is not allowed and shall not be accepted.
5. The Technical Part of Electronic Bids / Proposals on EPADS shall be opened the same day **at 1130 hrs in WAPDA Auditorium, WAPDA House, Sharah-e-Quaid-e-Azam Lahore, Punjab**. This advertisement is also available on PPRA website at (www.ppra.org.pk).

Note: Notification of the GRC (Grievance Redressal Committee) constituted in terms of Rule-48 of PPRA rules, is provided on EPADS at (www.ppra.org.pk) and on PPRA's website (if any).

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**RFP/EPC BIDDING DOCUMENTS OF
ATTABAD LAKE HYDROPOWER PROJECT (54 MW)**

PACKAGE-III: ELECTRO-MECHANICAL WORKS

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**EPC BIDDING DOCUMENTS OF
ATTABAD LAKE HYDROPOWER PROJECT (54 MW)**

PACKAGE-III: ELECTRO-MECHANICAL WORKS

VOLUME-I: BIDDING PROCEDURES AND CONDITIONS OF CONTRACT

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LIST OF ABBREVIATIONS

ALHPP	Attabad Lake Hydropower Project
BAFO	Best and Final Offer
CESMP	Construction Environmental & Social Management Plan
CIP	Carriage and Insurance Paid
COPA	Conditions of Particular Application
COVID-19	Corona virus Disease 2019
CPM	Critical Path Method
DAAB	Dispute Avoidance and Adjudication Board
DCS	Distributed Control System
DNP	Defects Notification Period
E&M	Electrical and Mechanical
EOT	Extension of time
EPC	Engineering, Procurement and Construction
ES	Environmental and Social
EXW	Ex Works
FED	Federal Excise Duty
FIDIC	Federation Internationale Des Ingenieurs Conseils
FOB	Freight on Board
FPC	Final Payment Certificate
GC	General Condition
HIV	Human immunodeficiency virus
ICB	International Competitive Bidding
ICC	International Chamber of Commerce
IEC	International Electrotechnical Commission
ISBN	International Standard Book Number
ITP	Instructions to Proposers
JV	Joint Venture
MSIP	Management. Strategies And Implementation Plan
MW	Megawatt
NOC	No Objection Certificate
PCC	Particular Conditions of Contract
PDS	Proposal Data Sheet
PEC	Pakistan Engineering Council
PPRA	Public Procurement Regulatory Authority
PKR	Pakistani Rupees

RFP	Request for Proposals
SCADA	Supervisory Control and Data Acquisition System
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment
STD	Sexually Transmitted Disease
TOC	Taking Over Certificate
URDG	Uniform Rules for Demand Guarantees
WAPDA	Water and Power Development Authority
WHT	Withholding Taxes

PART-I: BIDDING PROCEDURES

SECTION I - INSTRUCTIONS TO PROPOSERS (ITP)

A. General

1. Scope of Proposal	<p>1.1 The Employer, as specified in the PDS, issues, this Request for Proposals (RFP) Document for the execution of the Works on EPC/Turnkey and Construction basis as specified in Volume-II (Employer’s Requirements). The name, identification and number of lots (Contracts) of this RFP are specified in the PDS.</p> <p>1.2 Unless otherwise stated, throughout this RFP Document definitions and interpretations shall be as prescribed in the Section VII (General Conditions).</p> <p>1.3 Throughout this RFP Document:</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the PDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt; (b) if the context so requires, “singular” means “plural” and vice versa; (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Employer. It excludes the Employer’s official public holidays; (d) “Works” refers to Works, subject of this Request For Proposals document, to be executed on EPC/Turnkey contracting arrangement; (e) “ES” means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)); (f) “Sexual Exploitation and Abuse” “(SEA)” means the following: <ul style="list-style-type: none"> 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; (g) “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 EPC Contractor’s Personnel with other EPC Contractor’s or Employer’s Personnel;
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	<p>(h) “EPC Contractor’s Personnel” is as defined in Sub-Clause 1.1.14 of the General Conditions; and</p> <p>(i) “Employer’s Personnel” is as defined in Sub-Clause 1.1.29 of the General Conditions.</p> <p>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 (Proposal Forms).</p>
<p>2. Source of Funds</p>	<p>2.1 The Employer has received funds from Government of Pakistan towards the cost of the project named in the PDS. The Employer intends to apply a portion of the funds to eligible payments under the Contract for which this RFP Document is issued.</p>
<p>3. Fraud and Corruption</p>	<p>3.1 The Employer requires, Proposers shall observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:</p> <p>(a) defines for the purpose of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and ii. “fraudulent practice” means any act or omission, including misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Proposers (prior to or after Proposal submission) designed to establish Proposal prices at artificial non-competitive levels and to deprive the Employer to the benefits of free and open competition; <p>(b) will reject a Proposal for award if it determines that the Proposer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or executing a contract.</p> <p>3.2 The Proposer shall sign and stamp the Integrity Pact provided in Section VI (Fraud and Corruption) of the RFP Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the Proposer non-responsive.</p>
<p>4. Eligible Proposers</p>	<p>4.1 A Proposer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITP 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who</p>

	<p>shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the RFP process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the PDS, there is no limit on the number of members in a JV.</p> <p>4.2 A Proposer shall not have a conflict of interest. Any Proposer found to have a conflict of interest shall be disqualified. A Proposer may be considered to have a conflict of interest for the purpose of this RFP process, if the Proposer:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Proposer; or (b) receives or has received any direct or indirect subsidy from another Proposer; or (c) has the same legal representative as another Proposer; or (d) has a relationship with another Proposer, directly or through common third parties, that puts it in a position to influence the Proposal of another Proposer, or influence the decisions of the Employer regarding this RFP process; or (e) any of its affiliates participates as a consultant in the preparation of the Employer's Requirements for the Works that are the subject of the Proposal; or (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as the Employer's Representative for the Contract implementation; or (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the PDS ITP 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the RFP Document or Employer's requirements of the Contract, and/or the Proposal 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 Employer throughout the RFP process and execution of the Contract. <p>4.3 A firm that is a Proposer (either individually or as a JV member) shall not participate in more than one Proposal, except for permitted alternative Proposals. This includes participation as a subcontractor in other Proposals. Such participation shall result in the disqualification of all Proposals in which the firm is involved. A firm</p>
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	<p>that is not an individual Proposer or a JV member in a Proposal may participate as a subcontractor in more than one Proposal.</p> <p>4.4 A Proposer may have the nationality of any country, subject to the restrictions pursuant to ITP 4.8. A Proposer shall be deemed to have the nationality of a country if the Proposer 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 sub-contractors or sub-consultants for any part of the Contract including related Services.</p> <p>4.5 A Proposer that has been sanctioned by the Employer, pursuant to the PPRA's—Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in Section VI (Fraud and Corruption) paragraph 2.2 d., shall be ineligible to Bid, submit Proposal for, or to be awarded a Government of Pakistan financed contract, financially or otherwise, during such period of time as the Employer shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the PDS.</p> <p>4.6 Proposers 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 Employer, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.</p> <p>4.7 A Proposer shall not be under suspension from submitting Proposals by the Employer as the result of the operation of a Proposal Securing Declaration or Proposal-Securing Declaration.</p> <p>4.8 Firms and individuals may be ineligible if so indicated in Section V (Eligible Countries) and (a) as a matter of law or official regulations, the Employer'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 Employer'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.</p> <p>4.9 A Proposer shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> <p>4.10 A firm that is under a sanction of debarment by the Employer's Country from being awarded a contract is eligible to participate in this procurement.</p>
<p>5. Eligible Materials, Equipment, and Services</p>	<p>5.1 The materials, equipment and services to be supplied under the Contract 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.</p>

	At the Employer's request, Proposers may be required to provide evidence of the origin of materials, equipment and services.
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B. Contents of RFP Document

<p>6. Sections of RFP Document</p>	<p>6.1 The RFP Document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITP 8:</p> <p style="text-align: center;">PART 1 Request for Proposal Procedures</p> <p>Section I - Instructions to Proposers (ITP) Section II - Proposal Data Sheet (PDS) Section III - Evaluation and Qualification Criteria Section IV - Proposal Forms Section V - Eligible Countries Section VI - Fraud and Corruption</p> <p style="text-align: center;">PART 2 Employer's Requirements</p> <p>Section VII - Employer's Requirements</p> <p style="text-align: center;">PART 3 Conditions of Contract and Contract Forms</p> <p>Section VIII - General Conditions Section IX - Particular Conditions Section X - Contract Forms</p> <p>6.2 The Specific Procurement Notice, Notice of Request for Proposals (RFP) issued by the Employer, is not part of this RFP Document.</p> <p>6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Proposal meeting (if any), or Addenda to the RFP Document in accordance with ITP 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.</p> <p>6.4 The Proposer is expected to examine all instructions, forms, terms, and Employer's requirements in the RFP Document and to furnish with its Proposal all information or documentation as is required by the RFP Document.</p>
<p>7. Clarification of RFP Document, Site Visit, Pre-Proposal Meeting</p>	<p>7.1 A Proposer requiring any clarification of the RFP Document shall contact the Employer in writing at the Employer's address specified in the PDS or raise its enquiries during the pre-Proposal meeting if provided for in accordance with ITP 7.4. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period specified in the PDS. The Employer shall forward copies of its response to all Proposers who have acquired the RFP Document in accordance with ITP 6.3, including a description of the inquiry but without identifying its source. If so, specified in the PDS, the Employer shall also promptly publish its response at the</p>

	<p>web page identified in the PDS. Should the Employer deem it necessary to amend the RFP Document as a result of a request for clarification, it shall do so following the procedure under ITP 8.</p> <p>7.2 The Proposer is advised to visit and examine the Site of the Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal and entering into a contract. The costs of visiting the site shall be at the Proposer's own expense.</p> <p>7.3 The Proposer 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 Proposer, 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.</p> <p>7.4 The Proposer's designated representative is invited to attend a pre-Proposal meeting and/or a site visit, if provided for in the PDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Nonattendance at the pre-Proposal meeting will not be a cause for disqualification of a Proposer.</p> <p>7.5 The Proposer is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.</p> <p>7.6 Minutes of the pre-Proposal meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Proposers who have acquired the RFP Document in accordance with ITP 6.3. Any modification to the RFP Document that may become necessary as a result of the pre-Proposal meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITP 8 and not through the minutes of the pre-Proposal meeting.</p>
<p>8. Amendment of RFP Document</p>	<p>8.1 At any time prior to the deadline for submission of Proposals, the Employer may amend the RFP Document by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the RFP Document and shall be communicated in writing to all who have obtained the RFP Document from the Employer in accordance with ITP 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITP 7.1.</p> <p>8.3 To give prospective Proposers reasonable time in which to take an addendum into account in preparing their Proposals, the Employer may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITP 23.2.</p>

<p>9. Cost of Proposals</p>	<p>9.1 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Employer will in no case be responsible or liable for those costs.</p>
<p>10. Contacting the Employer</p>	<p>10.1 From the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Employer on any matter related to the Proposal, it should do so in writing.</p> <p>10.2 If a Proposer tries to directly influence the Employer or otherwise interfere in the Proposal evaluation process and the Contract award decision, its Proposal may be rejected.</p>
<p>11. Language of Proposals</p>	<p>11.1 Unless otherwise specified in the PDS, the Proposal prepared by the Proposer and all correspondence and documents related to the Proposal exchanged by the Proposer and the Employer shall be written in the English Language, or, if the PDS so provides, in either one of two languages specified there. Any printed literature furnished by the Proposer as part of its Proposal may be in a language not specified in the PDS, as long as such literature is accompanied by a translation of its pertinent passages into the language of the Proposal, in which case, for purposes of interpretation of the Proposal, the translation shall govern.</p>

C. Preparation of Proposals

<p>12. Documents Comprising the Proposal</p>	<p>12.1 The Proposal shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two (02) separate sealed envelopes (single-stage, two-envelope RFP process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL PROPOSAL".</p> <p>12.2 The Technical Part submitted by the Proposer shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Proposal - Technical Part, prepared in accordance with ITP 13; (b) Security: Proposal Security or Proposal-Securing declaration, in accordance with ITP 19; (c) Alternative Proposal - Technical Part, if permissible in accordance with ITP 14; (d) written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with ITP 21.1; (e) documentary evidence that the Proposer continues to be eligible and qualified to perform the contract if its Proposal is accepted;
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	<p>(f) documentary evidence in accordance with ITP 18 that the Works offered by the Proposer conform to the RFP Document;</p> <p>(g) Proposers shall give details of all departures in their Technical - Proposal with respect to the contractual terms and conditions and/or to the required technical features specified in the performance and/or functional requirements, that they would like the Employer to consider during the evaluation of the Technical Proposals;</p> <p>(h) in the case of a Technical Part submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners;</p> <p>(i) list of subcontractors, in accordance with ITP 18.3;</p> <p>(j) any other document required in the PDS.</p> <p>12.3 The Financial Part submitted by the Proposer shall comprise the following:</p> <p>(a) Letter of Proposal - Financial Part: prepared in accordance with ITP 13;</p> <p>(b) Schedule of Rates and Prices (if any): completed in accordance with ITP 15 and ITP 16;</p> <p>(c) Alternative Proposal - Financial Part: if permissible in accordance with ITP 14;</p> <p>(d) Financial Disclosure: The Proposer shall furnish in the Letter of Proposal information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Proposal; and</p> <p>(e) Other: any other document required in the PDS.</p> <p>12.4 The Technical Part shall not include any financial information related to the Proposal price. Where material financial information related to the Proposal price is contained in the Technical Part, the Proposal shall be declared non-responsive.</p> <p>12.5 The Proposer shall furnish in the Letter of Proposal-Technical Part three names of the potential DAAB members and attach their curriculum vitae.</p>
<p>13. Letter of Proposal, and Schedules</p>	<p>13.1 The Proposer shall complete the Letter of Proposal - Technical Part and Letter of Proposal - Financial Part using the relevant forms furnished in Section IV (Proposal Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITP 21.3. All blank spaces shall be filled in with the information requested.</p>

<p>14. Alternative Technical Proposals</p>	<p>14.1 Proposers shall note that they are permitted to propose technical alternatives with their proposals in addition to the requirements specified in the RFP Documents. Any technical alternatives received in lieu of the requirements specified in the RFP Documents shall be rejected and shall not be considered by the Employer. The Alternative Technical Proposal shall comprise two Parts, namely Alternative Proposal - Technical Part and Alternative Proposal - Financial Part.</p> <p>14.2 Alternative Proposal - Technical Part: the Proposer wishing to offer alternative technical Proposal shall (i) document that the proposed technical alternatives are to the benefit of the Employer, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the RFP Documents; and (ii) further provide all information necessary for a complete technical evaluation of the alternative by the Employer, including as relevant drawings, design calculations, technical specifications, and proposed construction methodology and other relevant details.</p> <p>14.3 Alternative Proposal - Financial Part: The Proposer submitting alternative technical Proposal shall provide all information necessary for a complete financial evaluation of the alternative by the Employer, including breakdown of prices relevant to the offered technical alternative and in the manner and detail called for in the Schedule of Rates and Prices (if any) included in Section IV (Proposal Forms).</p> <p>14.4 Only the technical alternatives, if any, of the Proposer with the Most Advantageous Proposal conforming to the basic performance and technical criteria specified in the RFP Documents shall be considered by the Employer.</p>
<p>15. Proposal Prices</p>	<p>15.1 Unless otherwise specified in the PDS, Proposers shall quote for the entire Works on a “single responsibility” basis such that the lump sum Proposal Price, subject to any adjustments, in accordance with the Contract, covers all the EPC Contractor’s obligations under the Contract. The Works shall include any work which is necessary to satisfy the Employer’s Requirements and Schedules, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.</p> <p>15.2 Proposers shall give a breakdown of the prices in the manner and detail called for in the Schedule of Rates and Prices (if any) included in Section IV (Proposal Forms). These will not in any way limit the Proposer’s “single responsibility” as stated in ITP 15.1. The cost of any items that the Proposer may have omitted is deemed to be included in the total lump sum Proposal price and will not be paid for separately by the Employer.</p> <p>15.3 The prices shall be either fixed or adjustable as specified in the PDS.</p> <p>15.4 In the case of Fixed Price, prices quoted by the Proposer shall be fixed during the Proposer’s performance of the contract and not subject to variation on any account. A Proposal submitted with an</p>

	<p>adjustable price quotation will be treated as non-responsive and rejected.</p> <p>15.5 In the case of Adjustable Price, prices quoted by the Proposer shall be subject to adjustment during performance of the contract to reflect changes in the cost elements in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A Proposal submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Proposers are required to indicate the source of labour and material indices in the corresponding Form in Section IV (Proposal Forms).</p> <p>15.6 If so, indicated in ITP 1.1, Proposals are being invited for individual lots (contracts) or for any combination of lots (packages). Proposers wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Proposal the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply. However, discounts for the award of more than one contract will not be considered for proposal evaluation purpose.</p> <p>15.7 Proposers wishing to offer any unconditional discount shall specify in their Letter of Proposal the offered discounts and the manner in which price discounts will apply.</p> <p>15.8 All duties, taxes, and other levies payable by the EPC Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Proposals, shall be included in the Proposal price submitted by the Proposer.</p>
<p>16. Proposal Currencies</p>	<p>16.1 The currency (ies) of the Proposal and the currency (ies) of payments shall be the same and shall be as specified in the PDS.</p> <p>16.2 Proposers 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 Schedule of Rates and Prices (if any) and shown in the Table of Adjustment Data in the Appendix to the Proposal are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Proposers.</p>
<p>17. Documents Establishing the Qualification of the Proposer</p>	<p>17.1 In accordance with Section III (Evaluation and Qualification Criteria), to establish that the Proposer meets the qualification criteria, the Proposer shall provide updated information on all assessed aspect.</p> <p>17.2 If a margin of preference applies in accordance with ITP 39.1, domestic Proposers, 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 ITP 39.1.</p>

<p>18. Documents Establishing Conformity of the Works</p>	<p>18.1 Pursuant to ITP 12.2(f), the Proposer shall furnish, as part of its Proposal documents establishing the conformity to the RFP Documents of the Works that the Proposer proposes to execute on EPC/Turnkey basis under the Contract.</p> <p>18.2 The documentary evidence of the conformity of the Works with the RFP documents may be in the form of literature, drawings and data, and shall include:</p> <ul style="list-style-type: none"> (a) the documents specified in Section-IV (Proposal Forms) - Technical Proposal. (b) detailed description of the essential technical and functional/performance characteristics of the proposed Works, in response to the Employer's Requirements. (c) adequate evidence demonstrating the substantial responsiveness of the Works to the Employer's Requirements. <p>18.3 The Proposer shall be responsible for ensuring that any proposed subcontractor complies with the requirements of ITP 4, and that any Works to be provided by the subcontractor comply with the requirements of ITP 5 and ITP 18.1. The Proposer shall submit its Code of Conduct that meets the requirements set-out in Section IV (Proposal Forms).</p>
<p>19. Securing the Proposal</p>	<p>19.1 The Proposer shall furnish as part of its Proposal, either a Proposal-Securing Declaration or a Proposal Security as specified in the PDS, in original form and, in the case of a Proposal Security, in the amount and currency specified in the PDS.</p> <p>19.2 A Proposal-Securing Declaration shall use the form included in Section IV (Proposal Forms).</p> <p>19.3 If a Proposal Security is specified pursuant to ITP 19.1, the Proposal security shall be a demand guarantee in any of the following forms at the Proposer's option:</p> <ul style="list-style-type: none"> (a) an unconditional guarantee issued by a bank (b) an irrevocable letter of credit; (c) a cashier's or certified check; or (d) another security indicated in the PDS, <p>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 Proposal submission, that a correspondent financial institution is not required.</p> <p>19.4 The Proposal security shall be in the form of an unconditional bank guarantee issued by a Scheduled Bank of Pakistan or a foreign bank duly counter guaranteed by a Scheduled Bank of Pakistan. The Bid</p>

	<p>security shall be submitted using the Proposal Security Form included in the Bidding Documents. The form must include the complete name of the Proposer. The Proposal Security shall be submitted either using the Proposal Security Form included in Section IV (Proposal Forms) or in another substantially similar format approved by the Employer prior to Proposal submission. In either case, the form must include the complete name of the Proposer. The Proposal Security shall be valid for twenty-eight days (28) beyond the original date of expiry of the Proposal validity, or beyond any extended date if requested under ITP 20.2.</p> <p>19.5 If a Proposal Security or a Proposal-Securing Declaration is specified pursuant to ITP 19.1, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal-Securing Declaration shall be rejected by the Employer as non-responsive.</p> <p>19.6 If a Proposal Security is specified in accordance with ITP 19.1, the Proposal Security of the Proposers shall be returned as promptly as possible once the successful Proposer has signed the Contract, furnished the required Performance Security, and if required in the PDS, the Environmental and Social (ES) Performance Security.</p> <p>19.7 The Proposal Security may be forfeited:</p> <p style="padding-left: 40px;">(a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or</p> <p style="padding-left: 40px;">(b) if the successful Proposer fails to:</p> <p style="padding-left: 80px;">(i) sign the Contract in accordance with ITP 53; or</p> <p style="padding-left: 80px;">(ii) furnish a Performance Security and if required in the PDS, the Environmental and Social (ES) Performance Security, in accordance with ITP 54.</p> <p>19.8 The Proposal Security or the Proposal-Securing Declaration of a JV shall be in the name of the JV that submits the Proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of Proposals, the Proposal Security or the Proposal-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITP 4.1.</p> <p>19.9 If a Proposal Security is not required in the PDS, and:</p> <p style="padding-left: 40px;">(a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or</p> <p style="padding-left: 40px;">(b) if the successful Proposer fails to:</p> <p style="padding-left: 80px;">(i) sign the Contract in accordance with ITP 53; or</p>
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	<p>(ii) furnish a performance security and if required in the PDS, the Environmental and Social (ES) Performance Security, in accordance with ITP 54,</p> <p>the Employer may, if provided for in the PDS, declare the Proposer disqualified to be awarded a contract by the Employer for a period of time as stated in the PDS.</p>
<p>20. Period of Validity of Proposals</p>	<p>20.1 Proposals shall remain valid until the date specified in the PDS or any extended date if amended by the Employer in accordance with ITP 8. A Proposal that is not valid until the date specified in the PDS, or any extended date if amended by the Employer in accordance with ITP 8, shall be rejected by the Employer as non-responsive.</p> <p>20.2 In exceptional circumstances, prior to the date of expiry of the Proposal validity, the Employer may request that the Proposers extend the date of validity until a specified date. The request and the responses to the request shall be made in writing. A Proposer may refuse the request without risking execution of the Proposal-Securing Declaration or forfeiting the Proposal Security. Except as provided in ITP 20.3, a Proposer agreeing to the request will not be required or permitted to modify its Proposal, but will be required to ensure that the Proposal Security is extended for a correspondingly longer period, pursuant to ITP 19.4.</p> <p>20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Proposal validity specified in accordance with ITP 20.1, the contract price will be adjusted as specified in the PDS. Proposal evaluation will be based on the Proposal prices without taking into consideration the above correction.</p>
<p>21. Format and Signing of Proposal</p>	<p>21.1 The original and all copies of the Proposal, each consisting of the documents listed in ITP 12, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Proposer. The authorization must be in writing as specified in the PDS, and included in the Proposal pursuant to ITP 12.2(d). The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal.</p> <p>21.2 In case the Proposer is a JV, the Proposal 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.</p> <p>21.3 The Proposal shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.</p> <p>21.4 The Proposer shall furnish in the Proposal Submission Form (Section IV) information regarding commissions or gratuities, if any,</p>

	paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Proposer be successful.
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D. Submission of Proposals

<p>22. Submission, Sealing and Marking of Proposals</p>	<p>22.1 Unless the PDS states that Proposals are to be submitted electronically the following procedures shall apply.</p> <p>(a) The Proposer shall deliver the Proposal in two separate, sealed envelopes. One envelope containing the Technical Part and the other the Financial Part. These two envelopes shall be enclosed in a sealed outer envelope and clearly marked "Proposal - Original".</p> <p>(b) In addition, the Proposer shall prepare copies of the Proposal, in the number specified in the PDS. Copies of the Technical Part shall be placed in a separate sealed envelope marked "Copies: Technical Part". Copies of the Financial Part shall be placed in a separate sealed envelope marked "Copies: Financial Part". The Proposer shall place both of these envelopes in a separate, sealed outer envelope marked "Proposal - Copies". In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>(c) If alternative Proposals are permitted in accordance with ITP 14, the alternative Proposals shall be submitted as follows: the original of the alternative Proposal Technical Part shall be placed in a sealed envelope marked "Alternative Proposal – Technical Part" and the Financial Part shall be placed in a sealed envelope marked "Alternative Proposal – Financial Part" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "Alternative Proposal – Original", the copies of the alternative Proposal will be placed in separate sealed envelopes marked "Alternative Proposal – Copies Of Technical Part", and "Alternative Proposal – Copies Of Financial Part" and enclosed in a separate sealed outer envelope marked "Alternative Proposal - Copies"</p> <p>22.2 The inner and outer envelopes shall:</p> <p>(a) bear the name and address of the Proposer;</p> <p>(b) be addressed to the Employer, at the address given in the PDS for ITP 23.1; and</p> <p>(c) bear the Contract(s) name, the Invitation for Proposals (RFP) title and number, as specified in the PDS for ITP 1.1, and the statement "Do Not Open Before [time and date]," to be completed with the time and date specified in the PDS for ITP 23.1.</p>
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	<p>22.3 If the outer envelope is not sealed and marked as required by ITP 22.1 and ITP 22.2, the Employer will assume no responsibility for the Proposal's misplacement or premature opening.</p>
<p>23. Deadline for Submission of Proposals</p>	<p>23.1 Proposals must be received by the Employer at the address specified, and no later than the time and date specified, in the PDS. Proposers have the option of submitting their Proposals electronically if specified in the PDS.</p> <p>23.2 The Employer may, at its discretion, extend this deadline for submission of Proposals by amending the RFP Documents in accordance with ITP 8.3, in which case all rights and obligations of the Employer and Proposers will thereafter be subject to the deadline as extended.</p>
<p>24. Late Proposals</p>	<p>24.1 The Employer shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITP 23. Any Proposal received by the Employer after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.</p>
<p>25. Withdrawal, Substitution, and Modification of Proposals</p>	<p>25.1 A Proposer may withdraw, substitute, or modify its Proposal after it has been submitted, and before the deadline for submission of proposals, by sending a written notice, duly signed by an authorized representative, including a copy of the authorization in accordance with ITP 21.1, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:</p> <p>(a) prepared and submitted in accordance with ITP 21 and ITP 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution, ("Technical Part" and/or "Financial Part)" "Modification ("Technical Part" and/or "Financial Part);", and</p> <p>(b) received by the Employer prior to the deadline prescribed for submission of Proposals, in accordance with ITP 23.</p>

E. Opening of Technical Parts of Proposals

<p>26. Opening of Technical Part by Employer</p>	<p>26.1 Except as in the cases specified in ITP 24 and ITP 25, the Employer shall conduct the Technical part opening in public, in the presence of Proposers' designated representatives and anyone who chooses to attend, and at the address, date and time specified in the PDS. Any specific electronic Proposal opening procedures, if permitted, shall be as specified in the PDS.</p> <p>26.2 First, the written notice of withdrawal in the envelopes marked "Withdrawal" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Proposer. No Proposal withdrawal shall be permitted unless the</p>
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	<p>corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.</p> <p>26.3 Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Technical Part being substituted, and the substituted Proposal shall not be opened, but returned to the Proposer. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening.</p> <p>26.4 Next, envelopes marked “Modification” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening.</p> <p>26.5 Next, all other envelopes marked “Technical Part” shall be opened one at a time. All envelopes marked “Financial Part” shall remain sealed, and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Proposals. On opening the Technical Part envelopes, the Employer shall read out: the name of the Proposer and whether there is a modification; the presence or absence of a Proposal security or a Proposal-Securing Declaration; and other details as the Employer, at its discretion, may consider appropriate.</p> <p>26.6 Only Technical Parts of Proposals and Alternative Proposal - Technical Parts that are opened and read out at Proposal opening shall be considered further. At the Proposal opening the Employer shall neither discuss the merits of any Proposal nor reject any Proposal (except for late Proposals, in accordance with ITP 24.1).</p> <p>26.7 The Employer shall prepare a record of the Technical Parts of public opening that shall include, as a minimum: the name of the Proposer and whether there is a withdrawal, substitution, or modification. The Proposers’ representatives who are present shall be requested to sign the record. The omission of a Proposer’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 Proposers who submitted Proposals in time, and posted online when electronic procurement is permitted.</p>
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F. Evaluation of Proposals - General Provisions

<p>27. Confidentiality</p>	<p>27.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Proposers or any other persons not officially concerned with the RFP process until the notification of evaluation of the Technical Part in accordance with ITP 33-</p> <p>27.2 Information relating to the evaluation of the Financial Part and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with the RFP</p>
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	<p>process until the Notification of Intention to Award the Contract is transmitted to all Proposers in accordance with ITP 49.</p> <p>27.3 Any effort by a Proposer to influence the Employer in the evaluation of the Proposals may result in the rejection of its Proposal.</p> <p>27.4 Notwithstanding ITP 27.1 and ITP 27.2, from the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Employer on any matter related to the RFP process, it should do so in writing.</p>
<p>28. Clarification of Proposals</p>	<p>28.1 To assist in the examination, evaluation, and comparison of the Proposals, and qualification of the Proposers, the Employer may, at its discretion, ask any Proposer for a clarification of its Proposal. Any clarification submitted by a Proposer 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.</p> <p>28.2 If a Proposer does not provide clarifications of its Proposal by the date and time set in the Employer's request for clarification, its Proposal may be rejected.</p>
<p>29. Deviations, Reservations, and Omission</p>	<p>29.1 During the evaluation of Proposals, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the RFP document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the RFP document.

G. Evaluation of Technical Parts of Proposals

<p>30. Determination of Responsiveness of Technical Parts</p>	<p>30.1 The Employer will examine the Technical Parts, including any alternatives submitted by Proposers, to determine whether they are complete, have been properly signed, and are generally in order.</p> <p>30.2 The Employer's determination of a Technical Part's substantial responsiveness is to be based on the contents of the Proposal itself. For purposes of this determination, a substantially responsive Proposal is one that materially conforms to the requirements of the RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> (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 RFP Document, the Employer's rights or the Proposer's obligations under the proposed Contract; or
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	<p>(b) if rectified, would unfairly affect the competitive position of other Proposers presenting substantially responsive Proposals.</p> <p>30.3 Provided that a Technical Part is substantially responsive, the Employer may waive any nonmaterial nonconformity in the Proposal.</p> <p>30.4 Provided that a Proposal is substantially responsive, the Employer may request that the Proposer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements.</p> <p>30.5 The Employer will also determine if the Proposals contain departures from the requirements of the RFP Documents (e.g., documentary evidence, responsiveness of the technical proposal, etc.) in such numbers or of such nature that the Proposal cannot reasonably be expected to become responsive within the framework of the single-stage process. In this case, the proposal shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>31. Evaluation of Technical Proposals</p>	<p>31.1 The Employer's evaluation of technical proposals will be carried out as specified in Section III (Evaluation and Qualification Criteria).</p> <p>31.2 The Employer will carry out a detailed technical evaluation of each Technical Proposal that was determined to be substantially responsive in accordance with ITP 30, in order to determine whether the technical aspects of the Proposal are responsive to the requirements set forth in the RFP Documents.</p> <p>31.3 The Employer will also review alternative technical Proposals, if any, offered by the Proposer, pursuant to ITP 14, and evaluate them to determine their acceptability.</p> <p>31.4 The scores to be given to technical factors and sub factors are specified in the PDS.</p>
<p>32. Evaluation of Proposers Qualification</p>	<p>32.1 The Employer shall ascertain to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with ITP 12.2 (e), and Section III (Evaluation and Qualification Criteria) the Proposer continues to be qualified to satisfactorily perform the Contract.</p> <p>32.2 Only Proposals that are both substantially responsive to the RFP document and are qualified shall have their envelopes marked "FINANCIAL PART" opened at the second public opening.</p>
<p>33. Notification of evaluation of Technical Parts</p>	<p>33.1 Following the completion of the evaluation of the Technical Parts of Proposals, the Employer shall make the following notifications:</p>

	<p>(a) Notify in writing those Proposers whose Proposals were considered substantially non-responsive to the requirements in the RFP, advising them of the following information:</p> <ul style="list-style-type: none"> (i) the grounds on which their Technical Part has been considered to be non-responsive; (ii) their envelope marked “Financial Part” will be returned to them unopened after the completion of the Proposal evaluation process and the signing of the Contract; <p>(b) simultaneously, notify in writing those Proposers whose Proposals were considered substantially responsive to the requirements in the RFP, advising them that their Proposal has been evaluated as substantially responsive to the RFP; and</p> <p>(c) notify all Proposers in accordance with the one of following two options:</p> <ul style="list-style-type: none"> (i) <u>Option 1</u>: when BAFO or Negotiations is not to be applied, the date, time and location of the public opening of the envelopes marked ‘Financial Part’, or; (ii) <u>Option 2</u>: when BAFO or Negotiations apply as specified in the PDS ITP 44 and ITP 46 respectively, that: (i) the envelopes marked ‘Financial Part’ will not be opened in public, but in the presence of a Probity Assurance Provider (Probity Auditor) appointed by the Employer, and that (ii) the announcement of the names of the Proposers whose Financial Parts will be opened and the Proposal Price will be deferred to the time that the Notification of Intention to Award the contract is issued.
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H. Opening of Financial Parts

<p>34. Public Opening of Financial Parts when BAFO or negotiations do not apply</p>	<p>34.1 When BAFO or negotiations do not apply as specified in the PDS, the Financial Parts will be opened in public by the Employer in the presence of Proposers, or their designated representatives, and anyone else who chooses to attend. Each envelope marked “Financial Part” shall be inspected to confirm that it has remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Proposer, the technical score, the Proposal Price, per lot (contract) if applicable, including any discounts, the presence or absence of a Proposal Security or Proposal-Securing Declaration, if required and any other details as the Employer may consider appropriate. Only discounts read out at the public opening shall be considered for evaluation. The Letter of Proposal - Financial Part and the Schedule of Rates and Prices (if any) are to be initialed by representatives of the</p>
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	<p>Employer attending the public opening in the manner specified in the PDS.</p> <p>34.2 The Employer shall prepare a record of the Financial Part of the Proposal opening that shall include, as a minimum:</p> <ul style="list-style-type: none"> (a) the name of the Proposers whose Financial Part was opened; (b) the Proposal prices, per lot (contract) if applicable, including any discounts. <p>34.3 The Proposers whose envelopes marked “Financial Part” have been opened, or their representatives who are present, shall be requested to sign the record. The omission of a Proposer’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 Proposers.</p>
<p>35. Opening of Financial Parts when BAFO or negotiations apply</p>	<p>35.1 When, as specified in the PDS, BAFO or negotiations apply the Financial Parts will not be opened in public, and will be opened in the presence of a Probity Assurance Provider appointed by the Employer.</p> <p>35.2 At the opening each of the envelopes marked “Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall record the names of each Proposer, and the Proposal Price and any other details as the Employer may consider appropriate. The Letter of Proposal - Financial Part and the Schedule of Rates and Prices (if any) are to be initialed by representatives of the Employer attending the public opening and by the Consultant’s Representatives.</p> <p>35.3 The Employer shall prepare a record of the opening of the Financial Part envelopes that shall include, as a minimum:</p> <ul style="list-style-type: none"> (a) the name of the Proposers whose Financial Part was opened; (b) the Proposal prices including any discounts; and (c) the Consultant’s Representative’s report of the opening of the Financial Part. <p>35.4 The Probity Assurance Provider shall sign the record. The contents of the envelopes marked ‘Financial Part’ and the record of the opening shall be kept in safe custody by the Employer and not disclosed to anyone until the time of the transmission of the Notification of Intention to Award the contract.</p>

I. Evaluation of Financial Part

<p>36. Nonmaterial Nonconformities</p>	<p>36.1 Provided that a Proposal is substantially responsive, and Proposals have been invited on single responsibility basis in accordance with ITP 15, the Employer:</p> <ul style="list-style-type: none"> (a) may waive any nonconformities in the Proposal; or
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	<p>(b) may request that the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal.</p> <p>36.2 Provided that a Proposal is substantially responsive, and Proposals have been invited to include any part of the Works to be paid according to quantity supplied or work done in accordance with ITP 15, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal 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 Proposers. If the price of the item or component cannot be derived from the price of other substantially responsive Proposers, the Employer shall use its best estimate.</p>
<p>37. Arithmetic Correction</p>	<p>37.1 If Proposals have been invited on single responsibility basis in accordance with ITP 15, the Proposer is deemed to have included all prices in the (lump sum) Total Proposal Price. Arithmetical corrections shall therefore not be made, except that where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.</p> <p>37.2 If Proposals have been invited to include any part of the Works to be paid according to quantity supplied or work done in accordance with ITP 15, the Employer shall correct arithmetical errors only for the price for such part of the Works on the following basis:</p> <p>(a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Proposal Price, the former shall prevail and the latter will be corrected accordingly;</p> <p>(b) 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) above.</p> <p>37.3 A Proposer shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITP 37.1 and ITP 37.2 shall result in the rejection of the Proposal.</p>
<p>38. Conversion to Single Currency</p>	<p>38.1 For evaluation and comparison purposes, the currency (ies) of the Proposal shall be converted into a single currency as specified in the PDS.</p>
<p>39. Margin of Preference</p>	<p>39.1 Unless otherwise specified in the PDS, a margin of preference for domestic Proposers¹ shall not apply.</p>

¹ An individual firm is considered a domestic Proposer 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 Proposer 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

<p>40. Evaluation Process Financial Parts</p>	<p>40.1 To evaluate each Proposal's Financial Part, the Employer shall consider the following:</p> <ul style="list-style-type: none"> (a) the Proposal price, excluding provisional sums and the provision, if any, for contingencies in the Schedule of Rates and Prices (if any), but including Daywork items, where priced competitively; (b) price adjustment for correction of arithmetic errors in accordance with ITP 37; (c) price adjustment due to discounts offered in accordance with ITP 15.7; (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITP 36.2; (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITP 38.1; and (f) any additional evaluation factors indicated in the PDS and detailed in Section III (Evaluation and Qualification Criteria). <p>40.2 If price adjustment is allowed in accordance with ITP 15.5, 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 to account in Proposal evaluation.</p> <p>40.3 If this RFP allows Proposers to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the most advantageous Proposal using the methodology specified in Section III (Evaluation and Qualification Criteria). Discounts that are conditional on the award of more than one lot, or slice shall not be considered for Proposal evaluation.</p>
<p>41. Abnormally Low Proposals</p>	<p>41.1 An Abnormally Low Proposal is one where the Proposal price, in combination with other elements of the Proposal, appears so low that it raises material concerns as to the capability of the Proposer to perform the Contract for the offered Proposal Price.</p> <p>41.2 In the event of identification of a potentially Abnormally Low Proposal, the Employer shall seek written clarifications from the Proposer, including detailed price analyses of its Proposal 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 RFP Document.</p> <p>41.3 After evaluation of the price analyses, in the event that the Employer determines that the Proposer has failed to demonstrate its capability</p>

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.

	to perform the Contract for the offered Proposal Price, the Employer shall reject the Proposal.
42. Unbalanced or Front-Loaded Proposals	<p>42.1 If the Proposal that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded the Employer may require the Proposer to provide written clarifications. Clarifications may include price analyses to demonstrate the consistency of the Proposal prices with the scope of the Works, proposed methodology, schedule and any other requirements of the RFP Document.</p> <p>42.2 After the evaluation of the information and price analyses presented by the Proposer, the Employer may:</p> <ul style="list-style-type: none"> (a) accept the Proposal, or (b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Proposer, to a level not exceeding twenty percent (20%) of the Contract Price; or (c) reject the Proposal.

J. Evaluation of Combined Technical and Financial Part

43. Evaluation of Combined Technical and Financial Proposals	43.1 The Employer's evaluation of responsive Proposals will take to account technical factors, in addition to cost factors in accordance with Section III (Evaluation and Qualification Criteria) . The weight to be assigned for the Technical factors and cost is specified in the PDS . The Employer will rank the Proposals based on the evaluated Proposal score (B).
44. Best and Final Offer (BAFO)	<p>44.1 After completion of the combined technical and financial evaluation of Proposals, if specified in the PDS, the Employer may invite those Proposers to submit their BAFOs. The procedure for submitting BAFOs will be specified in the PDS. BAFO is a final opportunity for Proposers to improve their Proposals without changing the specified business function and performance requirements in accordance with the RFP Document. Proposers are not obliged to submit a BAFO. Where BAFO is used there will be no negotiation after BAFO.</p> <p>44.2 BAFO will apply a two-envelope procurement process. The submission of BAFOs, opening of the Technical Parts and Financial Parts and the evaluation of Proposals will follow the procedures described for the Technical, Financial and Combined evaluation above, as appropriate.</p>
45. Most Advantageous Proposal (MAP)	<p>45.1 The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, and whose Proposal has been determined to be:</p> <ul style="list-style-type: none"> (a) substantially responsive to the RFP; and (b) the best evaluated Proposal i.e., the highest scoring Proposal, in the combined technical and financial evaluation.

<p>46. Negotiations</p>	<p>46.1 If specified in the PDS, the Employer may conduct negotiations following the evaluation of Proposals and before the final contract award. The procedure of the negotiations will be specified in the PDS.</p> <p>46.2 Negotiations shall be held in the presence of Probity Assurance Provider appointed by the Employer.</p> <p>46.3 Negotiations may address any aspect of the contract so long as they do not change the specified business function and performance requirements.</p> <p>46.4 The Employer may negotiate first with the Proposer that has the Most Advantageous Proposal. If the negotiations are unsuccessful the Employer may negotiate with the Proposer that has the next best Most Advantageous Proposal, and so on down the list until a successful negotiated outcome is achieved.</p>
<p>47. Employer's Right to Accept Any Proposal, and to Reject Any or All Proposals</p>	<p>47.1 The Employer reserves the right to accept or reject any Proposal, and to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Proposers. In case of annulment, all Proposals submitted and specifically, Proposal securities shall be promptly returned to the Proposers.</p>
<p>48. Standstill Period</p>	<p>48.1 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 ITP 52. The Standstill Period commences the day after the date the Employer has announced the evaluation report in accordance with PPRA Rule-35.</p>
<p>49. Notification of Intention to Award</p>	<p>49.1 The Employer shall send to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Proposer. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) the name and address of the Proposer submitting the successful Proposal; (b) the Contract price of the successful Proposal; (c) the total combined score of the successful Proposal; (d) the names of all Proposers who submitted Proposals, and their Proposal prices as readout and as evaluated prices and technical score; (e) a statement of the reason(s) the Proposal (of the unsuccessful Proposer to whom the notice is addressed) was unsuccessful; (f) the expiry date of the Standstill Period; and

	(g) instructions on how to request a debriefing or submit a complaint during the standstill period.
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K. Award of Contract

50. Award Criteria	50.1 Subject to ITP 47.1 , the Employer shall award the Contract to the Proposer with the Most Advantageous Proposal, provided that the Proposer is determined to be eligible and qualified to perform the Contract satisfactorily.
51. Notification of Award	<p>51.1 Prior to the date of expiry of the Proposal validity and upon expiry of the Standstill Period, specified in ITP 48.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Proposer, in writing, that its Proposal 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 EPC Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).</p> <p>51.2 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.</p>
52. Debriefing by the Employer	<p>52.1 On receipt of the Borrower’s Notification of Intention to Award referred to in ITP 49, an unsuccessful Proposer 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 Proposers whose request is received within this deadline.</p> <p>52.2 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 Proposers of the extended standstill period.</p> <p>52.3 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.</p> <p>52.4 Debriefings of unsuccessful Proposers may be done in writing or verbally. The Proposer shall bear its own costs of attending such a debriefing meeting.</p>

<p>53. Signing of Contract</p>	<p>53.1 The Employer shall send to the successful Proposer the Letter of Acceptance including the Contract Agreement and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.</p> <p>53.2 The successful Proposer shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.</p>
<p>54. Performance Security</p>	<p>54.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Proposer shall furnish the Performance Security and if required in the PDS, the Environmental and Social (ES) Performance Security, in accordance with the General Conditions, subject to ITP 42.2 (b), using the Performance Security and ES Performance Security Forms included in Section X (Contract Forms) or another form acceptable to the Employer. Failure of the successful Proposer to submit the above-mentioned Performance Security and if required in the PDS, the Environmental and Social (ES) Performance Security, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security. In that event the Employer may award the Contract to the next lowest evaluated Proposer—whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.</p>
<p>55. Procurement Related Complaint</p>	<p>55.1 The procedures for making a Procurement-related Complaint are as specified in the PDS.</p>

SECTION II - PROPOSAL DATA SHEET (PDS)

A. General

ITP 1.1	<p>The Employer is: Water and Power Development Authority (WAPDA), Represented by Chief Engineer/PD ALHPP Liaison Office: Office of Chief Engineer/PD ALHPP, Sunny View Estate, Kashmir Road, Lahore, Pakistan.</p> <p>The name of the RFP is</p> <p style="text-align: center;">EPC Bidding Documents of Attabad Lake Hydropower Project (54 MW) Package-III: Electro-Mechanical Works</p> <p>Mode of Procurement: Single-Stage two Envelope.</p>
ITP 1.3 (a)	<p>The Proposal/ Bids shall be submitted/uploaded through EPADS v2.0 on (www.vendors.epads.gov.pk/). The Proposal/ Bids not submitted/ uploaded on EPADS v2.0 shall not be accepted.</p>
ITP 2.1	<p>The name of the Project is Attabad Lake Hydropower Project (54 MW).</p>
ITP 4.1	<p>Maximum number of members in JV shall be four (04). Registration with Pakistan Engineering Council and FBR Pakistan are mandatory as per requirement outlined Section-III.</p>
ITP 4.5	<p>PPRA's list of debarred firm is https://ppra.gov.pk/#/other/pepra-active-black-listed-firms . A list of debarred firms and individuals is also available on the World Bank's external website: http://www.worldbank.org/debarr</p>
ITP 4.10	<p>Text of this sub-clause stands deleted removed.</p>
ITP 6.1	<p>The ITP 6.1 is replaced with following:</p> <p>The RFP/EPC Bidding Document consists of Three (03) Volumes, Volume-I, Volume-II and Volume-III which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITP 8:</p> <p>VOLUME-I: BIDDING PROCEDURE AND CONDITIONS OF CONTRACT</p> <p>Section I - Instructions to Proposers (ITP) Section II - Proposal Data Sheet (PDS) Section III - Evaluation and Qualification Criteria Section IV - Proposal Forms Section V - Eligible Countries Section VI - Fraud and Corruption Section VII - General Conditions Section VIII - Particular Conditions Part A - Contract Data</p>

	<p>Part B - Special Provisions Section IX - Environmental and Social (ES) Metrics for Progress Reports Section X - Contracts Forms</p> <p>VOLUME-II: EMPLOYER’S REQUIREMENTS</p> <p>Part-I: Specific Provisions Part-II: Technical Provisions for Electro-Mechanical Works Part-III: Conceptual Drawings</p> <p>VOLUME-III: ADDITIONAL INFORMATION</p> <p>Part-I: Feasibility Study Report (2021) Part-II: Feasibility Review/Validation Report (2022) Part-III: Topographic Survey Map Book (2025) Part-IV: Updated Environmental Impact Assessment (EIA) Report (2023)</p>
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B. Contents of RFP/EPC Bidding Document

ITP 7.1	<p>For Clarification of Proposal purposes The Bidders may seek clarifications through EPADS v2.0: Clarification Date: (before)Wednesday, May 6, 2026</p>
ITP 7.1	Web page: Not Applicable
ITP 7.4	<p>A Pre-Proposal meeting shall take place at following date, time and place:</p> <p>Date: April 14, 2026 Time: 1100 hrs. Venue: Conference Hall / Committee room WAPDA House, Lahore.</p>
ITP 11.1	<p>The language of the Proposal is: English. All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English.</p>

C. Preparation of Proposals

ITP 12.2 (j)	<p>The Proposer shall submit as part of its Technical Part the following additional documents:</p> <p>a) Code of Conduct for Contractor’s Personnel (ES) The Proposer shall submit its Code of Conduct that will apply to EPC Contractor’s Personnel (as defined in Sub-Clause 1.1.14 of the General Conditions), to ensure compliance with the EPC Contractor’s Environmental and Social (ES) obligations under the Contract. The Proposer shall use for this purpose the Code of Conduct form provided in Section IV (Proposal Forms). No substantial modifications shall be made to this form, except that the Proposer may introduce additional requirements, including as necessary to take to account specific Contract issues/risks.</p>
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	<p>b) Fraud and Corruption & Integrity pact The Proposer shall use for this purpose the Code of Conduct form provided in Section VI (Fraud and Corruption). No modifications shall be made to this form.</p> <p>c) Registration with Pakistan Engineering Council (in relevant category)</p> <p>d) Registration with FBR Pakistan (for Pakistani Firms).</p>
ITP 12.3 (e)	<p>a) Registration with Pakistan Engineering Council and FBR Pakistan.</p> <p>b) Extracts of Active Tax payer List</p>
ITP 14.1	Alternative Technical Proposal is not allowed.
ITP 15.3	The prices quoted by the Proposer Shall be subject to adjustment during the performance of the Contract.
ITP 16.1	<p>The currency(ies) of the Proposal and the payment currency(ies) shall be in accordance with Alternative A as described below:</p> <p>Alternative A (Proposers to quote entirely in local currency)</p> <p>The prices shall be quoted by the Proposer entirely in Pakistani Rupee (PKR) and further referred to as “the local currency”. A Proposer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Proposal - Table C, the percentage(s) of the Proposal Price (excluding Provisional Sums), needed by the Proposer for the payment of such foreign currency requirements, limited to no more than one (01) foreign currency. However, the portion of Proposal Price (excluding Provisional Sum) for such foreign currency requirement shall not be more than 80%.</p> <p>The rates of exchange to be used by the Proposer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be as specified in the Appendix to Proposal - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Proposer.</p>
ITP 19.1	<p>A Proposal Security Shall be required.</p> <p>A Proposal Security Declaration Shall not be required.</p> <p>The amount and currency of the Proposal Security shall be PKR 120 Million or equivalent amount in freely convertible currencies. Source of Exchange rate shall be State Bank of Pakistan.</p> <p>Web link: https://www.sbp.org.pk/ecodata/rates/m2m/m2m-current.asp</p>
ITP 19.2	<p>Proposal Securing Declaration: Not Applicable</p> <p>Proposal Securing Declaration is deleted as and were appearing in the document.</p>
ITP 19.3	Last para of said Instruction starting from “If an unconditional guarantee...” stands deleted.

ITP 19.3 (d)	None
ITP 20.1	The Proposal shall be valid until 180 days from date of submission of Proposal.
ITP 20.3	Not Applicable
ITP 21.1	The written confirmation of authorization to sign on behalf of the Proposer shall consist of: An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Proposal on behalf of, and to legally bound, the Proposer. If the Proposer is an intended or an existing Joint Venture, the power of attorney shall be signed by all JV Partners and shall specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bound, the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture Partners of their intent to enter into a Joint Venture in the event of a Contract Award in accordance with ITP 12.2.

D. Submission of Proposals

ITP 22.1 (b)	The original Proposal shall be submitted/uploaded on EPADs v2.0 at (www.vendors.epads.gov.pk/) Original Bid Security / Proposal Security instrument amounting to Rs.120 Million shall be submitted to the address provided in ITP 23.1 on or before last date of submission or submission in person before the bid date and submission time. The Proposer shall provide complete searchable PDF version.
ITP 23.1	The Proposal / Bids shall be submitted/uploaded on EPADs v2.0 at (www.vendors.epads.gov.pk/). Proposal / Bids not submitted/uploaded on EPADs shall not be accepted. For Proposal Submission Purposes (Original Bid Security) only, the Employer's address is: Liaison Office: Office of Chief Engineer / PD ALHPP, Sunny View Estate Kashmir Road, Lahore. Telephone: 0092-42-99204981 0092-42-3334481116 Electronic Mail Address: gmpna01@gmail.com , pdalhpp@gmail.com Date: May 14, 2026 Time: 1100 hrs.
ITP 23.1	The Electronic bids shall be submitted/uploaded through EPADs v2.0 on (www.vendors.epads.gov.pk/).

E. Opening of Technical Parts of Proposals

ITP 26.1	The Electronic Bids/Proposal Opening on EPADs v2.0 shall take place on: Date: May 14, 2026 Time: 1130 hrs. Venue: WAPDA Auditorium, WAPDA House, Sharah-e-Quaid-e-Azam Lahore, Punjab, Pakistan
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G. Evaluation of Technical Parts of Proposals

ITP 31.3	The text of this sub-clause stands deleted/removed.	
ITP 31.4	The technical factors (sub-factors) and the corresponding weight in percentages are:	
	Technical Factor	Weightage in Percentage %
	Proposed Works	
	1. To what extent the Proposed Works (Proposed Generating Capacity) exceed the Employer's Requirements (Evaluation shall be based on the output at Step up Transformer Terminals)	5
	Approach and Methodology	
	2. Technical Plant Data (E&M Works) Evaluation shall be based on the following requirements:	20
	a) Technical schedules mentioned in the end of Technical Provisions (Vol-II Part-II)	40%
	b) Sub-Contractor's/Manufacturer's list Higher scores shall be awarded to Proposer's proposing equipment from manufacturers with proven experience in successful design, manufacture, testing and commissioning of similar Electro-Mechanical equipment in hydropower projects of comparable capacity and head.	30%
c) Technical Standards (As per latest International Standards as given in Employer Requirements)	20%	
d) Type test and under Taking	10%	
The above- mentioned items shall be checked for each E&M equipment / System		
3. Design Methodology		
Evaluation shall be based on the following requirements: The Design Proposal shall demonstrate the Proposer's understanding of the Project and present a comprehensive technical solution for the Electro-Mechanical works, including Francis Turbine, Governor, Main Inlet Valve, Synchronous Generator, Power Transformer, 132 kV Switchgear and Hydraulic Gates. The Proposal shall clearly describe the design philosophy, compliance with applicable standards, interface with Civil Works, and long-term operational reliability of the plant.		10
a) Overview		
b) References		
c) Design criteria and basis		

	<p>d) Technical narrative e) Process flow diagram f) Process design and calculation of components (including structural modelling and Load application) g) Layout arrangement, component plans and spot details in A3 h) Proposed design deliverables for Contract execution i) Site Investigation Reports (optional)</p> <p>The Works shall be designed to withstand all description in accordance with the Employer's Requirements, and the appropriate codes and standards.</p>	
	<p>4. Testing and Commissioning Strategy</p> <p>The Contractor shall submit a comprehensive Testing and Commissioning Strategy covering factory tests, site installation verification, pre-commissioning, commissioning, performance and reliability tests for all Electro-Mechanical equipment.</p>	10
	<p>5. Method Statement for key construction activities for critical equipment</p> <p>The Proposer shall submit Method Statements for key installation and erection activities of all major Electro-Mechanical equipment. The Method Statements shall describe the installation sequence, transportation requirements from shipping port to Site, fabrication locations, tools and key equipment (as per listed under clause 1.4), quality control measures, safety precautions, and interface with other works. The methodology shall also demonstrate the Proposer's experience in similar type hydropower projects and complexity.</p> <p>See specific requirements for method statement under Section IV Proposal Forms.</p>	15
	<p>6. Optimization of Timelines for E&M Equipment</p> <p>The Proposer may propose optimization of timelines for Electro-Mechanical works within the overall completion period defined by the Employer. The Proposal shall clearly identify areas of schedule optimization, interface with Civil Works, associated risks and mitigation measures, and resource deployment. The optimized schedule shall be supported by a detailed program and shall not compromise safety, quality, testing requirements, or performance guarantees.</p>	10
	<p>7. Code of Conduct</p>	5

<p>The Proposer shall submit a project-specific Code of Conduct, based on the template provided in the Bidding Documents, signed by an authorized representative. The submission shall include an implementation and monitoring plan describing how the Code will be communicated, enforced, monitored, and how breaches will be addressed. The Code of Conduct, once accepted, shall be part of the Contract and enforceable. See specific requirements for code of conduct under Section IV Proposal Forms.</p>	
<p>8. EPC/Turnkey Work Program</p> <p>The Proposer shall set out a work program for design and construction of the Works as per attached Proposal Forms. See specific requirements for work program under Section IV Proposal Forms.</p>	5
<p>9. Key Personnel qualifications, Contract Personnel Organization, experience and resource schedule (The likely key specialists required to execute the contract are listed under clause 1.3 (1A))</p> <p>Project Manager</p> <p>Design Team Leader</p> <p>Contracts Manager</p> <p>Quality Control Managers</p> <p>Testing and Commissioning Manager</p> <p>Health and Safety Manager</p> <p>Welding Experts</p> <p>Environmental and Social Expert</p> <p>Construction Chief Site Manager</p> <p>Planning and Scheduling Engineer</p>	<p style="text-align: center;">10</p> <p style="text-align: center;">20%</p> <p style="text-align: center;">20%</p> <p style="text-align: center;">10%</p> <p style="text-align: center;">10%</p> <p style="text-align: center;">10%</p> <p style="text-align: center;">5%</p> <p style="text-align: center;">5%</p> <p style="text-align: center;">5%</p> <p style="text-align: center;">10%</p> <p style="text-align: center;">5%</p>
<p>10. Risk Assessment and proposed management plan</p> <p>The Proposer is required to assess the Project risks and suggest the proposed remedial measures, for various stages during the execution of the project. The Proposer should be able to list any risks and constraints involved that could affect</p>	5

	the sequence / progress of works. See specific requirements for Risk Assessment under Section IV Proposal Forms.	
	11. Environmental, Social, Health and Safety (ESHS) The Proposer's shall provide an ESHS Methodology providing information on how the Proposer's shall meet the requirements and objectives specified in Section IV Proposal Forms.	5
	a) ES Approach and methodology as per the requirements mentioned in the design Proposal under technical Proposal forms.	25%
	b) Sustainable procurement Proposal	25%
	c) Specific experience in ESHS aspects as per the form EXP 4.2 (c)	50%
ITP 38.1	<p>The currency that shall be used for Proposal evaluation and comparison purposes to convert, at the selling exchange rate, all Proposal prices expressed in various currencies into a single currency is: Pakistani Rupee (PKR)</p> <p>The source of exchange rate shall be: TT Selling Rates Published or authorized by State Bank of Pakistan.</p> <p>The date for the exchange rate shall be the deadline for submission of Proposals as specified in ITP 23.1, unless otherwise specified by the Employer.</p> <p>The currency(ies) of the Proposal and the payment currency(ies) shall be in accordance with Alternative A as described below:</p> <p>Alternative A (Proposers to quote entirely in local currency)</p> <p>For comparison of Proposals, the Proposal Price, corrected pursuant to ITP 37.1, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Proposer in accordance with ITP 16.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Proposal Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.</p>	
ITP 39.1	A margin of domestic preference Shall not Apply .	
ITP 40.1 (f)	<p>The adjustments shall be determined using the following criteria as detailed in Section III (Evaluation and Qualification Criteria):</p> <p>a) Performance Guarantees of the Plant and Installation Services.</p>	

J. Evaluation of Combined Technical and Financial Parts

ITP 43.1	<p>The weight to be given for cost is: 0.7</p> <p>The weight to be given for technical is: 0.3</p>
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ITP 44.1	BAFO does not apply.
ITP 46.1	Negotiation does not apply.
ITP 49	The text of this ITP 49 is amended as under: Announcement of combined results will be announced as per PPRA Rule No. 35.

K. Award of Contract

ITP 52	Not Applicable
ITP 53.1	The successful Proposer shall submit the Beneficial Ownership Disclosure Form.
ITP 54.1	ES Performance Security: Not Required The Performance Security shall be of an amount equal to 10% of the Accepted Contract Amount stated in the Letter of Acceptance.
ITP 55.1	Grievance against this procurement shall be submitted online on EPADS v2.0. Grievance Redressal Committee (GRC) WAPDA Convener: General Manger (M&S) 414-WAPDA House, Shahrah-e-Quaid-e-Azam, Lahore, Pakistan.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

A. Technical Part

1. Qualification Criteria and Requirements

Eligibility and Qualification information described here below must be met by the legal entity(ies) comprising the Proposer, and not the Proposer's/JV partner's sister or parent companies, subsidiaries or affiliates.

Eligibility and Qualification Criteria			Compliance Requirements				Document / Form
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
A. Eligibility							
1.1	Nationality	Nationality in accordance with ITP 4.4	Must meet requirement	N/A	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 ITP 4.2	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Proposal Technical Part
1.3	Eligibility	Not having been declared ineligible by the Government of Islamic Republic of Pakistan, as described in ITP 4.8	Must meet requirement	N/A	Must meet requirement	N/A	Form ELI 1.1
1.4	State-owned Entity of the Employer's	Proposer is required to meet the conditions of ITP 4.6	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Document / Form
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
	Country						
1.5	United Nations resolution or Employer's country law	Not having been excluded as a result of prohibition in the Employer's country laws or official regulations against commercial relations with the Proposer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITP 4.8 and 5.1 and Section V.	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI 1.1 and 1.2, with attachments
1.6	Pakistan Engineering Council (PEC) Licensing	The Proposer shall be duly licensed by the Pakistan Engineering Council (PEC) for the year 2026 in Category C-A. In case of JV, the lead firm must fulfill the C-A category ¹ .	Must meet requirement	N/A	Must meet category requirement as per share	Lead partner must meet C-A category.	Provisional / standard PEC license. In case validity of License has expired, application for renewal of required category while other JV partners shall have a least category (as per

¹ Foreign firm will be required to submit provisional PEC License in relevant category before submission of Bidding Documents. Standard PEC License shall be mandatory after award of contract.

Eligibility and Qualification Criteria			Compliance Requirements				Document / Form
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
							requirement).
1.7	Pakistani Firm Tax Registration	The firm shall be registered with Income Tax and Sales Tax Departments and must be on Active Taxpayer List of the Federal Board of Revenue Pakistan at the time of submission of its Proposal.	Must meet requirement ²	N/A	Must meet requirement	N/A	Income Tax Certificate. Extracts of ATL.
B. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ³ did not occur as a result of EPC Contractor's default since 1 st January 2010	Must meet requirement	Must meet requirement	Must meet requirement ⁴	N/A	Form CON 2
2.2	Suspension	Not under suspension	Must meet	Must meet	Must meet	N/A	Letter of Proposal

² For Pakistani Firms only.

³ Non-performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the EPC 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 EPC 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 Proposer have been exhausted.

⁴ This requirement also applies to contracts executed by the Proposer as JV member.

Eligibility and Qualification Criteria			Compliance Requirements				Document / Form
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
	Based on Execution of Bid/Proposal Securing Declaration by the Employer	based on execution of a Bid/Proposal Securing Declaration pursuant to ITP 19.	requirement	requirement	requirement		Technical Part
2.3	Pending Litigation	Proposer's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Proposer.	Must meet requirement	N/A	Must meet requirement	N/A	Form CON 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Proposer ⁵ since 1 st January 2010	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON 2

⁵ The Proposer shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last Fifteen (15) years. A consistent history of awards against the Proposer or any member of a joint venture may result in rejection of the Proposal.

Eligibility and Qualification Criteria			Compliance Requirements			Document / Form	
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
2.5	Declaration: Environmental, Social, Health and Safety (ESHS) past performance	Declare any E&M work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, social, health or safety (including Sexual Exploitation and Abuse) contractual obligations in the past Fifteen (15) years ⁶ .	Must make the declaration. (including each Specialized Sub-contractor)	N/A	Each must make the declaration. (including each Specialized Sub-contractor)	N/A	Form CON 3 ES Performance Declaration
2.6	Employer's SEA and/or SH Disqualification	(i) At the time of Contract Award, not subject to disqualification by the Employer's for non-compliance with SEA / SH obligations. (ii) If the Proposer had been subject to disqualification by the Employer's for non-	Must meet requirement (including each Sub-contractor)	N/A	Must meet requirement (including each Sub-contractor)	N/A	Application Submission Letter, Form CON 4

⁶ The Employer may use this information to seek further information or clarifications during the bidding stage and the associated due diligence.

Eligibility and Qualification Criteria			Compliance Requirements				Document / Form
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		compliance with SEA / SH obligations, the Proposer shall either (a) provide evidence of an arbitral award on the disqualification made in its favour; or (b) demonstrate that it has adequate capacity and commitment to comply with SEA / SH prevention and response obligations; or (c) provide evidence that it has already demonstrated such capacity and commitment for another Employer's financed works contract.					
C. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Proposer shall demonstrate that it has access to, or has	Must meet requirement	Must meet requirement. Lead firm must	N/A	N/A	Form FIN 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Document / Form
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		<p>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 650 Million or equivalent for the subject contract(s) net of the Proposers other commitments.</p> <p>(ii) The Proposer 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.</p>	Must meet requirement	meet 40% of the requirement Must meet requirement	N/A	N/A	

Eligibility and Qualification Criteria			Compliance Requirements				Document / Form
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		(iii) The audited balance sheets for past three (03) years or, if not required by the laws of the Proposer's country, other financial statements acceptable to the Employer, for the last three (03) years shall be submitted and must demonstrate the current soundness of the Proposer's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Construction Turnover	(i) Minimum average annual construction turnover of PKR 3,000 Million or equivalent calculated as total certified payments received for contracts in	Must meet requirement	Must meet requirement	Each member must meet as per his share in JV.	Lead Partner must have minimum forty (40%) percent share.	Form FIN 3.2

Eligibility and Qualification Criteria			Compliance Requirements			Document / Form	
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		progress and/or completed within the last three (03) years.					

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement			Document/Form	
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
4.1	General Experience <i>(To substantiate the experience, Proposer shall submit Authenticated Taking Over Certificates and other relevant</i>	Experience in the role of Prime Contractor, JV Member, Sub-Contractor or Management Contractor of at least fifteen (15) years.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP 4.1

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement				Document/Form
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
	<i>documents.)</i>						
4.2 (a)	Specific Construction & Contract Management Experience⁷ <i>(To substantiate the experience, Proposer shall submit Authenticated Taking Over Certificates and</i>	The Employer accepts any of the key activities listed under to be Sub-Contracted. These Key Activities may be complied with the Proposer or by its proposed Specialized Sub-Contractor. A minimum number of Contracts specified below that have been satisfactorily Completed	Must meet requirement (The Criteria can be met through specialized Sub-Contractor)	Must meet requirement	N/A	Must meet requirements (The Criteria can be met through specialized Sub-Contractor)	Form EXP 4.2(a)

⁷ The Employer accepts experience listed in Form EXP 4.2(a) (*Specific Construction & Contract Management Experience*) to be Subcontracted. They may be complied with by the Proposer or by its proposed specialized Subcontractor. The Proposer shall provide Subcontractors authorization using form Subcontractor's / Manufacturer's Authorization Form, provided in Section-IV (Proposal Forms).

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement				Document/Form
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
	<i>other relevant documents.)</i>	as a Prime Contractor, Joint Venture Member, Management Contractor or Sub-Contractor between January 01, 2005 and Proposal submission deadline: Either (i) One Contract of Hydropower Project of 45 MW or higher and should be in successful commercial operation for one year Or Two (02) separate Contracts of Hydropower Projects totaling 45 MW or					

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement				Document/Form
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		<p>higher and at-least one should be in successful commercial operation for one year.</p> <p>To fulfill the above, Plant Engineering Design firm experience required to integrate the Project. The Qualification requirement mentioned in Specific Provisions (Volume-II Part-I) under Sub-Clause 1.4.</p>					
4.2 (b)	Experience in Key Activities <i>(To substantiate</i>	The Employer accepts any of the key activities listed under to be Sub-Contracted. These Key Activities may be	Must meet requirements (The Criteria can be met through Manufacturer	Must meet requirements		Must meet the requirements (The Criteria can be met through Manufacturer / specialized Sub-	Form EXP 4.2(b)

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement				Document/Form
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
	<i>the experience, Proposer shall submit Authenticated Taking Over Certificates, Manufacturers Authorization Letter etc. and other relevant documents.)</i>	<p>complied with the Proposer or by its proposed Specialized Sub-Contractor⁸.</p> <p>For the above and any other Contracts completed and under implementation as Prime Contractor, Joint Venture Member, Management Contractor or Sub-Contractor⁹ between January 01, 2005 and Proposal</p>	/ specialized Sub-Contractor)			Contractor)	

⁸ In the case of a Proposer who offers to supply and install major Equipment of Plant under the Contract, which the Proposer did not manufacture or otherwise produce, the Proposer shall provide the Manufacturer's Authorization Letter, using the form provided in Section IV (Proposal Forms), showing that the Proposer has been duly authorized by the Manufacturer or Producer of the related Plant and Equipment or component to supply and install that Equipment in the Employer's country. Failure to submit the Manufacturer's Authorization Letter at the first instance is considered a minor, Non-Material omission and shall be subject to clarification. However, failure of the Proposer to submit the omitted Authorization Letter shall lead to rejection of the Subcontractor or Manufacturer.

⁹ For the Contracts under which the Proposer participated as a JV Member or Subcontractor, only the Proposer's share by value shall be considered to meet this requirement. Instead, each Contract performed by each JV 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.

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement				Document/Form
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		submission deadline, a minimum experience in the following key activities successfully completed ¹⁰ : At least One (01) Contract of Design, Manufacturing, Installation, Testing and Commissioning of the following minimum major Plant Equipment: (i) Turbine 15 MW (Francis) (ii) Governor (iii) Main Inlet Valve (iv) Synchronous Generator 18 MVA					

¹⁰ Volume of production of any key activity can be demonstrated in one or more Contracts combined if executed during same time period.

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement				Document/Form
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		(v) Generator Step Up Transformer 20 MVA (vi) 132 kV Switchgear (vii)Hydraulic Gate The minimum Criteria will be applied to all Sub-Contractors/Manufacturers who are intended to be used: 1. The proposed Suppliers must demonstrate at least twenty (20) years of business starting from January 01, 1997 on International Projects outside their home countries with similar equipment					

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement				Document/Form
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		<p>designed according to International Standards.</p> <p>Main Plant Equipment i.e. Francis Turbine, Governor, Main Inlet Valve, Synchronous Generator, Power Transformer, 132 kV Switchgear and Hydraulic Gates shall comply with International Standards as mentioned in Employer's Requirements.</p>					
4.2 (c)	Specific Experience in managing ESHS aspects	For the Contracts in Form Exp 4.2 (a) above and / or any other Contracts [completed	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP 4.2 (c)

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement				Document/Form
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		<p>and under implementation] as a Prime Contractor, Joint Venture Member, or Sub-Contractor between January 01, 2005 and Proposal submission deadline, experience in Managing ESHS risks and impacts in the following aspects:</p> <ul style="list-style-type: none"> • Details of Safety Records / Statistics in terms of lost time incident frequency and any deaths. • Project ESHS Plan used (including Key Performance Indicators and ESHS 					

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement				Document/Form
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		Reporting to Employer) • Organization / Institutional Chart and Responsibilities for the Project with reference to the ESHS Aspects. • Experience of implementing Site Specific Environmental Management Plans such as: a. Site Restoration Plan b. Waste Management Plan c. Hazardous					

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement				Document/Form
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		Waste Management Plan d. Traffic Management Plan <ul style="list-style-type: none"> • Experience of implementing Site Specific Health and Safety Management Plans • HSE Communication Tools (the measures taken to spread awareness and communicate hazards & risks at site such as HSE team meetings, safety posters, 					

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement				Document/Form
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		incident reporting etc.) • ESHS Control Plan for Sub-Contractors • Emergency Preparedness and Response Plan • Systems for Capturing ESHS Incidents, Accidents and Near Misses • ESHS Audits Plan • Risk Assessment / Mitigation Plan • Strategy for Staff and Labor Recruitment of temporary workforce and local labor,					

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement				Document/Form
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		worker grievance mechanism • Strategy for communication and interaction with stakeholders and local communities Certificates: Availability of a valid ISO Certification as below: a) Quality Management Certificate ISO 9001:2015 b) Environmental Management Certificate ISO 14001.2015. c) Occupational					

D. Experience							
Eligibility and Qualification Criteria			Compliance Requirement				Document/Form
Sr. No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		Health and Safety Management Certificate OHSAS ISO 45001:2018.					

Note: The qualification procedure for Plant Equipment other than those specified in Qualification and Evaluation Criteria under Clause 4.2(b), may be conducted after the Award of the Contract. The Qualification Criteria for such Plant items, as stipulated in the Specific Provisions (Volume-II, Part-I, Clause 1.5), shall be met by the successful Proposer.

1.3 EPC Contractor's Representative and Key Personnel

The Proposer must demonstrate that it will have a suitably qualified EPC Contractor's Representative and suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the Employer's Requirements.

The Proposer shall provide details of the EPC Contractor's Representative and Key Personnel and such other Key Personnel that the Proposer considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Proposer shall complete the relevant Forms in **Section IV (Proposal Forms)**.

The Proposer must demonstrate that it has the Personnel for the key positions that meet the following requirements:

Sr No.	Title of Position	Total Work Experience (years)	Experience in Similar Work (years)	Educational Experience
1A	Key Personnel			
1	Project Manager	20	15	Master Degree in Electrical/Mechanical Engineering
2	Design Team Leader	20	15	Master Degree in Electrical/Mechanical Engineering
3	Contracts Manager	15	10	BSc Engineering Electrical/Mechanical
4	Quality Control Managers	15	10	BSc Engineering Electrical/Mechanical
5	Testing and Commissioning Manager	20	15	BSc in Electrical/Mechanical Engineering
6	Health and Safety Manager	15	10	BSc Engineering with international certification
7	Welding Experts	15	10	BSc in Mechanical Engineering with international certification
8	Environmental and Social Expert	15	10	BSc Environment
9	Construction Chief Site Manager	15	10	BSc in Electrical/Mechanical Engineering
10	Planning and scheduling Engineer	15	10	BSc in Electrical/Mechanical Engineering
11	Control & Instrumentation Engineer	15	10	BSc in Electrical Engineering

Sr No.	Title of Position	Total Work Experience (years)	Experience in Similar Work (years)	Educational Experience
12	Electrical Expert	15	10	Master degree in Electrical Engineering
13	Mechanical Expert	15	10	Master degree in Mechanical Engineering
1B	Non-Key Personnel			
1	Mechanical Engineers	15	10	BSc in Mechanical Engineering
2	Electrical Engineers	15	10	BSc in Electrical Engineering
3	Control & Instrumentation Engineer	15	10	BSc in Electrical Engineering
4	Telecommunication Engineer	15	10	BSc in Electrical/Telecom Engineering
5	Design Engineer Mechanical	15	10	BSc Degree in Mechanical Engineering
6	Design Engineer Electrical	15	10	BSc Degree in Electrical Engineering
7	Erection Engineer Mechanical (Turbine and Auxiliaries)	15	10	BSc in Mechanical Engineering
8	Erection Engineer Electrical (Generator and Auxiliaries)	15	10	BSc in Electrical Engineering
9	Commissioning Engineers Electrical	15	10	BSc in Electrical Engineering
10	Commissioning Engineers Mechanical	15	10	BSc in Mechanical Engineering
11	Environmental Engineers	15	10	BSc Environment
12	Surveyor	15	10	Technical Diploma
13	Procurement Manager	15	10	BSc Engineering
14	Safety Officer	15	10	Technical Diploma
15	Quality Control Inspector	15	10	Technical Diploma

1.4 Equipment

The Proposer shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program. The Proposer must demonstrate that it has the following Key Equipment that meet the requirements.

The Proposer also shall provide details in the relevant Form in **Section IV (Proposal Forms)**.

Sr No.	Key Equipment
1	Cranes
2	Hydraulic Power Units (if required)
3	Pumps
4	Generators
5	Welding Equipment
6	Surveying Instruments
7	Safety Equipment
8	Ventilation System
9	Ground Support Equipment
10	Testing equipment and Tools
11	Stator core erection machine
12	Erection machines
13	Drilling Equipment

1.5 Sub-Contractors

Any Specialized Sub-Contractor identified at the time of submission of Proposal shall continue to meet the applicable requirements set forth in **ITP 4**. The Proposer can only propose Specialized Sub-Contractor for parts of works permitted under Form EXP 4.2(a) **Specific Construction and Contract Management Experience** and Form EXP 4.2(b) **Specific Experience in Key Activities**.

A. Evaluation of Technical Part (ITP 31)

The technical factors (sub-factors) and the corresponding weight in percentages are:

Technical Factor	Weightage in Percentage %
Proposed Works	
1. To what extent the Proposed Works (Proposed Generating Capacity) exceed the Employer's Requirements (Evaluation shall be based on the output at Step up Transformer Terminals)	5
Approach and Methodology	
2. Technical Plant Data (E&M Works) Evaluation shall be based on the following requirements:	20
a) Technical schedules mentioned in the end of Technical Provisions (Vol-II Part-II)	40%
b) Sub-Contractor's/Manufacturer's list	30%
Higher scores shall be awarded to Proposer's proposing equipment from manufacturers with proven experience in successful design, manufacture,	

Technical Factor	Weightage in Percentage %
testing and commissioning of similar Electro-Mechanical equipment in hydropower projects of comparable capacity and head.	
c) Technical Standards (As per latest International Standards as given in Employer Requirements)	20%
d) Type test and under Taking The above- mentioned items shall be checked for each E&M equipment / System	10%
<p>3. Design Methodology</p> <p>Evaluation shall be based on the following requirements: The Design Proposal shall demonstrate the Proposer's understanding of the Project and present a comprehensive technical solution for the Electro-Mechanical works, including Francis Turbine, Governor, Main Inlet Valve, Synchronous Generator, Power Transformer, 132 kV Switchgear and Hydraulic Gates. The Proposal shall clearly describe the design philosophy, compliance with applicable standards, interface with Civil Works, and long-term operational reliability of the plant.</p> <p>a) Overview b) References c) Design criteria and basis d) Technical narrative e) Process flow diagram f) Process design and calculation of components (including structural modelling and Load application) g) Layout arrangement, component plans and spot details in A3 h) Proposed design deliverables for Contract execution i) Site Investigation Reports (optional)</p> <p>The Works shall be designed to withstand all description in accordance with the Employer's Requirements, and the appropriate codes and standards.</p>	10
<p>4. Testing and Commissioning Strategy</p> <p>The Contractor shall submit a comprehensive Testing and Commissioning Strategy covering factory tests, site installation verification, pre-commissioning, commissioning, performance and reliability tests for all Electro-Mechanical equipment.</p>	10
<p>5. Method Statement for key construction activities for critical equipment</p> <p>The Proposer shall submit Method Statements for key installation and erection activities of all major Electro-Mechanical equipment. The Method Statements shall describe the installation sequence, transportation requirements from shipping port to Site, fabrication locations, tools and key equipment (as per listed under clause 1.4), quality control measures,</p>	15

Technical Factor	Weightage in Percentage %
<p>safety precautions, and interface with other works. The methodology shall also demonstrate the Proposer's experience in similar type hydropower projects and complexity.</p> <p>See specific requirements for method statement under Section IV Proposal Forms.</p>	
<p>6. Optimization of Timelines for E&M Equipment</p> <p>The Proposer may propose optimization of timelines for Electro-Mechanical works within the overall completion period defined by the Employer. The Proposal shall clearly identify areas of schedule optimization, interface with Civil Works, associated risks and mitigation measures, and resource deployment. The optimized schedule shall be supported by a detailed program and shall not compromise safety, quality, testing requirements, or performance guarantees.</p>	10
<p>7. Code of Conduct</p> <p>The Proposer shall submit a Project-specific Code of Conduct, based on the template provided in the Bidding Documents, signed by an authorized representative. The submission shall include an implementation and monitoring plan describing how the Code will be communicated, enforced, monitored, and how breaches will be addressed. The Code of Conduct, once accepted, shall be part of the Contract and enforceable. See specific requirements for code of conduct under Section IV Proposal Forms.</p>	5
<p>8. EPC/Turnkey Work Program</p> <p>The Proposer shall set out a work program for design and construction of the Works as per attached Proposal Forms. See specific requirements for work program under Section IV Proposal Forms.</p>	5
<p>9. Key Personnel qualifications, Contract Personnel Organization, experience and resource schedule (The likely key specialists required to execute the contract are listed under Clause 1.3 (1A))</p> <p>Project Manager</p> <p>Design Team Leader</p> <p>Contracts Manager</p> <p>Quality Control Manager</p> <p>Testing and Commissioning Manager</p> <p>Health and Safety Manager</p> <p>Welding Experts</p>	<p>10</p> <p>15%</p> <p>10%</p> <p>10%</p> <p>10%</p> <p>10%</p> <p>5%</p> <p>5%</p>

Technical Factor	Weightage in Percentage %
Environmental and Social Expert	
Construction Chief Site Manager	5%
Planning and Scheduling Engineer	10%
Control and Instrumentation Engineer	5%
Mechanical Expert	5%
Electrical Expert	5%
	5%
10. Risk Assessment and proposed management plan	5
<p>The Proposer is required to assess the project risks and suggest the proposed remedial measures, for various stages during the execution of the Project. The Proposer should be able to list any risks and constraints involved that could affect the sequence / progress of works. See specific requirements for Risk Assessment under Section IV Proposal Forms.</p>	
11. Environmental, Social, Health and Safety (ESHS)	5
<p>The Proposer's shall provide an ESHS Methodology providing information on how the Proposer's shall meet the requirements and objectives specified in Section IV Proposal Forms.</p>	
a) ES Approach and methodology as per the requirements mentioned in the design Proposal under technical Proposal forms.	25%
b) Sustainable procurement Proposal	25%
c) Specific experience in ESHS aspects as per the form EXP 4.2 (c)	50%

The technical factors evaluated and the scores to be given to sub-factors of above as under:

Score (of the total score for the factor/sub-factor as applicable)	Description	Remarks
0	Required feature is absent; no relevant information to demonstrate how the requirement is met	0
1	Required feature present with deficiencies such as insufficient or information that lacks clarity	50%
2	Sufficient information to demonstrate how the requirement will be met	80%

Score (of the total score for the factor/sub-factor as applicable)	Description	Remarks
3	Sufficient information to demonstrate that the requirement will be marginally exceeded	90%
4	Sufficient information that significantly exceed the requirement/ Proposal contributes to significant value addition	100%

Technical Proposal Scoring Methodology

If as per **ITP 31.4**, the technical factors (and sub- factors, if applicable) are weighted in terms of relevance, the total technical score would be the weighted average in percent.

The score for each sub-factor (i) within a factor (j) will be combined with the scores of sub-factors in the same factor as a weighted sum to form the Factor Technical Score using the following formula:

Where:

t_{ji} = the technical score for sub- factor “i” in factor “j”

w_{ji} = the weight of sub- factor “i” in factor “j”,

k = the number of scored sub-factors in factor “j”

$$\text{and } \sum_{i=1}^k w_{ji} = 1$$

The Factor Technical Scores will be combined in a weighted sum to form the total Technical Proposal Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

S_j = the Factor Technical Score of factor “j”

W_j = the weight of factor “j” as specified **in the PDS**

n = the number of Factors

$$\text{and } \sum_{j=1}^n W_j = 1$$

B. Financial Part

The Financial part of the Proposal shall be evaluated as per ITP 36, 37 and 38 and also criteria provided hereunder

1. Margin of Preference

Not Applicable

2. Evaluation of Financial Part (ITP 40.1(f))

The following factors and methods will apply in accordance with *ITP 40.1 (f) of the PDS*:

(a) Evaluation Criteria of the Plant and Installation Services

The evaluation criteria are specified in the following table:

Table 3-1 Evaluation Criteria of the Plant and Installation Services

Plant and Installation Services	Minimum Efficiency Requirement
1. Turbines	93%
2. Generators	98%
3. Generator transformers	99%

In the event that the Rated Capacity of the Unit proposed by the Proposer exceeds the guaranteed capacity (18.56MW), the Bid/ Proposal price will be reduced by 2000 USD per kW for each unit exceeding the guaranteed capacity and reduction in the contract price shall apply solely for evaluation purpose.

The Proposer will be disqualified if it is unable to meet the minimum efficiency and rated capacity requirements given above and substantiate by providing certificates from previous Employer/Owners confirming that the installed equipment met the required performance levels (efficiency and rated capacity), certificates should mention:

- Actual efficiency achieved during site testing.
- Any deviations from the design efficiency.
- Confirmation that the plant is in successful operation.

C. Combined Evaluation

The Employer will evaluate and compare the Proposals that have been determined to be substantially responsive.

An Evaluated Proposal Score (B) will be calculated for each responsive Proposal using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each Proposal:

$$B = \frac{C_{low}}{C} * X * 100 + \frac{T}{T_{high}} * (1 - X) * 100$$

Where:

- C = Evaluated Proposal Cost
- C_{low} = The lowest of all Evaluated Proposal Cost among responsive Proposals
- T = The total Technical Score awarded to the Proposal
- T_{high} = The Technical Score achieved by the Proposal that was scored best among all responsive Proposals
- X = Weight for Cost as specified in the PDS

The Proposal with the best evaluated Proposal Score (B) among responsive Proposals shall be the Most Advantageous Proposal provided the Proposer is qualified to perform the Contract.

SECTION IV - PROPOSAL FORMS

Proposal Forms

Letter of Proposal - Technical Part

Date of this Proposal submission:

RFP No.: BD/ICB-ALHPP-03

To: Water and Power Development Authority (WAPDA),
Represented by Chief Engineer / PD Attabad Lake Hydropower Project
Liaison Office: Sunny View Estate, Kashmir road, Lahore, Pakistan.

Site Office: Office of Chief Engineer / PD Attabad Lake HPP, Dour Khan, Aliabad, Hunza.

Dear Sir or Madam:

We, the undersigned Proposer, hereby submit our Proposal, in two parts, namely:

- (a) the Technical Part, and
- (b) The Financial Part.

Having examined the RFP/EPC Bidding Documents, including any Addenda issued in accordance with **ITP 8**, we, the undersigned, offer to execute the Works on EPC/Turnkey basis to WAPDA, in full conformity with the said RFP/EPC Bidding Documents, and any Addenda.

We undertake, if our Proposal is accepted, to commence the Works and achieve Completion within the respective times stated in the RFP/EPC Bidding Documents.

We hereby certify that we, including any subcontractors or manufacturers for any part of the contract, meet the eligibility requirements and have no conflict of interest in accordance with **ITP 4**.

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH): *[select the appropriate option from (i) to (v) below and delete the others].*

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

- (i) *[have not been subject to disqualification by the Employer for non-compliance with SEA/SH obligations.]*
- (ii) *[are subject to disqualification by the Employer for non-compliance with SEA/SH obligations.]*
- (iii) *[had been subject to disqualification by the Employer 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 Employer 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 Employer 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.]*

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 Employer or a debarment imposed by the Employer in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Employer 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;

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.

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 ITP 4.6];*

Potential DAAB Members: We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

Name	Address
1.	
2.	
3.	

We agree to abide by this Proposal, which, in accordance with **ITP 12** and **ITP 13**, consists of this letter (Letter of Proposal - Technical Part) and enclosures, until [insert day, month and year in accordance with **PDS 20.1**], and it shall remain binding upon us and may be accepted by you at any time on or before this date.

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

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

Name of the person duly authorized to sign the Proposal on behalf of the Proposer:

*** [insert complete name of person duly authorized to sign the Proposal]*

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

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 Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

** : Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

ENCLOSURE(S):

Letter of Proposal - Financial Part

Date of this Proposal submission:

RFP No.: BD/ICB-ALHPP-03

To: Water and Power Development Authority (WAPDA),
 Represented by Chief Engineer / PD Attabad Lake Hydropower Project
Liaison Office: Sunny View Estate, Kashmir road, Lahore, Pakistan.

Site Office: Office of Chief Engineer / PD Attabad Lake HPP, Dour Khan, Aliabad, Hunza.

Dear Sir or Madam:

We, the undersigned Proposer, hereby submit the second part of our Proposal, the Financial Part.

Having examined the RFP/EPC Bidding Documents, the Addenda issued in accordance with **ITP 8**, we, the undersigned, offer to execute the Works on EPC/Turnkey basis to WAPDA, in full conformity with the said RFP/EPC Bidding Documents, and any Addenda for the Proposal Price, excluding any discounts offered as follows:

Proposal Price: *[insert the Proposal price of in words and figures, indicating the various amounts and the respective currencies];*

The discounts offered and the methodology for their Proposal is:

- (i) The discounts offered are: [Specify in detail each discount offered]
- (ii) The exact method of calculations to determine the net price after Proposal of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];

If our Proposal is accepted, we undertake to provide an advance payment security, and a Performance Security *[and an Environmental and Social (ES) Performance Security. **Delete if not applicable**]* in the forms, in the amounts, and within the times specified in the RFP/EPC Bidding Documents.

We agree to abide by this Proposal, which, in accordance with **ITP 12** and **ITP 13**, consists of this letter (Letter of Proposal - Financial Part) and the enclosures listed below, until [insert day, month and year in accordance with **PDS 20.1**], and it shall remain binding upon us and may be accepted by you at any time on or before this date.

Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFP 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.")

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

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

Name of the person duly authorized to sign the Proposal on behalf of the Proposer:

****** *[insert complete name of person duly authorized to sign the Proposal]*

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

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 Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

** : Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

ENCLOSURE(S):

Appendix to Proposal

Schedule of Cost Indexation

If in accordance with GC 13.7, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

Prices payable to the EPC Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components, in accordance with the following formula:

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

Where:

“P_n” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “n”, this period being a month unless otherwise stated in the Contract Data;

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labor, equipment and materials;

“L_n”, “E_n”, “M_n”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“L_o”, “E_o”, “M_o”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the Table of Adjustment Data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table).

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the labour and/or materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.

Table of Adjustment Data

Table A : Local Currency

[In Tables A, B, and C, below, the Proposer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Index code	Index description	Source of index	Base value and date*	Proposer's related currency amount	Proposer's proposed weighting
a	Nonadjustable (25%)	—	—	—	a: 0.25
b	Labour				b: 0.15 to 0.25*
c	HI-Speed Diesel				c: 0.10-0.15
d	Material				d: 0.42-0.5
d-1	<i>Material (1)</i>				d-1: _____*
d-2	<i>Material (2)</i>				d-2: _____*
				
e	Machinery and Equipment				e: 0.08-0.10
Total					1.00

** To be specified by the Proposers. Whereas "a" is a fixed percentage, while the Proposer should specify range within maximum percentage allowed for material and labour for b, c, d, e, f, g & h such that the total weighting = 1.00. Source of index for local currency is 'Pakistan Bearaue of Statistics'.*

Table of Adjustment Data

Table : Foreign Currency

State type: [If the Proposer is allowed to receive payment in foreign currencies this table shall be used. If Proposer wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]

Index code	Index description	Source of index*	Base value and date*	Proposer's related source currency in type/amount	Equivalent in FC1	Proposer's proposed weighting
a	Nonadjustable (50%)	—	—	—		a : 0.5*
b	Labor: Expatriates					b: 0.03-0.05*
c	Local					c: 0.12-0.15*
d	Material :					d: 0.25-0.3
d-1	Material (1)					d-1: _____*
d-2	Material (2)					d-2: _____*
e	Machinery & Equipment					e: 0.05-0.07*
				Total		1.00

* To be specified by the Proposers. Whereas "a" is a fixed percentage, while the Proposer should specify range within maximum percentage allowed for material and labour for b, c, d, e, f, g & h such that the total weighting = 1.00.

Table B: Summary of Payment Currencies

Table: Alternative A

Foreign currency requirement shall be in the portion of Proposal Price (excluding Provisional Sum) for such that Foreign Currency requirement shall not be more than 80%.

For *[insert name of Section of the Works]*

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent C = A x B	D Percentage of Proposal Price (PP) $\frac{100 \times C}{PP}$
Local currency _____		1.00		20% or greater
Foreign currency _____		*		80% or less
Proposal Price (excluding provisional sums)				100.00

Note:

**The Conversion for Bid / Proposal evaluation shall be made on TT&OD composite selling exchange rate published/authorized by State Bank of Pakistan (SBP) for the day of deadline for submission of Proposals.

Schedule of Payment for E&M Works

Price Schedule No. 01: Supply of Plant from Abroad (Pre-Engineered Structures) including Fixtures and other Materials, Goods and Spare Parts (if any) (Schedule of Price basis)

[Note: To be completed / updated by the Proposer.]

Activity No.	Description of Activity	Unit Price (US\$)	Qty	Total CIP (US\$) Excluding Sales Tax	Custom Duty (PKR)
1	2	3	4	5=3x4	6
.1	Vertical Francis Turbines				
2	Governors				
3	Main Inlet Valves				
4	Powerhouse Overhead Cranes				
5	Gantry and Mobiles Cranes				
6	Mechanical Auxiliaries				
7	Mechanical Workshop Equipment				
8	Generators & Auxiliaries				
9	Excitation System				
10	Generator Step up Transformers				
11	Power Transformer				
12	Auxiliary Transformers				
13	Segregated Phase Bus				
14	Power and Control Cables				
15	Medium Voltage Switchgear				
16	Low Voltage Switchgear				
17	132 kV Switchyard / Equipment				
18	132 kV Remote End Line Bays including Bus bars and civil works				
19	SCADA System				
20	DC and UPS system				
21	Emergency Diesel Generators				
22	Plant Control and Instrumentation System				
23	Telecommunication System				
24	Protection System				
25	Grounding System				
26	Mandatory Spare Parts				

Activity No.	Description of Activity	Unit Price (US\$)	Qty	Total CIP (US\$) Excluding Sales Tax	Custom Duty (PKR)
1	2	3	4	5=3x4	6
Total Price of Activities carried forward to Schedule No. 5 Summary (excluding Custom Duty), Page _____					
Total Custom duties					

Name of Proposer _____

Signature of Proposer _____

Schedule of Payment for E&M Works

Price Schedule No. 02: Supply of Plant from within the Employer's Country (Pre-Engineered Structures) including Fixtures and other Materials, Goods and Spare Parts (if any) (Schedule of Price basis)

[Note: To be completed / updated by the Proposer.]

Activity No.	Description of Activity	Unit Price (PKR)	Qty	Total PKR
1	2	3	4	5=3x4
1	Vertical Francis Turbines			
2	Governors			
3	Main Inlet Valves			
4	Powerhouse Overhead Cranes			
5	Gantry and Mobiles Cranes			
6	Mechanical Auxiliaries			
7	Mechanical Workshop Equipment			
8	Generators & Auxiliaries			
9	Excitation System			
10	Generator Step up Transformers			
11	Power Transformer			
12	Auxiliary Transformers			
13	Segregated Phase Bus			
14	Power and Control Cables			
15	Medium Voltage Switchgear			
16	Low Voltage Switchgear			
17	132 kV Switchyard/Equipment			
18	132 kV Remote End Line Bays including Bus bars and civil works			
19	SCADA System			
20	DC and UPS system			
21	Emergency Diesel Generators			
22	Plant Control and Instrumentation System			
23	Telecommunication System			
24	Protection System			
25	Grounding System			
26	Mandatory Spare Parts			
Total Price of Activities carried forward to Schedule No. 5 Summary, Page ____				

Note 1: The scope mentioned above shall be read in conjunction with the applicable Employer's Requirements, missing items can be added in the schedules 1 & 2 as per employer's requirements.

Note 2: Weightages in %age to Contract Price excluding Provisional Sums for all Activities put together shall be 100%.

Note 3: The Proposer shall quote/ include the price of FAT (Factory Acceptance Tests) in the above Price Schedules 1 & 2.

Name of Proposer _____

Signature of Proposer _____

Price Schedule No. 03: Design Services

[Note: To be completed / updated by the Proposer.]

Activity No.	Description of Activity	Unit Price (PKR)	Qty	Total PKR
1	2	3	4	5=3x4
3	Design Services			
3.1	Design of E&M Works			
3.2	Design & Erection sequence Drawings for E&M Works			
3.3	As Built Drawings			
Total Price of Activities carried forward to Schedule No. 5 Summary, Page ____				

Name of Proposer _____

Signature of Proposer _____

Price Schedule No. 04: Installation and All other Services

[Note: To be completed / updated by the Proposer.]

Activity No.	Description of Activity	Unit Price (PKR)	Qty	Total PKR
1	2	3	4	5=3x4
1	Vertical Francis Turbines			
2	Governors			
3	Main Inlet Valves			
4	Powerhouse Overhead Cranes			
5	Gantry and Mobiles Cranes			
6	Mechanical Auxiliaries			
7	Mechanical Workshop Equipment			
8	Generators & Auxiliaries			
9	Excitation System			
10	Generator Step up Transformers			
11	Power Transformer			
12	Auxiliary Transformers			
13	Segregated Phase Bus			
14	Power and Control Cables			
15	Medium Voltage Switchgear			
16	Low Voltage Switchgear			
17	132 kV Switchyard/Equipment			
18	132 kV Remote End Line Bays including Bus bars and civil works			
19	SCADA System			
20	DC and UPS system			
21	Emergency Diesel Generators			
22	Plant Control and Instrumentation System			
23	Telecommunication System			
24	Protection System			
25	Grounding System			
26	Testing and Commissioning			
27	Employer Trainings			
28	Operation and Maintenance for DNP			
Total Price of Activities carried forward to Schedule No. 5 Summary, Page ____				

Name of Proposer _____

Signature of Proposer _____

Schedule of Payment for E&M Works

Schedule No. 05: –Summary

Activity No. / Schedule No.	Title	Total Local (PKR)	Total Foreign (US\$)
1	Plant and Mandatory Spare Parts Supplied from Abroad		
2	Plant and Mandatory Spare Parts Supplied within Pakistan		
3	Design Services		
4	Installation and All other Services		
Sub-Total (carried forward to Grand Summary Page No. _____)			

Name of Proposer _____

Signature of Proposer _____

Schedule of Payment for E&M Works

Schedule No. 06: – Recommended Spare Parts

Description	Description	Qty	Unit Price	Total Price
			PKR Million	PKR Million
1	2	3	4	5 = 3 x 4

Note: The Proposer shall quote/ include the price of recommended spare parts in the Price Schedules 1 & 2.

Name of Proposer _____

Signature of Proposer _____

**Priced Sub-Activity Schedule for E&M Works
(Breakdown of Prices)**

[Note: To be completed / updated by the Proposer (more tables to be used as appropriate.)]

Activity: _____

Sub-Activity No.	Description of Sub-Activity	Sub-Activity Price
1.	
2.	
3.	
4.		
5.		
6.		
7.		
Total Price of Sub-Activities carried forward to the Priced Activity Schedule, Page No. ____		

Schedule of Payments for E&M Works

Currency Wise Break-Up of Priced Sub-Activity Schedule

[Note: To be completed / updated by the Proposer (more tables to be used as appropriate.)]

Sub-Activity	Weightage of Sub-Activity/Activity Cost A=B+C	Breakup % of Column (2) for Various Currencies for Payment	
		Foreign Currency (%) B	Local Currency (%) C
(1)	(2)	(3)	(4)
<p>Note: The total of percentages given in column (3) and column (4), in the table should be 100%. In case the total is not 100%, the figures in column (3) and (4) shall be adjusted pro rad. Any arithmetical error in the break-up percentage of the Sub-Activity Cost shall be corrected before signing of the Agreement.</p>			
Break down of Prices - Activity 1			
1.1	100%		
1.2	100%		
1.3	100%		
1.4	100%		
1.5	100%		
Break down of Prices - Activity 2			
2.1	100%		
2.2	100%		
2.3	100%		
2.4			

Schedule of Payments for E&M Works

Apportionment of Contract Price According to Activity

Sub-activity	Description	Weightage (%)
(1)	(2)	(3)
Activity 1: Weightage in %age to Contract Price excluding Provisional Sums - ____ %age		
1.1		
1.2		
1.3		
1.4		
1.5		
Total for Activity No. 01		100%
Activity 2: Weightage in %age to Contract Price excluding Provisional Sums - ____ %age		
2.1		
2.2		
2.3		
Total for Activity No. 02		100%
Total weightage for all Activities [Activity No. 01 (____ %age), Activity No. 02 (____ %age), Activity No. 03 (...%age), Activity No. 04 (...%age) Activity N (...%age)]		100%

Daywork Schedule

Reference is made to Sub-Clause 13.5 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Employer. Proposers shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Employer. Nominal quantities have been indicated against each item of daywork, and the extended total for daywork shall be carried forward as a Provisional Sum to the Summary Proposal Price. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Schedule of Daywork Rates: 1. Labour

Item no.	Description	Unit	Nominal Quantity	Rate (PKR)	Extended Amount
DW.101	General Laborer (Male)	Man day	200		
DW.102	Pneumatic Driller	Man day	50		
DW.103	Riggers	Man day	25		
DW.104	Pump Operator / Attendant	Man day	100		
DW.105	Chainman	Man day	100		
DW.106	Ganger (Or Charge Hand)	Man day	100		
DW.107	Compressor / Wireman	Man day	100		
DW.108	Electrician / Wireman	Man day	100		
DW.109	Welder	Man day	50		
DW.110	Welder's Assistant	Man day	100		
DW.111	Plumber	Man day	50		
DW.112	Drain layer (Or Jointer)	Man day	50		
DW.113	Pipe layer (Or Jointer)	Man day	50		
DW.114	Carpenter	Man day	50		
DW.115	Painter	Man day	50		
DW.116	Fitter/Mechanic	Man day	50		
DW.117	Fitter's/Mechanic's Assistant	Man day	100		
DW.118	"Frog" Type Mechanical Rammer Operator	Man day	50		
DW.119	Truck/Lorry Driver	Man day	50		
DW.120	Lorry Attendant	Man day	50		
DW.121	Crane Driver (Of All Classes)	Man day	25		
DW.122	Crane Driver's Assistant /Signaler	Man day	25		
DW.123	Heavy Plant Driver (Of All Classes)	Man day	25		
DW.124	Plant Operator	Man day	25		
SUBTOTAL					
Total for Daywork: Labour (carried forward to Daywork Summary, p. _____)					

^a To be entered by the Proposer.

Schedule of Day work Rates: 2. Materials

Item no.	Description	Unit	Nominal Quantity	Rate (PKR)	Extended Amount
SUBTOTAL					
Total for Daywork: Materials (carried forward to Daywork Summary, p. ____)					

^a To be entered by the Proposer.

Daywork Summary

Description	Amount (PKR)	% Foreign
1. Total for Daywork: Labour		
2. Total for Daywork: Materials		
3. Total for Daywork: EPC Contractor's Equipment		
Total for Daywork (Provisional Sum) (carried forward to Proposal Summary(B), p. __)		

Specified Provisional Sums

Item No.	Description	Amount (Million PKR)
1.	Vehicles for Employers	66
2.	POL and Maintenance of Employer's Vehicles	30
3.	Vehicles for Consultants	37
4.	POL and Maintenance of Consultant's Vehicles	15
5.	Protection of the Environment GC Sub-Clause 4.18	20
6.	Health and Safety GC Sub-Clause 4.8	
7.	Security Arrangements GC Sub Clause 4.21	10
8.	Provisional Sums for the Employer's portion of DAAB costs	15
9.	Adjustment for Change in Legislation, Royalties and Custom Duties GC Sub-Clause 13.6	20
Total for Specified Provisional Sums (Carried forward to Grand Summary (C), p. _____)		213

Grand Summary

General Summary	Page No.	Amount (Million PKR)
Lump sum price excluding provisional sums offered by the Proposer	(A)	
Total for Daywork (Provisional Sum)*	(B)	
Specified Provisional Sums	(C)	213
Sub Total (A + B + C) ⁱ	(D)	
Provisional Sum for Contingency Allowance	(E)	142
Proposal Price (D + E) (Carried forward to Letter of Proposal)	(F)	

ⁱ All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Employer in accordance with Sub-Clause 13.4 and Sub-Clause 13.5 of the General Conditions, except with respect to DAAB Fees and Expenses for which Sub-Clause 13.4 of the Particular Conditions Part B shall apply.

* For evaluation purposes, Provisional Sum, other than Daywork will be excluded.

+

Technical Proposal Forms

1. Design Proposal
2. Method Statement for Key Construction Activities
3. Mobilization Schedule
4. Sustainable Procurement Proposal
5. Code of Conduct
6. Work Program
7. Proposer's Personnel Organization Chart
8. Risk Assessment and Proposed Management Plan
9. Operation and Maintenance *[if applicable]*
10. Proposer's Equipment
11. Sub-Contractors
12. Others

Design Proposal

The Proposer shall submit a design Proposal which addresses as a minimum the following:

- (a) organizational arrangements for the design including: team structure, roles and responsibilities, interface arrangements, design review and approval procedures and quality assurance arrangements;
- (b) Proposed design deliverables are:

Description	No. of Copies for Review	No. of Copies for Final Issue	Digital Copy
List of Design Documents for Review, Approval & Information	4	6	2
Design Criteria & Basic Design (Level-1 Design)	4	6	2
Detailed Design Criteria & Detailed Design (Level-2 Design)	4	6	2
Detailed Design (Level-2)	4	6	2
Detailed Design Specifications	4	6	2
Construction drawings	4	6	2
Manufacturer's shop drawings	4	6	2
As-Built Drawings	4	6	2
Inspection and Test Plans	4	6	2
O&M Manuals	10	10	2
Erection & Testing Manuals	4	6	2

- (c) design statement setting out how the Employer's Requirements will be achieved;
- (d) Any added value the Proposer will bring including examples of innovative aspects of the design;
- (e) comments on the Employer's Requirements, including:
 - i. status of the information available and relevant design issues for the Works;
 - ii. comments on any errors, defects or ambiguities noted in the Employer's Requirements; and
 - iii. *[details of any exceptions in the conceptual design taken to the Employer's Requirements];*
- (f) Sustainable Procurement: sustainability aspects (e.g., energy efficiency, reduction of wastages, material reduction, sources of materials.) demonstrating the Proposer's approach and commitment to sustainable design and construction practices;
- (g) strategy for gathering baseline ES information in time to inform design development;
- (h) details of how the ES requirements, and any Proposal to enhance ES outcomes, will be incorporated into all design stages, and how the implications for the construction phase has been considered;

-
- (i) details of the approach to managing risks, stakeholder engagement, consultation and environmental permits/consents;
 - (j) value engineering (value management) arrangements, including consideration of ES issues; and
 - (k) Software systems intended to be employed for planning, design, records and reporting.
 - (l) *[Modify/include any other relevant information, as appropriate.]*

Method Statement for Key Construction Activities

The Proposer shall provide its method statements for addressing the following risks and carrying out the following construction activities. Each method statement shall describe the proposed approach, the level of staffing and experience, the safe system of work, and the equipment or materials to be used to manage risk or activity in accordance with the Employer's Requirements.

Key Activities

- Mobilization
- Basic Design
- Detailed Design
- Vertical Francis Turbine
- Synchronous Generator
- Generator Transformer
- Excitation System
- Mechanical Auxiliaries
- Power Transformer
- Draft Tube Gates
- Main Inlet Valves
- Cranes
- Hydraulic Steel Structures
- LV/HV Switchgear
- Auxiliary Transformers
- Control and Instrumentation
- SCADA and Telecom Systems
- Grounding System
- 132kV Switchgear
- 33kV Switchgear
- DC and UPS System
- Segregated Phase Bus (SPB)

Sustainable Procurement Proposal

*[Note to Proposer: In addition to submitting the required ES Management Strategies and Implementation Plans, the Proposer shall provide its Proposal to demonstrate how additional sustainable procurement requirements, if any, specified in **Volume-II (Employer's Requirements)** would be addressed. The Proposer shall also provide its Proposal, if any, for exceeding the sustainable procurement requirements.]*

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

[Note to the Proposer: The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Proposer may add requirements as appropriate, including to take to account Contract-specific issues/risks. The Proposer shall initial and submit the Code of Conduct form as part of its Proposal .]

Code of Conduct for Proposer's Personnel

We are the Proposer, *[enter name of EPC Contractor]*. We have signed a contract with Water and Power Development Authority (WAPDA) 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 “**EPC Contractor's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all EPC 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

EPC 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 EPC 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 any form of Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other EPC Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for EPC 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 EPC Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the EPC Contractor to handle these matters*] in writing at this address [_____] or by telephone at [_____] or in person at [_____]; or
2. Call [_____] to reach the EPC 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 EPC Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EPC 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 EPC Contractor's contact person(s) with relevant experience*] requesting an explanation.

Name of EPC Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the EPC Contractor:

Signature: _____

Date: (day month year): _____

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

Attachment No. 01 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:

- An EPC 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.
- An EPC 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.
- An EPC Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- An EPC Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- An EPC 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

- EPC Contractor's Personnel comment on the appearance of another EPC Contractor's Personnel (either positive or negative) and sexual desirability.
- When a EPC Contractor's Personnel complains about comments made by another EPC Contractor's Personnel on his/her appearance, the other EPC Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of an EPC Contractor's or Employer's Personnel by another EPC Contractor's Personnel.
- An EPC Contractor's Personnel tells another EPC 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.

Work Program

The Proposer shall set out a work program for design and construction of the Works (and for operation and/or maintenance of the Works, if applicable), including identification of major milestones and critical path. The proposed work program shall be developed based on the Employer's Requirements and shall include the:

- (a) design of the Works, including the submission of the design deliverables, review and approval of the design by the Employer;
- (b) processes and deliverables needed to commence the Works;
- (c) execution of the Works and/or Erection within the Time for Completion, highlighting activities imposing constraints on the construction sequence;
- (d) testing, commissioning and handing over of the completed Works;
- (e) No-objection to the EPC Contractor's MSIPs, which collectively form the CESMP, in accordance with the Particular Conditions- Part B- Sub-Clause 4.1;
- (f) Constitution of the DAAB;
- (g) SEA and SH orientation conference;
- (h) Outline work program for operation and/or maintenance of the Works, if applicable; and
- (i) *[Modify as appropriate.]*

Proposer's Personnel Organization Chart

The Proposer shall provide an organization chart illustrating the proposed management structure and reporting lines for delivery of the Contract. The organization chart shall include the names of all Key Personnel. A separate site organization chart shall clarify the site organization, reporting lines at site, and shall include names of key personnel at site.

Risk Assessment and Proposed Management Plan

The Proposer should submit a risk register identifying the hazards anticipated during the implementation of the contract.

For the key hazards ranked by impact, the risk register shall include a description of the hazard, an assessment of the potential impact on health and safety, environment, cost, program or other, and the proposed mitigation strategy for each hazard.

[Note to the Proposer: (i) If the contract has been assessed to present potential or actual cyber security risks, also include method statement, management strategies and implementation plans and innovations, to manage cyber security risks; (ii) if there are assessed supply chain risks, the risk assessment and proposed management plans, must include proposed supply chain risks management plan.]

Proposer's Equipment

Form EQU

The Proposer shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program. In the strategy, the Proposer shall specify the manufacturer, capacity, model, power rating, age and maintenance condition, and how it will ensure that the equipment is maintained in accordance with manufacturer's specifications for the duration of the Contract. The Proposer shall specify whether it will own, lease, rent or specially manufacture the key equipment.

A separate Form shall be prepared for each item of equipment proposed.

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

Omit the following information for equipment owned by the Proposer.

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	

Personnel

Form PER-1

Key Personnel Qualifications and Resource Schedule

Proposers should provide the names and details of the suitably qualified EPC Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate. Proposers should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

- The Name and role for each Key Personnel position
- The duration of each Key Personnel appointment
- The level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.

Sr. No.	Title of Position	Name of Candidate	
1.	<i>[EPC Contractor's Representative]</i>		
2.	<i>[Cyber security Expert/s] [Include as required]</i>		
Key Personnel for Design			
3.	<i>[Design Manager]</i>		
4.	<i>[Environmental Impact Assessment Specialist]</i>		
5.	<i>[Social Impact Assessment Specialist]</i>		
6.	<i>[Health and Safety Specialist]</i>		
7.	<i>[Biodiversity, Air Quality, Noise. Specialists]</i>		
8.	<i>[Modify/add others as appropriate]</i>		
Key Personnel for Construction and Installation			
9.	<i>[Construction Manager]</i>		
10.	<i>[Environmental Specialist]</i>		
11.	<i>[Health and Safety Specialist]</i>		
12.	<i>[Social Specialist]</i>		
13.	<i>[Biodiversity, Air Quality, Noise. Specialists]</i>		
14.	<i>Survey Manager</i>		
15.	<i>[Sexual Exploitation, Abuse and Harassment Expert(s)] [Where Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert (s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>		
16.	<i>[Quality Management Specialist]</i>		
17.	<i>[Testing and Commissioning Specialist]</i>		
18.	<i>[Modify/add others as appropriate]</i>		

Sr. No.	Title of Position	Name of Candidate	
<i>Key Personnel for Operation and Maintenance [if applicable]</i>			
19.	...		
20.	...		
21.	...		

**Form PER-2
Resume and Declaration**

EPC Contractor's Representative and Key Personnel

Name of Proposer

Position [#1]: [title of position from Form PER-1]

Personnel information	Name	Date of Birth
	Address	E-mail
	Professional Qualifications	
	Academic Qualifications	
	Language Proficiency: [language and levels of speaking, reading and writing skills]	
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
[main project details]	[role and responsibilities on the Project]	[time in role]	[describe the experience relevant to this position]

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 Proposal:

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

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

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

Name of Key Personnel: *[insert name]* _____

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Proposer:

Signature: _____

Date: (day month year): _____

Sub-Contractors

Proposed Sub-Contractors and/or Manufacturers

The following Sub-Contractors and/or Manufacturers are proposed for carrying out the Activity/Sub-Activity indicated. Proposers are free to propose more than one Sub-Contractor for each Activity/Sub-Activity.

Enclose documentation outlining experience of Sub-contractors, the curriculum vitae and experience of their key personnel who will be assigned to the contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

The Manufacturer/ Sub-Contractor must have European or American Manufacturer Certificate or Equivalent.

Activity/Sub-Activity	Proposed Sub-Contractor's Name and Address	Nationality

[Note: Parts of the Works for which Sub-Contracting permitted are listed in 4.2(a) Specialized Construction and Contract Management Experience and 4.2(b) Specific Experience in Key Activities.]

Sub-Contractor's Authorization

(Letterhead by the Sub-Contractor to the Employer)

(The Proposer shall require each Sub-Contractor to fill in this Form in accordance with the instructions indicated. This letter of authorization shall be signed by a person having proper authority to sign documents that are binding on the Sub-Contractor. The Proposer shall include this authorization letter in its Proposal as per list of proposed Sub-Contractors/Manufacturer's in Section-IV Proposal Forms.)

RFP No.: BD/ICB-ALHPP-03
Package-III Electro-Mechanical Works,
Attabad lake Hydropower Project (54 MW)

To: **Water and Power Development Authority (WAPDA),**
Represented by Chief Engineer / PD Attabad Lake Hydropower Project (54 MW)
Liaison Office: Sunny View Estate, Kashmir road, Lahore, Pakistan.
Site Office: Office of Chief Engineer / PD Attabad Lake HPP, Dour Khan, Aliabad, Hunza.

We (*insert complete name of Sub-Contractor*) having registered office located at (*insert complete name of Sub-Contractor's office*) do hereby authorize the Proposer, M/s (*insert complete name of Proposer*) to submit a Proposal for RFP No. BD/ICB-ALHPPP-03, Package-III Electro-Mechanical Works, Attabad Lake Hydropower Project (54 MW), comprising the following part(s) of Works to be executed by us as Sub-Contractor:

- 1: _____
- 2: _____
- 3: _____

We hereby undertake that in case of Contract is awarded to Proposer, we shall be bound by this authorization letter to execute and complete the above said part(s) of Works in complete conformity with the Contract Documents.

Signature: _____

Name: _____

Title: _____

Duly authorized to sign this Authorization on behalf of: (*insert complete name of Sub-Contractor*)

Dated on _____ day of _____ (*insert date of signing*)

(*Stamp of the Sub-Contractor*)

Qualification Forms

**Form ELI 1.1
Proposer Information Sheet**

Date: _____

RFP No.: BD/ICB-ALHPP-01

Page _____ of _____ pages

1. Proposer's Legal Name

2. In case of JV, legal name of each party:

3. Proposer's actual or intended Country of Registration:

4. Proposer's Year of Registration:

5. Proposer's Legal Address in Country of Registration:

6. Proposer's Authorized Representative Information

Name:

Address:

Telephone/Fax numbers:

Email Address:

7. 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 **ITP 4.4**.
- In case of JV, letter of intent to form JV or JV agreement, in accordance with **ITP 4.1**.
- In case of state-owned enterprise or institution, in accordance with **ITP 4.6**, documents establishing:
 - Legal and financial autonomy
 - Operation under commercial law
 - Establishing that the Proposer is not under the supervision of the Employer

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Proposer shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

Form ELI 1.2
Party to JV Information Sheet

Date: _____

RFP No.: BD/ICB-ALHPP-01

Page _____ of _____ pages

1. Proposer's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. 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 ITP 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 that they are not under the supervision of the Employer, in accordance with ITP 4.6 .
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Proposer shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.

Form CON 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

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

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

JV Member's Name: *[insert full name]*

RFP No. and title: BD/ICB-ALHPP-01 *[insert RFP title]*

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

Non-Performed Contracts in accordance with Section III Qualification Criteria and Requirements

- Contract non-performance did not occur since 1st January *[insert year]*
- Contract(s) not performed since 1st January *[insert year]*

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III Evaluation and Qualification Criteria

- No pending litigation
- Pending litigation

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
		Contract Identification: <hr/> Name of Employer: <hr/> Address of Employer: <hr/> Matter in dispute: <hr/> Party who initiated the dispute: <hr/> Status of dispute: <hr/>	

Litigation History in accordance with Section III Evaluation and Qualification Criteria

- No Litigation History
- Litigation History

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Form CON 3
Environmental and Social Performance Declaration

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

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

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

RFP No. and title: BD/ICB-ALHPP-01 *[insert RFP title]*

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

Environmental and Social Performance Declaration in accordance with Section III Evaluation and Qualification Criteria

- No suspension or termination of contract:** An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the time specified in Section III (Evaluation and Qualification Criteria) of the Sub-Factor 2.5.
- Declaration of suspension or termination of contract:** The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the time 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 PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g., 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> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

Performance Security called by an employer(s) for reasons related to ES performance in accordance with Section III Evaluation and Qualification Criteria

Year	Contract Identification	Total Contract Amount (current
------	-------------------------	--------------------------------

		value, currency, exchange rate and PKR equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for calling of performance security: [indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual abuse breaches]	[insert amount]

Form CON 4

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

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

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

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

RFP No. and title: *[insert 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

- We:
- (a) have not been subject to disqualification by the Employer for non-compliance with SEA/SH obligations
 - (b) are subject to disqualification by the Employer for non-compliance with SEA/SH obligations
 - (c) had been subject to disqualification by the Employer for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
 - (d) had been subject to disqualification by the Employer for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.
 - (e) had been subject to disqualification by the Employer for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.

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

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

Period of disqualification: From: _____ To: _____

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

Name of Employer: _____

Name of Project: _____

Contract description: _____

Brief summary of evidence provided: _____

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

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

Form CCC

Current Contract Commitments / Works in Progress

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

Name of contract	Employer, contact address/tele	Value of outstanding work (current PKR equivalent)	Estimated completion date	Average monthly invoicing over last six months (PKR/month)
1.				
2.				
3.				
4.				
5.				
6.				

Form FIN 3.1

[The following table shall be filled in for the Proposer and for each member of a Joint Venture]

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

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

Joint Venture Member Name: *[insert full name]*

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

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

1. Financial Data

Type of Financial information in (currency)	Historic information for previous three (03) years, (amount in currency, currency exchange rate ¹² , PKR 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			

¹² For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted). The source of Exchange rate is identified ITP 38.1 of PDS.

2. Sources of Finance

3. [The following table shall be filled in for the Proposer and all parties combined in case of a Joint Venture]

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 (PKR equivalent)
1		
2		
3		

3. Financial documents

The Proposer and its parties shall provide copies of financial statements for five (05) years pursuant Section III, Evaluation and Qualification Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Proposer 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 statements¹³ for the five (05) years required above; and complying with the requirements

Note: Cash Flow requirement and source of finance shall be evaluated as per criteria mentioned in 3.1 (i) & (ii) of Section-III

¹³ If the most recent set of financial statements is for a period earlier than 12 months from the date of Proposal, the reason for this should be justified.

**Form FIN – 3.3:
Current Contract Commitments / Works in Progress**

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

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current Eq. PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Eq. PKR /month]
1					
2					
3					
4					
5					

**Form EXP 4.1
General E&M Experience**

[The following table shall be filled in for the Proposer and in the case of a JV Proposer, each Member]

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

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

Joint Venture Member Name: *[insert full name]*

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

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

[Identify Contracts that demonstrate continuous construction work over the past ten (10) years pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 4.1. List Contracts chronologically, according to their commencement (starting) dates.]

Starting Year	Ending Year	Contract Identification	Role of Proposer
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Proposer: <i>[describe works performed briefly]</i> Amount of Contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent¹]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Subcontractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Proposer: <i>[describe works performed briefly]</i> Amount of Contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Subcontractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Proposer: <i>[describe works performed briefly]</i> Amount of Contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Subcontractor" or "Management Contractor"]</i>

¹ Value of single Contract - Exchange rate prevailing on the date of the Contract. The source of Exchange rate is identified in ITP 38.1 of PDS.

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

[The following table shall be filled in for Contracts performed by the Proposer, each member of a Joint Venture, and Specialized Sub-Contractors]

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

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

Joint Venture Member Name: *[insert full name]*

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

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

Similar Contract No. <i>[insert number] of [insert number of Contracts required]</i>	Information			
Contract Identification	<i>[insert Contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total Contract amount in local currency]</i>		US\$ <i>[insert Exchange rate and total Contract amount in US\$ equivalent]</i> *	
If member in a JV or Sub-Contractor, specify share in value in total Contract amount and roles and responsibilities	<i>[insert percentage amount]</i>	<i>[insert total Contract amount in local currency]</i>	<i>[insert exchange rate and total Contract amount in US\$ equivalent]</i> *	
<i>[insert roles and responsibilities]</i>				
Employer's Name:	<i>[insert full name]</i>			
Address: Telephone/fax number E-mail:	<i>[indicate street / number / town or city / country]</i> <i>[insert telephone/fax numbers, including country and city area codes]</i> <i>[insert e-mail address, if available]</i>			

* Exchange rate prevailing on the date of the Contract.

Similar Contract No. <i>[insert number] of [insert number of Contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	<i>[insert amount in local currency, exchange rate, US\$ in words and in Figures]</i>
2. Physical size of required works items	<i>[insert physical size of items]</i>
3. Complexity	<i>[insert description of complexity]</i>
4. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the Contract]</i>
5. Construction rate for key activities	<i>[insert rates and items]</i>
6. Other Characteristics	<i>[insert other characteristics as described in Volume-II]</i>

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

[The following table shall be filled in for Contracts performed by the Proposer, each member of a Joint Venture, and Specialized Sub-Contractors]

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

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

Proposer's JV Member Name: *[insert full name]*

Sub-Contractor's Name²: *[insert full name]*

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

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

Similar Contract No. <i>[insert number] of [insert number of Contracts required]</i>	Information			
Contract Identification	<i>[insert Contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total Contract amount in local currency]</i>		US\$ <i>[insert Exchange rate and total Contract amount in US\$ equivalent]</i>	
Quantity, Volume, number or rate of production (as applicable) performed under the Contract or year or part of the year. <i>(Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed)</i>	Total Quantity in the Contract (i)	Percentage Participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				

² As per Sub-Factor 4.2(a) Specific Experience of Evaluation and Qualification Criteria Section-III and Section-VIII, Particular Conditions Part A-Contract Data Sub-Clause 4.4(b)

Year 3	
--------	--

² If Applicable

Employer's Full Name	<i>(insert full name)</i>
Address: Telephone/Fax Number: Email:	<i>[indicate street / number / town or city / country] [insert telephone/fax numbers, including country and city area codes] [insert e-mail address, if available]</i>

2. Activity No.

3.

Description	Information
Description of the key activities in accordance with Sub-Factor 4.2(a) E&M Experience of Section III:	
	<i>[insert response to inquiry indicated in left column]</i>

Form EXP 4.2(c)

Specific Experience in Managing Environmental, Social, Health & Safety (ESHS) Aspects

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

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

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

Proposer's JV Member Name: *[insert full name]*

Sub-Contractor's Name³: *[insert full name]*

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

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

1. Key Requirement no 1 in accordance with 4.2 (b):
Experience in Projects with Significant ESHS Impact

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\$	
Details of relevant experience				

2. Key Requirement No. 02 in accordance with Sub-Factor 4.2 (b):
Environmental Management Certificate

Description	Information
Identification of the Certificate	<i>[insert full name of the certificate]</i>
First Award Date	<i>[insert day, month, year of first certificate award]</i>
Last update of the Certificate	<i>[insert day, month, year of latest renewal, if any]</i>
Issuers Name	<i>[insert full name]</i>
Address	<i>[insert street / number / town or city / country]</i>
Telephone/fax number	<i>[insert phone/fax no., incl. country & city area codes]</i>
E-mail	<i>[insert e-mail address, if available]</i>
Compliance with International Standards	The certificate is ISO 14001:2015 <input type="checkbox"/> Yes <input type="checkbox"/> No The Proposer shall provide a copy of the certificate.
If no, proof of conformity with the International Standard by the Proposer	<i>[The Proposer shall demonstrate the equivalency of their management systems with the international standards]</i>

³ As per Sub-Factor 4.2(b) Specific Experience of Evaluation and Qualification Criteria Section-III and Section-VIII, Particular Conditions Part A-Contract Data Sub-Clause 4.4(b)

**3. Key Requirement No. 03 in accordance with Sub-Factor 4.2 (b):
Environmental Management Capacity**

Sr. No.	The Proposer shall demonstrate	Information and Documentation
1	The existence of an Environmental Policy	<i>[Provide relevant details of the Corporate Values or similar policy documents and declarations]</i>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>		
2	The existence of an Environmental Management System, incl. an adequate organizational set-up for definition, enforcement and monitoring.	<i>[Provide details of the organizational set-up and procedures for relevant issues within your company. If applicable, please specify roles or function in the project team of key ESHS personnel.]</i>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>		
3	That all members of a JV , Suppliers, Sub-Contractors and temporary workforce a. are aware of and b. comply with the Environmental Management System.	<i>[Provide information on</i> a. <i>how awareness, know how transfer and enforcement is implemented to external partners</i> b. <i>nature, content and frequency of internal trainings to employees.]</i>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>		

**4. Key Requirement No. 03 in accordance with Sub-Factor 4.2 (b):
Occupational Health and Safety Capacity**

Sr. No.	The Proposer shall demonstrate	Information and Documentation
1	The existence of an Occupational Health & Safety Policy	<i>[Provide a policy document and the index of the Occupational Health & Safety manual or other relevant documents and declarations]</i>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>		
2	The existence of a H&S management system, incl. an adequate organizational set-up for definition, enforcement and monitoring.	<i>[Provide details of the organizational set-up and procedures for relevant issues within your company. If applicable, please specify roles or function of the project team for managing H&S issues.]</i>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>		
3	The existence of a training plan that covers relevant H&S requirements.	<i>[Provide a training plan that covers relevant H&S requirements.]</i>

Sr. No.	The Proposer shall demonstrate	Information and Documentation
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>		

5. Key Requirement No. 03 in accordance with Sub-Factor 4.2 (b):
List of Available ESHS and Construction Personnel

Name	Designation, in accordance with Section VII, Scope of Works	Education / Degree	Years of Professional Experience	Relationship with / Years within the Proposer
	Health & Safety expert			
Country/Regional Experience	Relevant Project References (Description of Project-Related experience)			Languages
	Environmental expert			
Country/Regional Experience	Relevant Project References (Description of Project-Related experience)			Languages
	Social expert			
Country/Regional Experience	Relevant Project References (Description of Project-Related experience)			Languages

Others

Commercial or contractual aspects of the RFP/EPC Bidding Documents that the Proposer would like to discuss with the Employer during clarifications.

Form of Proposal Security

Security Executed on _____
(Date)

Expiry on _____
(Date)

Name of Surety with Address: _____

Name of Principal (Proposer) with Address _____

Penal Sum of Security PKR _____ (Pakistani Rupees
_____)

Request for Proposal No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Proposal and at the request of the said Principal (Proposer) we, the Surety above named, are held and firmly bound unto _____
(Hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Proposer has submitted the accompanying Proposal dated _____ for _____
(Particulars of Proposal) to the said Employer; and

- (1) WHEREAS, the Employer has required as a condition for considering said Proposal that the Proposer furnishes a Proposal Security in the above said sum to the Employer, conditioned as under that the Proposal Security shall remain in force for a period twenty-eight (28) days beyond the Proposal Validity date i.e., up to _____ and US Dollar as Proposal Security has also been allowed in addition to PKR.
- (2) that the Proposal Securities of the Proposers except the lowest three will be returned by the Employer within twenty-eight (28) days from the opening of Proposals, provided a Proposer request for the return of its Proposal Security, or on the expiry of original validity of Proposal Security or as extended, whichever is earlier;
- (3) that the Proposal Security of the lowest three Proposers comprising the successful Proposer will be returned when the successful Proposer has furnished the required Performance Security; and
- (4) that in the event of failure of the successful Proposer to furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause.19 and Clause.54 of the Instructions to Proposers for the successful Proposer's failure to perform.

NOW THEREFORE, if the successful Proposer shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Proposal as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Proposal within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall decide, whether the principal (Proposer) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the principal (Proposer) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY
(Scheduled Bank/Insurance
Company)

WITNESS:

1. _____

Corporate Secretary (Seal)

Signature _____

Name _____

Title _____
Corporate Guarantor (Seal)

2. _____

Name, Title & Address

SECTION V - ELIGIBLE COUNTRIES

Eligibility for the Provision of Goods, Works and Non-Consulting Services in Government of Pakistan Financed Procurement

Eligible countries to participate in this bidding process are those which have been notified by Ministry of Interior, Government of Pakistan as business-friendly Countries (BVL); information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

SECTION VI - FRAUD AND CORRUPTION

(Section VI shall not be modified)

1. Purpose

1.1 The PPRA's Anti-Corruption Guidelines and this annex apply with respect to procurement under Government of Pakistan Financing operations.

2. Requirements

2.1 The Employer requires that Proposers (Proposers/Proposers), consultants, EPC 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 contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Employer:

- 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 an Employer 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 Employer's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a Proposal for award if the Employer 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 miss-procurement, if the Government of Pakistan determines at any time that representatives of the Employer engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Employer having taken timely and appropriate action satisfactory to the Government of Pakistan to address such practices when they occur, including by failing to inform the Government of Pakistan in a timely manner at the time they knew of the practices;
- d. Pursuant to the PPRA's Guidelines and in accordance with the PPRA'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 Government of Pakistan 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 contract; and (iii) to receive the proceeds of any contracts made by the Employer or otherwise to participate further in the preparation or implementation of any Government of Pakistan project;
- e. Requires that a clause be included in Bidding/Request for Proposal Documents and in contracts financed by a Government of Pakistan, requiring (i) Proposers (Proposers/Proposers), consultants, EPC contractors, and suppliers: and their Sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Employer 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 Employer.

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 Subcontractor, 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 Subcontractor, 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 Proposer in its pre-qualification application or Proposal because it brings specific and critical experience and know-how that allow the Proposer to meet the qualification requirements for the particular Proposal ; 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 Employer or persons appointed by the Employer to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Integrity Pact

[To be filled and signed by the Proposer]

Contract No. _____

Dated _____

Contract Value: _____

Contract Title: _____

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

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

_____ (*Name of EPC Contractor*) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with (GOP) and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

PART-II: CONDITIONS OF CONTRACT AND STANDARD FORMS

SECTION VII - GENERAL CONDITIONS (GC)

Silver Book

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for EPC/Turnkey Projects (“Silver book”) Second edition 2017, reprinted 2022 with amendments” published by the Federation Internationale Des Ingenieurs Conseils (FIDIC) and the following “Particular Conditions” which comprise of the World Bank’s COPA and the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e., “Conditions of Contract for EPC/Turnkey Projects” must be obtained from FIDIC.

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SECTION VIII - PARTICULAR CONDITIONS

Part A - Contract Data

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

Sr. No.	Data Required	Sub-Clause	Data
1.	Where the contract allows for cost plus profit, percentage profit added to the cost	1.1.17	5%
2.	Defects Notification Period (DNP)	1.1.24	730 days from the effective date of issuance of Taking Over Certificates.
3.	Employer's Name and Address	1.1.27	<p>Name: Water and Power Development Authority (WAPDA)</p> <p>Address: WAPDA House, Sharah-e-Quaid-e-Azam Lahore, Punjab, Pakistan.</p> <p>Represented by: Chief Engineer / PD Attabad lake Hydropower Project</p> <p>Liaison Office: Office of Chief Engineer/PD ALHPP, Sunny View Estate, Kashmir Road, Lahore, Pakistan.</p> <p>Site Office: Office of Chief Engineer / PD Attabad Lake HPP, Dour Khan, Aliabad, Hunza.</p>
4.	Employer's Representative	1.1.30	<p>Name: Attabad Hydropower Management Consultants (AHMC)</p> <p>Address: 37-B, Block N, Model Town Extension, Lahore.</p> <p>Site Office: Helipad Guest House, Mominabad Hunza, Gilgit-Baltistan</p>
5.	Time for Completion	1.1.76	42 Months for whole of the works.
6.	Milestones	1.1.84	Refer to Table 2 Summary of Procedure for Delay Damages
7.	Notices and Other Communications	1.3(a)(ii)	N/A

Sr. No.	Data Required	Sub-Clause	Data
8.	Address of Employer for communications	1.3(d)	Water and Power Development Authority (WAPDA) Represented by Chief Engineer / PD Attabad lake Hydropower Project Liaison Office: Office of Chief Engineer/PD ALHPP, Sunny View Estate, Kashmir Road, Lahore, Pakistan. Site Office: Office of Chief Engineer / PD Attabad Lake HPP, Dour Khan, Aliabad, Hunza. Telephone: 0092-42-99204981 0092-42-3334481116 E-mail address: gmpna01@gmail.com , pdalhpp@gmail.com
9.	Address of Employer's Representative for communications	1.3(d)	Name: Attabad Hydropower Management Consultants (AHMC) Address: 37-B, Block N, Model Town Extension, Lahore. Site Office: Helipad Guest House, Mominabad Hunza, Gilgit-Baltistan. Telephone: +92-4235194885 E-mail: alhpp.nespak@gmail.com
10.	Address of EPC Contractor for communications	1.3(d)	
11.	Contract shall be governed by the law of	1.4	Islamic Republic of Pakistan
12.	Ruling Language	1.4	English
13.	Language for Communications	1.4	English
14.	Time for Parties to Sign a Contract Agreement.	1.6	28 Days after receipt of Letter of acceptance.
15.	Number of additional paper copies of EPC Contractor's Documents	1.8	Three (03) Copies
16.	Total liability of the EPC Contractor to the Employer	1.14	1.15 times the Contract Amount stated in the Contract Agreement.

Sr. No.	Data Required	Sub-Clause	Data
	under or in connection with the Contract		
17.	After receiving the Letter of Acceptance, the EPC Contractor shall be given right of access to all or part of the Site within	2.1	28 days after both parties have signed the Contract Agreement after obtaining Performance Security from the EPC Contractor under sub clause 4.2.
18.	Employer's Financial Arrangements	2.4	The Employer shall receive funds from Government of Pakistan from PSDP allocation for the project. The PC-1 stands approved
19.	Performance Security (as percentages of the Accepted Contract Amount in Currency/ies)	4.2	The performance security will be 10 % of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
20.	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	4.4(a)	Sub-contracting is only allowed for Specialized work.
21.	Parts of the Works for which subcontracting is not permitted:	4.4(b)	No subcontracting is allowed other than Specialized Work.
22.	Number of additional paper copies of progress reports	4.20	Ten (10) copies
23.	Normal working hours on site	6.5	As per applicable Law of Islamic Republic of Pakistan.
24.	Number of additional paper	8.3	Six (06) copies

Sr. No.	Data Required	Sub-Clause	Data
	copies of programs		
25.	Delay Damages payable for each day of delay	8.8	For each section of the works and Inter-contract Handover dates as described in Summary of Procedure for Delay Damages.
26.	Maximum Amount of Delay Damages	8.8	10% of the Accepted Contract Amount stated in the Letter of Acceptance.
27.	Percentage rate to be applied to Provisional Sums for overhead charges and profit.	13.4(b)(ii)	10%. This percentage shall not be applied to reimbursement of payment w.r.t taxes, duties, royalties, DAAB and insurance invoices etc.
28.	Total amount of Advance Payment	14.2	The Mobilization Advance Payment shall be 10% of Accepted Contract Amount
29.	Currency/(ies) of Advance Payment	14.2	An interest free Mobilization Advance of 10% shall be made to the EPC Contractor in local currency (foreign currency portion shall be paid in equivalent PKR) as per the Percentage of Proposal Price for Table-B Summary of Payment Currencies against Bank Guarantees in amounts and currencies equal to the Advance Payment as per Sub-Clause 14.2 of Special Provisions – Part B.
30.	Number of additional paper copies of Statements	14.3(b)	Six (06) Copy
31.	Percentage of retention	14.3(iii)	10%
32.	Limit of Retention Money (as a percentage of Accepted Contract Price)	14.3(iii)	5%
33.	Plant and Materials for payment when shipped.	14.5(b)(i)	N/A
34.	Plant and Materials for payment when	14.5(c)(i)	N/A

Sr. No.	Data Required	Sub-Clause	Data
	delivered to the Site.		
35.	Minimum amount of Interim Payment Certificates (IPC)	14.6.2	Rs. 100 Million
36.	Period for the Employer to make interim payments to the EPC Contractor under Sub-Clause 14.6 [Interim Payment]	14.7(b)(i)	45 days
37.	Period for the Employer to make final payment to the EPC Contractor	14.7(c)	84 days
38.	Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	KIBOR+2% per annum for local currency SOFR +1% (Secured Overnight Financing Rate) per annum for foreign currency.
39.	Number of additional paper copies of draft Final Statement	14.11.1(b)	Six (06) copies
40.	Currencies for Payment of Contract Price	14.15	The Contract Price shall be paid in PKR. The Foreign currency portion of Contract Price shall be paid in equivalent PKR. The source of exchange rate shall be TT Selling Rates Published or authorized by State Bank of Pakistan .
41.	Proportions or amounts of Local and Foreign Currencies are: Local:	14.15(a)(i)	Table B - Summary of Payment Currencies.

Sr. No.	Data Required	Sub-Clause	Data
	Foreign:		
42.	Currencies and Proportions for Payment of Delay Damages	14.15(c)	Currency: PKR Proportions: Table B - Summary of Payment Currencies.
43.	Rates of Exchange	14.15(g)	The date for exchange rate shall be 28-days prior to the submission of invoice.
44.	Forces of Nature	17.2(d)	Nil
45.	<p>Permitted Deductible Limits:</p> <ul style="list-style-type: none"> i. Insurance required for the Works ii. Insurance required for Goods iii. Insurance required for Liability for Breach of Professional Duty. iv. Insurance required against Liability for Fitness purpose (if any is required) v. Insurance required for Injury to Persons and Damage to Property vi. Insurance required for injury to Employees vii. Other Insurances required by Laws and by local practice: 	19.1	<ul style="list-style-type: none"> i. 1.15 times of replacement cost ii. Nil iii. Nil iv. Nil v. Nil vi. Nil vii. Nil

Sr. No.	Data Required	Sub-Clause	Data
46.	(a) Evidence of Insurance (b) Relevant Policies	19.1.1 (a) 19.1 (a) & 19.1(b)	a) Not later than commencement date. b) Within Twenty-eight (28) days from the commencement date.
47.	Additional amount to be Insured (as a percentage of the replacement value, if less or more than 15%).	19.2.1(b)	15% of replacement value (Accepted Contract Amount).
48.	<ul style="list-style-type: none"> Extent of insurance required for Goods. Amount of Insurance required for Goods. 	19.2.2	<ul style="list-style-type: none"> From Ex-Works (i.e., works, factory, warehouse, etc.) to delivery at site. Full replacement Value.
49.	Amount of Insurance required for Liability for Breach of Professional Duty (Design Works)	19.2.3(a)	Full replacement value of the works to be designed by the EPC Contractor.
50.	Insurance required against Liability for Fitness purpose	19.2.3(b)	Yes
51.	Period of Insurance required for Liability for Breach of Professional Duty (Design Works)	19.2.3	Two (02) years from the stipulated date of completion of construction.
52.	Amount of Insurance required for Injury to Persons and Damage to Property.	19.2.4	<p>Injury to person and Fatal case: Please refer to Schedule IV of Workman Compensation Act 1924 amended up to date.</p> <p>Damage to Property: Six Thousand Rupees (PKR 6000) per square feet.</p>

Sr. No.	Data Required	Sub-Clause	Data
53.	Other Insurances required by Laws and by local practice (give details.)	19.2.6	All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan
54.	Time for Appointment of DAAB	21.1	42 days after signature by both parties of the Contract Agreement
55.	The DAAB shall comprise	21.1	Three (03) members
56.	List of proposed Members of DAAB - proposed by Employer - proposed by EPC Contractor	21.1	Proposed by Employer <i>1. Engr Dr Mahmood Ahmad Sulehri</i> <i>2. Muhammad Amin</i> <i>3. Mushtaq Ahmad Somra</i> Proposed by EPC Contractor [Attach CVs to the Contract] 1. _____ 2. _____ 3. _____ To be provided in due course of time.
57.	Appointing Entity (official) for DAAB Members	21.2	Chairman Pakistan Engineering Council.
59.	The language of Arbitration shall be: The Place of Arbitration shall be: Rules of Arbitration:	21.6	PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive. The place of Arbitration shall be in the Employer's country: Lahore, Pakistan.

Summary of Procedure for Delay Damages for Interface Milestones

The dates to be given in Table 2 shall be finalized during the final pre-award negotiations with the preferred Package-I and Package-III Proposers to be mutually acceptable.

The procedure for determining Delay Damages due to failure to meet the Inter-Contract Milestone dates for each Section of the Works given in Table 2 shall be as follows:

Introduction

The intent of this procedure is to minimize any delay in taking over the generating units. For the purposes of this clause, it is assumed that all the Works are scheduled on the critical path with no float. The penalty per day for not meeting an interface date (a date one EPC Contractor needs to hand an area of the works to the other EPC Contractor) should therefore be the value of the actual loss expected to be incurred by WAPDA for not being able to generate for one day on one unit. A corresponding benefit will be credited for time saved although no benefit will be payable for completion in advance of the date in the Contract schedule.

Definition

An interface date is a date on which one EPC Contractor is scheduled to hand over a part of the work to the other EPC Contractor. These interface dates are provided in the table below (Table- 2). The selected interface dates are considered critical for the timely completion of the works. The recovery amount for each day recovered, when a delay has already occurred, shall be the same as the penalty amount per day.

Reduction and Recovery Amounts in Contract Price

The reduction in the contract price for each day an interface date is missed shall be PKR 4,700,000/- as this reflects the true measure of the lost income due to reduced generating capacity. This amount has been determined by dividing the value of the expected average annual energy generated by the Attabad Lake HPP (in MWh) by 365 (days) and three (the number of new generating units), and then multiplying by the value of energy (PKR/MWh).

Procedure

The EPC Contractors are expected to plan their work such that all the intermediate dates in the contract schedule are met.

It is intended that any delay in achieving a milestone will be recovered as soon as possible from subsequent milestones. The Civil Works and E&M Works EPC Contractors will each have a milestone "account" for delay costs and recovery benefits. No monetary transfers will take place to or from this account until the completion of each Section of the works.

The account will work as follows: If a particular milestone is completed late, the account for the responsible EPC Contractor will be debited accordingly. Should this occur, the duration of the remaining tasks will remain the same, but the completion date for that section will be extended by the amount of the delay. If an EPC Contractor can complete a subsequent task in less time than allowed, their account will be credited with the time saved until the work stream is brought back on schedule.

No credit will be given for completing any milestone before the date for that milestone, as given in the table-2, because it is considered unlikely that the EPC Contractor responsible for the subsequent activity will be in a position to take advantage of early handover.

Payments to or deductions from each EPC Contractor, based on the sum of all credits and debits for each section of the works, will only be made once the final milestone for that section has been achieved.

Example of Operation of the Procedure

If the E&M EPC Contractor is given access to start work on time but then takes three days longer than contracted to complete the next milestone, his account will be debited by the value of the three-day delay. If the Civil Works EPC Contractor can recover those three days or a proportion thereof (whole days only) when undertaking the next task, then his account will be credited for the time saved at the same rate. The maximum credit in this case would be three days, as that would bring the works back on schedule. If the Civil Works EPC Contractor is only able to recover two days, the works will be returned to the EM EPC Contractor one day behind schedule. If the E&M EPC contractor can recover this day, his account will be credited accordingly. This process continues from the start of work on each section of the works and ends when the plant is taken over.

Extensions of Time

The above process will take place without reference to any claims for Extension of Time that might be under review for the concerned works. The effect of the above process will be considered as part of the Extension of Time adjudication.

Table-1 Time Schedule for Delay Damages for Delayed Completion of Units

Unit No.	Date	Per Day Delay Damages (PKR)
Unit-1 (Commercial Operation)	37 Months from the date of commencement	4,700,000
Unit-2 (Commercial Operation)	39 Months from the date of commencement	4,700,000
Unit-3 (Commercial Operation)	41 Months from the date of commencement	4,700,000

Table-2 Time Schedule of Inter-Contract Milestones

Sr. No.	Inter-Contract Milestone	Dates of Completion (To be provided by EPC Contractor)	Responsible EPC Contractor
Unit 1 and items necessary to commission			
Unit 1:			
1	Powerhouse completed to top roof level and ready for installation of rails and overhead travelling crane (for installation of Stay Ring)		Civil Works
2	Make erection bay ready for use by the E&M EPC Contractor		Civil Works

Sr. No.	Inter-Contract Milestone	Dates of Completion (To be provided by EPC Contractor)	Responsible EPC Contractor
3	Hand draft tube area over to the E&M EPC Contractor for first stage of draft tube erection		Civil Works
4	Take first stage draft tube over from the E&M EPC Contractor for embedment and E&M EPC Contractor continue the second stage of Draft tube erection		E&M Works
5	Hand spiral case area over to the E&M EPC Contractor		Civil Works
6	Take spiral case over from the E&M EPC Contractor for embedment and construction up to generator foundations		E&M Works
7	Hand generator foundations and turbine floor area to E&M EPC Contractor for machine erection		Civil Works
8	Hand Office Buildings to E&M EPC Contractor with working main services		Civil Works
9	Unit 1 Start or Commercial Operation (Ready for Reliability Run)		E&M Works
Unit 2			
10	Hand draft tube area over to the E&M EPC Contractor for first stage of draft tube erection		Civil Works
11	Take first stage draft tube over from the E&M EPC Contractor for embedment and E&M EPC Contractor continued he second stage of Draft tube erection		E&M Works
12	Hand spiral case area over to the E&M EPC Contractor for erection		Civil Works
13	Take spiral case over from the E&M EPC Contractor for embedment and construction up to generator foundations		EM Works
14	Hand generator foundations and turbine floor area to E&M EPC Contractor for machine erection		Civil Works
15	Unit 2 Start of Commercial Operation (Ready for Reliability Run)		E&M Works

Sr. No.	Inter-Contract Milestone	Dates of Completion (To be provided by EPC Contractor)	Responsible EPC Contractor
Unit 3			
16	Hand draft tube area over to the E&M EPC Contractor for first stage of draft tube erection		Civil Works
17	Take first stage draft tube over from the E&M EPC Contractor for embedment and E&M EPC Contractor continue the second stage of Draft tube erection		E&M Works
18	Hand spiral case area over to the E&M EPC Contractor for erection		Civil Works
19	Take spiral case over from the E&M EPC Contractor for embedment and construction up to generator foundations		E&M Works
20	Hand generator foundations and turbine floor area to E&M EPC Contractor for machine erection		Civil Works
21	Unit 3 Start of Commercial Operation (Ready for Reliability Run)		E&M Works
22	Hand Finished site to Employer		Civil Works

Part B - Special Provisions

Sub-clause 1.1.24	Add the following text at the end:
Defects Notification Period or DNP	'as certified under sub-clause 10.1 (Taking Over the Works and Sections).
Sub-Clause 1.1.42	On the third line, "Specification" is replaced with "Employer's Requirements".
Key Personnel	
Sub-Clause 1.1.43	" Laws " means all Applicable Law of Pakistan, national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
Laws	
Sub-Clause 1.1.67	The Sub-clause is replaced with: " Site " means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.
Site	
Sub-Clause 1.1.73	The word 'Bid' is synonymous with 'Proposal' and the words 'Bid Documents' are synonymous with 'Proposal Documents.'
Tender	
Sub-Clause 1.1.74	On the second line, "Specification" is replaced with "Employer's Requirements".
Tests after Completion	
Sub-Clause 1.1.78	On the first line, "any change to the Works" is replaced with "any change to the Employer's Requirements or the Works".
Variation	
Sub-Clause 1.1.81, 1.1.82 and 1.1.83 are added after Sub-Clause 1.1.80.	
Sub-Clause 1.1.81	"Project" means Attabad Lake Hydropower Project (54 MW) to be constructed on the natural built lake at Attabad village on Hunza River.
Project	
Sub-Clause 1.1.82	" ES " means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH))."
ES	
Sub-Clause 1.1.83	" Letter of Acceptance " means the letter of formal acceptance of Contract Amount, signed by the Employer, of the Letter of Proposal, including any annexed memorandum Comprising agreements between and signed by both Parties.
Letter of Acceptance	
Sub-Clause 1.1.84	"Milestone" means a part of the Works stated in the Contract Data (if any), and described in detail in the Employer's Requirements as a Milestone, which is to be completed by the time for completion stated in Sub-Clause 4.26 [<i>Milestones</i>] but is not to be taken over by the Employer after completion.
Milestone	
Sub-Clause 1.2	(a) is replaced with: "(a) Words indicating one gender include all genders; and
Interpretation	

	<p>“he/she” is replaced with:” it”;</p> <p>“him/her” is replaced with “it”;</p> <p>“his” and “his/her” are replaced with: “its”;</p> <p>“himself/herself” are replaced with: “itself”.</p> <p>Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).</p> <p>sub-paragraph (k) is added:</p> <p>The word “tender” is synonymous with “Bid” or “Proposal”, the word tenderer with “Bidder” or “Proposer” and the words “tender documents” with “Request for Bids Documents” or “Request for Proposal Documents” or “Bidding/Bid document(s)”, as applicable.”</p>
<p>Sub-Clause 1.5</p> <p>Priority of Documents</p>	<p>Replace the list of documents from (a) to (i) with the following:</p> <ul style="list-style-type: none"> a) the Contract Agreement b) the Letter of Acceptance c) the Letter of Proposal d) the Particular Conditions Part A - Contract Data e) the Particular Conditions Part B - Special Provisions f) the General Conditions g) the Employer’s Requirements h) the Schedule of Prices i) the completed Schedules j) the Proposal k) the JV Agreement (if the EPC Contractor is a JV), and l) any other document forming part of the Contract.
<p>Sub-Clause 1.6</p> <p>Contract Agreement</p>	<p>In the Last line of the 1st paragraph the text “shall be borne by the Employer” is substituted by “shall be reimbursed by the Employer to EPC Contractor”.</p>
<p>Sub-Clause 3.1</p> <p>The Employer’s Representative</p>	<p>The Employer’ Representative shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <ul style="list-style-type: none"> (a) Sub-Clause 8.5 [Extension of Time for Completion]: agreeing or determining an extension of time (b) Any action under Sub-Clauses 8.9 [Employer’s Suspension], 8.10 [Consequences of Employer’s Suspension], 8.11 [Payment for Plant and Materials after Employer’s Suspension], 8.12 [Prolonged Suspension] and 8.13 [Resumption of Work]. (c) Issuance of “Taking Over Certificate” under Sub-Clause 10.1 & 10.2 [Taking Over the Works and Sections].

	<p>(d) Issuing the “Performance Certificate” under Sub-Clause 11.9 [Performance Certificate].</p> <p>(e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except;</p> <p style="padding-left: 40px;">(i) in an emergency situation as determined by the Engineer, or</p> <p>(f) Sub-Clause 13.3 [Variation Procedure]: approving a Proposal for Variation submitted by the EPC Contractor in accordance with Sub-Clause 13.1 [Right to Vary] or 13.2 [Value Engineering].</p> <p>(g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money].</p> <p>(h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Application of Interim Payment].</p> <p>(i) Agreeing or determining EOT and/or additional payment under Sub-Clause 20.2 [Claims for Payment and/or EOT].</p> <p>(k) Special approval of Employer is required for inclusion or removal of subcontractor.</p> <p>Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Employer’s Representative, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the EPC Contractor of any of his duties and responsibility under the Contract, instruct the EPC Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The EPC Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Employer’s Representative. The Employer’s Representative shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the EPC Contractor accordingly, with a copy to the Employer.</p>
<p>Sub-Clause 3.2</p> <p>Other Employer’s Personnel</p>	<p><u>Following paragraph is added at the end of this clause:</u></p> <p>The Employer has appointed The Management Consultants named as Attabad Hydropower Management Consultants (AHMC) comprising of national and international firms with National Engineering Services (NESPAK) as lead firm through a consultancy contract to assist Employer’s Representative to perform the duties assigned to him.</p> <p>AHMC shall act as the Technical Advisor and shall assist the Employer’s Representative in reviewing the EPC Contractor’s submissions, assist in contract administration and provide</p>

	<p>recommendations Technical and Contractual matters. The Employer's Representative shall, however, retain final decision-making authority.</p>
<p>Sub-Clause 4.2 Performance Security</p>	<p>4.2.1 EPC Contractor's Obligations</p> <p>The first paragraph is substituted with the following:</p> <p>"The EPC Contractor shall deliver the Performance Security to the Employer within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be in the form of bank guarantee issued by, at the option of the Proposer, either (a) any scheduled bank in Pakistan or (b) a bank located outside Pakistan duly counter-guaranteed by a scheduled bank in Pakistan and shall be in the prescribed form."</p> <p>Following paragraph is added at the end of this Sub-Clause: "The amount of Performance Security shall be reduced to 50% following expiry date of the Defects Notification Period (DNP) for the whole of the Works under Clause 11 of Conditions of Contract."</p>
<p>Sub-Clause 4.3 EPC Contractor's Representative</p>	<p>The following sentence is added at the end of the Sub-Clause:</p> <p>"If the EPC Contractor's Representative's delegates are not fluent in the said language, the EPC Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Employer."</p>
<p>Sub-Clause 4.4 Subcontractors</p>	<p>The following is added at the beginning of the second paragraph:</p> <p>"The EPC Contractor shall require in all subcontracts relating to the Works that Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the SEA/SH Prevention and Response Obligations.</p> <p>All subcontracts relating to the Works shall include a provision stipulating that the Sub-contractor accepts that the Employer may disqualify the Sub-contractor from being awarded a Government of Pakistan financed contract for a period of two years if the Sub-contractor is determined to have failed to comply with its SEA/SH Prevention and Response Obligations."</p> <p>The following is added at the end of the last paragraph of Sub-Clause 4.4:</p> <p>"All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be</p>

	<p>assigned to the Employer under sub-paragraph (a) of Sub-Clause 15.2.3 [After Termination].</p> <p>Where practicable, the EPC Contractor shall give fair and reasonable opportunity for EPC contractors from the Country to be appointed as Sub-contractors.”</p> <p><u>4.4.1 Specialized Sub-contractor</u> The Specialized Subcontractor means the Subcontractor duly evaluated during the selection of the EPC Contractor for specialized job.</p>
<p>Sub-Clause 4.5 Nominated Subcontractors</p>	<p>Not Applicable</p>
<p>Sub-Clause 4.6 Co-operation</p>	<p>On the second-last line of the first paragraph before “EPC Contractor’s”, add “of the”.</p> <p>The following is added after the first paragraph:</p> <p>“The EPC Contractor shall also, as be stated in the Employer’s Requirements or as instructed by the Employer, cooperate with and allow appropriate opportunities for the Employer’s Personnel to conduct any environmental and social assessment.”</p>
<p>Sub-Clause 4.8 Health and Safety Obligations</p>	<p>The following are included after deleting “and” at the end of (f) and replacing “.” with “; and” at the end of (g):</p> <ul style="list-style-type: none"> (h) where a health service provider for the Contract is stated in the Employer’s Requirements, provide all reasonable assistance (room, accommodation, water etc.) to enable the service provider to perform its functions; (i) provide health and safety training of EPC Contractor’s Personnel as appropriate and maintain training records; (j) actively engage the EPC Contractor’s Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to EPC Contractor’s Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the EPC Contractor’s Personnel; (k) put in place workplace processes for EPC Contractor’s Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe

	<p>presents an imminent and serious danger to their life or health.</p> <p>(l) EPC Contractor’s Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. EPC Contractor’s Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;</p> <p>(m) subject to Sub-Clause 4.6, where the Employer’s Personnel, any other EPC Contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and</p> <p>(n) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.”</p> <p>The second and third paragraphs are replaced with the following:</p> <p>“Subject to Sub-Clause 4.1, the EPC Contractor shall submit to the Employer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the EPC Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 5.2 (EPC Contractor’s Documents).</p> <p>The health and safety manual shall set out all the health and safety requirements under the Contract,</p> <p>(a) which shall include at a minimum:</p> <ul style="list-style-type: none"> (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the EPC Contractor, including control measures for chemical, physical and biological substances and agents; (ii) details of the training to be provided, records to be kept; (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of
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	<p>an emergency event (i.e., an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);</p> <p>(iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,</p> <p>(v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;</p> <p>(vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the EPC Contractor in accordance with Sub-Clause 6.6; and</p> <p>(b) any other requirements stated in the Employer’s Requirements.”</p> <p>The paragraph starting with: “In addition to the reporting requirement of...” is deleted and replaced with the addition to GC Sub-Clause 4.20 in Sub-Clause 4.20 of the Special Provisions.</p>
<p>Sub-Clause 4.15</p> <p>Access Route</p>	<p>The following is added at the end of Sub-Clause 4.15:</p> <p>“The EPC Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of, if any, EPC Contractor’s Equipment on public roads or other public infrastructure.</p> <p>The EPC Contractor shall monitor and use road safety incidents and accidents reports to identify negative safety issues, and establish and implement necessary measures to resolve them.”</p>

<p>Sub-Clause 4.16</p> <p>Transport of Goods</p>	<p>The following is added at the end:</p> <p>The EPC Contractor shall duly consider the nature, volume and weight of all Plant and major items of the Goods for the safe inland transportation up to the Site. After consultation with the Employer, the EPC Contractor shall, at its own risk and cost, use the most appropriate route for transporting the Plant and Goods without causing the impediments to the public transport and without causing any delay to the approved program of the Works.</p>
<p>Sub-Clause 4.18</p> <p>Protection of the Environment</p>	<p>The Sub-Clause is replaced with: “The EPC Contractor shall take all necessary measures to:</p> <p>(a) protect the environment (both on and off the Site); and</p> <p>(b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the EPC Contractor’s operations and/ or activities.</p> <p>The EPC Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the EPC Contractor’s activities shall exceed neither the values indicated in the Employer’s Requirements, nor those prescribed by applicable Laws.</p> <p>In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the EPC Contractor’s operations, the EPC Contractor shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The EPC Contractor shall implement such remedies at its cost to the satisfaction of the Employer.”</p>
<p>Sub-Clause 4.20</p> <p>Progress Reports</p>	<p>At the end of sub-paragraph (g) the word “and” is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with “,”, and the following new sub-paragraphs are added as:</p> <p>(i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing;</p> <p>(j) monthly summery of daily job record indicating weather conditions, deployment of EPC Contractor’s Equipment, labour employment, local material procurement and material import, if any; and</p> <p>(k) salient contractual and project information.</p>
<p>Sub-Clause 4.21</p> <p>Security of the Site</p>	<p>Sub-Clause 4.21 is replaced with:</p> <p>“The EPC Contractor shall be responsible for the security of the Site, and:</p>

	<p>(a) for keeping unauthorized persons off the Site;</p> <p>(b) authorized persons shall be limited to the EPC Contractor’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorized personnel (including the Employer’s other EPC Contractors on the Site), by a Notice from the Employer to the EPC Contractor; and</p> <p>Subject to Sub-Clause 4.1, the EPC Contractor shall submit for the Employer’s No-objection a security management plan that sets out the security arrangements for the Site.</p> <p>The EPC 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 EPC 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 Employer’s Requirements.</p> <p>The EPC Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.</p> <p>In making security arrangements, the EPC Contractor shall also comply with any additional requirements stated in the Employer’s Requirements.”</p>
<p>Sub-Clause 4.22 EPC Contractor’s Operations on Site</p>	<p>On the third line of the second paragraph before “4.17”, “Sub-Clause” is added.</p>
<p>Sub-Clause 4.23 Archaeological and Geological Findings</p>	<p>The first paragraph is replaced with the following:</p> <p>“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 EPC Contractor shall:</p> <p>(a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent EPC Contractor’s Personnel or other persons from removing or damaging any of these findings;</p> <p>(b) train relevant EPC Contractor’s Personnel on appropriate actions to be taken in the event of such findings; and</p>

	(c) implement any other action consistent with the requirements of the Employer’s Requirements and relevant Laws.”
<p>Sub-Clause 4.24</p> <p>Suppliers (other than Subcontractors)</p>	<p>The following Sub-Clause is added:</p> <p>4.24.1 Forced Labor</p> <p>The EPC Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in Sub-Clause 6.21. If forced labor/trafficking cases are identified, the EPC Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the EPC Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.</p> <p>4.24.2 Child labor</p> <p>The EPC Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in Sub-Clause 6.22. If child labor cases are identified, the EPC Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the EPC Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.</p> <p>4.24.3 Serious Safety Issues</p> <p>The EPC Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.4, 4.8 and 6.7. The EPC Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the EPC Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the EPC Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.</p> <p>4.24.4 Obtaining natural resource materials in relation to supplier</p> <p>The EPC Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or</p>

	<p>critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.</p> <p>If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the EPC Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats</p>
<p>Sub-Clause 4.25</p> <p>Code of Conduct</p>	<p>The following is added as Sub-Clause 4.25:</p> <p>“The EPC Contractor shall take all necessary measures to ensure that each EPC Contractor’s Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.</p> <p>These measures include providing instructions and documentation that can be understood by the EPC Contractor’s Personnel and seeking to obtain that person’s signature acknowledging receipt of such instructions and/or documentation, as appropriate.</p> <p>The EPC 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 EPC Contractor’s Personnel, Employer’s Personnel and the local community.</p> <p>The EPC Contractor’s Management Strategy and Implementation Plans shall include appropriate processes for the EPC Contractor to verify compliance with these obligations”</p>
<p>Sub-Clause 4.26</p> <p>Milestones</p>	<p>The following Sub-Clause is added:</p> <p>“If no Milestones are specified in the Contract Data, this Sub-Clause shall not apply.</p> <p>The EPC Contractor shall complete the works of each Milestone (including all work which is stated in the Employer’s Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.</p> <p>The EPC Contractor shall include, in the initial Programme and each revised Programme, under sub-paragraph (a) of Sub-Clause 8.3 [Programme], the time for completion of each Milestone.</p>

	<p>Sub-paragraph (d) of Sub-Clause 8.4 [Advance Warning] and Sub-Clause 8.5 [Extension of the Time for Completion] shall apply to each Milestone, such that “Time for Completion” under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.</p> <p>The EPC Contractor may apply, by Notice to the Employer’s Representative, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the EPC Contractor’s opinion, be complete. The Employer’s Representative shall, within 28 days after receiving the Contactor’s Notice:</p> <p>(a) issue the Milestone Certificate to the EPC Contractor, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or</p> <p>(b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the EPC Contractor to enable the Milestone Certificate to be issued.</p> <p>The EPC Contractor shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause.</p> <p>If the Employer’s Representative fails either to issue the Milestone Certificate or to reject the EPC Contractor’s application within the above period of 28 days, and if the works of a Milestone are completed in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the EPC Contractor’s Notice of application.</p> <p>If delay damages for a Milestone are stated in the Contract Data, and if the EPC Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause):</p> <p>(i) the EPC Contractor shall, subject to Sub-Clause 20.1 [Claims], pay delay damages to the Employer for this default;</p> <p>(ii) such delay damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate;</p>
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	<p>(iii) these delay damages shall be the only damages due from the EPC Contractor for such default; and</p> <p>(iv) the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the EPC Contractor’s liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the EPC Contractor).”</p>
<p>Sub-Clause 5.1 General Obligations</p> <p style="text-align: right;">Design</p>	<p>In the last paragraph, the provisions of sub-paragraph (d) are deleted in their entirety.</p>
<p>Sub-Clause 5.2</p> <p>EPC Contractor’s Documents</p>	<p>5.2.2 <u>Review by Employer</u></p> <p>Add the following para at the end:</p> <p>If the Employer requires more time to review the EPC Contractor’s documents, then he will notify the EPC Contractor of such additional time required by him before the expiry of review period. In such cases if the EPC Contractor suffers any delay, then the EPC Contractor may be entitled to request for Extension of Time under Sub- Clause 8.5.</p>
<p>Sub-Clause 5.4</p> <p>Technical Standards and Regulations</p>	<p>The following is added as a second paragraph:</p> <p>“If so, stated in the Employer’s Requirements, the EPC Contractor shall:</p> <p>(a) take to account climate change considerations in the design of structural elements of the Works and new buildings if any; and</p> <p>(b) apply the concept of universal access to the design and construction of structures and new buildings if any (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances.)</p>
<p>Sub-Clause 6.1</p> <p>Engagement of Staff and Labour</p>	<p>On the first line, “Specification” is replaced with “Employer’s Requirements”.</p> <p>The following paragraphs are added at the end of the Sub-Clause:</p> <p>“The EPC Contractor shall provide the EPC Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor Laws applicable to the EPC Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of</p>

	<p>work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Employer’s Requirements. The EPC Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.</p> <p>The EPC Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.”</p>
<p>Sub-Clause 6.2 Rates of Wages and Conditions of Labor</p>	<p>The following paragraphs are added at the end of this Sub-Clause:</p> <p>“The EPC Contractor shall inform the EPC Contractor’s Personnel about:</p> <ul style="list-style-type: none"> (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Employer’s Requirements; and (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force. <p>The EPC Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.</p> <p>Where required by applicable Laws or as stated in the Employer’s Requirements, the EPC Contractor shall provide the EPC Contractor’s Personnel written notice of termination of employment and details of severance payments in a timely manner. The EPC Contractor shall have paid the EPC Contractor’s Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement / employment.”</p>
<p>Sub-Clause 6.5 Working Hours</p>	<p>Delete the entire text and replace with the following:</p> <p>Working hours shall be observed by the EPC Contractor as stipulated in the Labor Laws of Pakistan. However, when deemed necessary to expedite the Works, overtime, night time or holiday working may be allowed by the Employer upon the EPC Contractor’s request. The EPC Contractor in these cases shall pay all the costs of Employer and his staff for such overtime, night time and holiday working at Site.</p>
<p>Sub-Clause 6.6 Facilities for Staff and Labor</p>	<p>The following is added as the last paragraph:</p> <p>“If stated in the Employer’s Requirements, the EPC Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the EPC Contractor’s</p>

	<p>Personnel. The EPC Contractor shall also provide similar facilities for the Employer's Personnel as stated in the Employer's Requirements."</p>
<p>Sub-Clause 6.7 Health and Safety of Personnel</p>	<p>In the second paragraph, replace "The EPC Contractor" with: "Except as otherwise stated in the Employer's Requirements, the EPC Contractor..."</p>
<p>Sub-Clause 6.8 EPC Contractor's Superintendence</p>	<p>The following paragraph is added at the end: If the EPC Contractor's superintending staff is not fluent in English language, the EPC Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Employer.</p>
<p>Sub-Clause 6.9 EPC Contractor's Personnel</p>	<p>The Sub-Clause is replaced with: "The EPC Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations. The Employer may require the EPC Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the EPC Contractor's Representative and Key Personnel (if any), who:</p> <ul style="list-style-type: none"> (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 in breach of Sub-Clause 6.3 [Recruitment of Persons]; or (g) undertakes behavior which breaches the Code of Conduct for EPC Contractor's Personnel (ES). <p>If appropriate, the EPC Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the EPC Contractor's Representative, Sub-Clause 4.3 [EPC Contractor's Representative] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [Key Personnel] shall apply. Subject to the requirements in Sub-Clause 4.3 [EPC Contractor's Representative] and 6.12 [Key Personnel], and notwithstanding any requirement from the Employer to remove or cause to remove any person, the EPC Contractor shall take immediate action as appropriate in response to any violation of</p>

	(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 EPC Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."
Sub-Clause 6.12 Key Personnel	The following is inserted at the end of the last paragraph: "If any of the Key Personnel are not fluent in this language, the EPC Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Employer."
The following Sub-Clauses 6.13 to 6.28 are added after Sub-clause 6.12.	
Sub-Clause 6.13 Foreign Personnel	The EPC 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 EPC Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the EPC Contractor, use its best endeavors in a timely and expeditious manner to assist the EPC Contractor in obtaining any local, state, national or government permission required for bringing in the EPC Contractor's personnel. The EPC Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the EPC Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
Sub-Clause 6.14 Supply of Foodstuffs	The EPC Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer's Requirements at reasonable prices for the EPC Contractor's Personnel for the purposes of or in connection with the Contract
Sub-Clause 6.15 Supply of Water	The EPC Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the EPC Contractor's Personnel.
Sub-Clause 6.16 Measures against Insect and Pest Nuisance	The EPC Contractor shall at all times take the necessary precautions to protect the EPC Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The EPC Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
Sub-Clause 6.17 Alcoholic Liquor or Drugs	The EPC 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 EPC Contractor's Personnel.
Sub-Clause 6.18 Arms and Ammunition	The EPC Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow EPC Contractor's Personnel to do so
Sub-Clause 6.19 Festivals and Religious Customs	The EPC Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs
Sub-Clause 6.20 Funeral Arrangements	The EPC 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.
Sub-Clause 6.21 Forced Labour	<p>The EPC 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.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, 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.</p>
Sub-Clause 6.22 Child Labor	<p>The EPC Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>The EPC 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.</p> <p>The EPC 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 EPC Contractor with the Employer's consent. The EPC Contractor shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to</p>

	<p>jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or; (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
<p>Sub-Clause 6.23 Employment Records of Workers</p>	<p>The EPC Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Employer. These records shall be included in the details to be submitted by the EPC Contractor under Sub-Clause 6.10 [EPC Contractor's Records].</p>
<p>Sub-Clause 6.24 Workers Organization</p>	<p>In countries where the relevant labour laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the EPC Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organizations, the EPC Contractor shall enable alternative means for the EPC Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The EPC Contractor shall not seek to influence or control these alternative means. The EPC Contractor shall not discriminate or retaliate against the EPC 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."</p>
<p>Sub-Clause 6.25 Non-Discrimination and Equal Opportunity</p>	<p>The EPC Contractor shall not make decisions relating to the employment or treatment of EPC Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The EPC Contractor shall base the employment of EPC Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with</p>

	<p>respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.</p> <p>Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The EPC Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).</p>
<p>Sub-Clause 6.26</p> <p>EPC Contractor's Personnel Grievance Mechanism</p>	<p>The EPC Contractor shall have a grievance mechanism for EPC Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns. (other than those relating to SEA and/or SH, which shall be addressed under Sub-Clause 6.27 below). The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.</p> <p>The EPC 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 EPC Contractor's Personnel.</p> <p>The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.</p> <p>The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to EPC Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements."</p>
<p>Sub-Clause 6.27</p>	<p>The EPC Contractor shall provide appropriate training to relevant EPC Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of</p>

<p>Training of EPC Contractor's Personnel</p>	<p>SEA and SH, and health and safety training referred to in Sub-Clause 4.8.</p> <p>As stated in the Specification or as instructed by the Employer's Representative, the EPC Contractor shall also allow appropriate opportunities for the relevant EPC Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.</p> <p>The EPC Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other EPC Contractor's Personnel.</p>
<p>Sub-Clause 6.28 Compliance by Subcontractors</p>	<p>The EPC Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.</p>
<p>Sub-Clause 7.1 Manner of Execution</p>	<p>The following new paragraph is added at the end:</p> <p>The EPC Contractor is encouraged, to the extent practicable and reasonable, to use Plant, Materials, Goods and EPC Contractor's Equipment from the sources located in the country of the Employer. However, in case any of the Plant, Materials, Goods or EPC Contractor's Equipment is not available in the Employer's country, that shall be imported from the eligible source countries.</p>
<p>Sub-Clause 7.3 Inspection</p>	<p>The following is added in the first paragraph after "Employer's Personnel" "(including the Employer's staff or consultants acting on the Employer's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)"</p> <p>The following is added as (b) (iv):</p> <p>"(iv) carryout environmental and social audit, and"</p>
<p>Sub-Clause 7.4 Testing by the EPC Contractor</p>	<p>The second paragraph is modified to start as: "Except as otherwise specified in the Contract, the EPC Contractor shall...."</p>
<p>Sub-Clause 7.7 Ownership of Plant and Materials</p>	<p>The first paragraph is modified to start as: "Except as otherwise specified in the Contract, each item of"</p>
<p>Sub-Clause 7.9 Factory Acceptance Test</p>	<p>Factory acceptance test shall be witnessed by the personnel of the Employer and the Employer's Representative. All cost in connection with witnessing of the factory acceptance tests by the Employer and the Employer's Representative shall be borne by the EPC Contractor. These Shall include costs of air travel (economy class) from Pakistan to place inspection / testing and back, hotel accommodation / boarding / lodging (as per actual), inland transportation and daily allowance (agreed</p>

	<p>by the Employer) per day per person for inspection testing to be conducted outside and inside Pakistan for each visit of every person to witness these tests.</p>
<p>Sub-Clause 7.10 Performance Guarantees</p>	<p>The following sub clause 7.10 is added:</p> <p>The EPC Contractor shall guarantee a rated output as per Appendix-A to the PCC - Part B (Performance Guarantees) on the generator terminals for rated net water head and rated water discharge in accordance with the technical specifications ("Guaranteed Output").</p> <p>In case the variation in the output on the generator terminals for rated net water head and rated water discharge is more than 2% of the specified technical specifications ("Guaranteed Output"), the EPC Contractor shall remove the defect, or replace the Hydro-generating unit or related parts at his own cost, so that the desired specified output is achieved.</p> <p>(a) The Contract Price for each generator and/or turbine shall be reduced by US\$ 90,000 Ninety Thousand for each one tenth of one percent (1/10 of 1%) or part thereof that the weighted average prototype efficiency as determined by test is less than the guaranteed weighted average efficiency.</p> <p>(b) In any case the liquidated damages related to the output/production capacity shall not exceed ten percent (10%) of the Contract Value of the concerned turbine and generator Hydro-generating Unit. Liquidated damages for delayed completion, if any, shall be paid separately.</p> <p>(c) In case the value of either weighted average efficiency or rated output is less than two percent (2%) of guaranteed values then</p> <p>i) the Employer shall have the right to reject the generator and/or turbine; in which case the EPC Contractor shall design, model test, construct, supply and install free of charge to the Employer a new generator and/or turbine with satisfactory performance. Further, in this case the EPC Contractor shall carry out site efficiency tests of all units. Or</p> <p>ii). The Employer shall advise the EPC Contractor to remove the defect or repair/replace the Hydro-generating unit or concerned part at his own cost within a reasonable time ascertained by the Employer's Representative.</p>

	<p>If such attempts to improve or modify or rectify fails, then imposing of liquidated damages or rejection of the equipment as the case may be, shall be applied.</p> <p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any moneys due or to become due to the EPC Contractor. The payment or deduction of such damages shall not relieve the EPC Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.</p>
<p>Sub-Clause 8.1 Commencement of Works</p>	<p>The sub-clause is replaced with the following: “The Employer’s Representative shall give a Notice to the EPC Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.”</p>
<p>Sub-Clause 8.3 Programme</p>	<p>Add the following para at the end: Nevertheless, the approval of program shall not in any way relieve the EPC Contractor from any of his liability for timely completion of the Works, and unless otherwise revised/updated, such program shall be deemed to serve as a base line schedule for its contractual effects and for coordination of the Works between the Employer, the EPC Contractor and the Employer’s Representative.</p>
<p>Sub-clause 8.5 Extension of Time for Completion</p>	<p>SCL Protocol 2017 governing guideline for determining EOT and EOT related cost claims</p>

Sub-Clause 10.1
Taking Over the Works and Sections

Following text is added as sub paragraph (iii)
The Works shall be divided into five (05) Sections. One Unit consist complete turbine generator unit (s) including all associated systems.
In order to render the unit (s) fit for its purpose and capable to generate Electrical output that can be dispatched through the interconnection and transmission facilities to the Regional grid/ Load Centers.

Section No.	E&M Works	Time for Completion
1	Execution of successful completion of First Unit and all Auxiliaries necessary, Switchyard, Remote End Line Bays fit for intended / commercial purpose. Tests on completion have also been satisfactorily completed	37 Months from the date of commencement
2	Execution of successful completion of Second Unit and all Auxiliaries necessary, Switchyard, Remote End Line Bays fit for intended/ commercial purpose. Tests on completion have also been satisfactorily completed.	39 Months from the date of commencement
3	Execution of successful completion of the Third Unit and all Auxiliaries necessary, Switchyard, Remote End Line Bays fit for intended/ commercial purpose. Tests on completion have also been satisfactorily completed.	41 Months from the date of commencement
4	Intake and Flushing Hydraulic Gates, Trash racks, Stoplogs and their Associated Equipment, HSS and Gantry Crane	36 Months from the date of commencement

	5	<p>Execution of successful completion of remaining Balance of Plant Mechanical Works (Bridge Cranes, Workshops, Fire Detection and Fire Fighting system (For Generators), Drainage and Dewatering system, Oil Filtration system, Compressed Air system, Complete Switchyard and Balance of Plant for Electrical Works, SCADA system, Telecommunication system, DG Set and other whole of the works mentioned in Employer's Requirement. Tests on completion have also been satisfactorily completed on these systems.</p>	42 Months from the date of commencement
<p>Note:</p> <p>All the Prerequisites / Activities outlined in each section for Powerhouse Electro-Mechanical Works must be completed prior to the release of the TOC (Taking Over Certificate) in accordance with the provisions of Sub-Clause 10.1.</p>			
<p>Sub-Clause 13.4</p> <p>Provisional Sums</p>	<p>The following is inserted as the penultimate paragraph:</p> <p>“The Provisional Sum shall be used to cover the Employer's share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Employer shall be required with respect to the work of the DAAB. The EPC Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.”</p>		
<p>Sub-Clause 13.6</p> <p>Adjustments for Changes in Laws</p>	<p><u>Following is added at the end:</u></p> <p>Clause 13.6 does not deal with taxes. However, any subsequent change in tax laws may be proposed as under.</p> <p>Any increase or decrease in the taxes due to subsequent legislation will be dealt as given below.</p> <p>a) Local Direct Taxes</p>		

	<p>It is implied that the Proposer has taken all the risks into account while submitting the proposed price. The Employer (WAPDA) shall not be responsible for any present or future direct taxes (Income Tax/Corporate Tax, WHT, Turnover Tax, Super Tax etc.) payable by the Proposer, his/her experts and other employees.</p> <p>Any increase or decrease in the rates of all local direct taxes or introduction of new tax on the income of the EPC Contractor, experts and other employees in connection with the performance of the contract will be the liability of the EPC Contractor as these taxes are levied on the income earned by the EPC Contractor from the contract and the Employer (WAPDA) will not compensate to the EPC Contractor.</p> <p>b) Local Indirect Taxes</p> <p>All local indirect taxes i.e. sales tax, custom duty, VAT, levies, other charges or similar taxes levied on the EPC Contractor's invoice, shall be borne and reimbursed by the Employer (WAPDA), subject to withholding Law, on the basis of actual amount of indirect taxes paid by the EPC Contractor at the prevailing tax rates supported by the documentary evidence of such payment of indirect taxes by the EPC Contractor. The indirect taxes shall be mentioned as separate line item on the EPC Contractor's invoice.</p> <p>Information of the EPC Contractor's Tax obligations in the Employer's (WAPDA) country can be found from Federal Board of Revenue Pakistan (www.fbr.gov.pk) & relevant Provincial Tax Authority's website or from their relevant offices.</p> <p>The following is added at the end of the Sub-Clause:</p> <p>"Notwithstanding the foregoing, the EPC Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.7.1 [Adjustments for Changes in Cost]."</p>
<p>Sub-Clause 13.7</p> <p>Adjustments for Changes in Cost</p>	<p>Refer to "Appendix to Proposal - Schedule of Cost Indexation"</p>

<p>Sub-Clause 14.1(b)</p> <p>The Contract Price</p>	<p>For the purpose of Local Direct Taxes and Indirect Taxes it is amended as:</p> <p>a) Local Direct Taxes</p> <p>It is implied that the Proposer has taken all the risks into account while submitting the proposed price. The Employer (WAPDA) shall not be responsible for any present or future direct taxes (Income Tax/Corporate Tax, WHT, Turnover Tax, Super Tax etc.) payable by the Proposer, his/her experts and other employees.</p> <p>Any increase or decrease in the rates of all local direct taxes or introduction of new tax on the income of the EPC Contractor, experts and other employees in connection with the performance of the contract will be the liability of the EPC Contractor as these taxes are levied on the income earned by the EPC Contractor from the contract and the Employer (WAPDA) will not compensate to the EPC Contractor.</p> <p>b) Local Indirect Taxes</p> <p>All local indirect taxes i.e. sales tax, custom duty, VAT, levies, other charges or similar taxes levied on the EPC Contractor's invoice, shall be borne and reimbursed by the Employer (WAPDA), subject to withholding Law, on the basis of actual amount of indirect taxes paid by the EPC Contractor at the prevailing tax rates supported by the documentary evidence of such payment of indirect taxes by the EPC Contractor. The indirect taxes shall be mentioned as separate line item on the EPC Contractor's invoice.</p> <p>Information of the EPC Contractor's Tax obligations in the Employer's (WAPDA) country can be found from Federal Board of Revenue Pakistan (www.fbr.gov.pk) & relevant Provincial Tax Authority's website or from their relevant offices.</p> <p>The following is added at the end of the sub-clause:</p> <p><u>Withholding of Advance Income Tax</u></p> <p>All payments (gross) as payable to the EPC Contractor/Subcontractor will be subject to Withholding Tax/Advance Tax at prescribed rate at the time of payment. The deduction of advance income tax from the gross payable bills shall be made in accordance with prevalent income tax laws of the Government of Pakistan. These deductions shall be deposited in the Government Treasury by the Employer to the account of the EPC Contractor within prescribed period.</p>
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	<p>The Employer shall within 28 days of making any such deduction provide to the EPC Contractor/ Consultant within prescribed period.</p> <p>The Employer shall within 28 days of making any such deduction provide to the EPC Contractor a certificate of tax deducted and deposit in the Government Treasury.</p> <p><u>Provincial Sales tax on Services:</u> Subject to the relevant provisions of the Provincial Sales tax Act on Services, all payments (gross) as payable to the EPC Contractor/Subcontractor in relation to Works/Services will be subject to withholding sales tax at the prevalent rates at the time of payment.</p>
<p>Sub-Clause 14.2 Advance Payment</p>	<p><u>14.2.1 Advance Payment Guarantee</u> The first paragraph is amended as under;</p> <p>“the total amount of”</p> <p>4. In sub-paragraph (a) before “the advance payment has been repaid” add the words: “the total amount of”</p> <p>5. In the last sentence, before “the advance payment” add the words: “the first installment of”</p> <p>The entity issuing the Advance Payment Guarantee and its form shall be as under:</p> <p>The Advance Payment Guarantee shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance rated as A by PACRA/VIS. In case of Joint Venture, the Advance Payment Guarantee(s) shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.</p> <p><u>14.2.3 Re-payment of Advance Payment</u> Replace the text with the following: The Advanced Payment shall be recovered at the rate of 10% from each invoice. The Advance Payment security may be reduced in proportion to the value of the Plant and Equipment delivered to the site, as evidenced by shipping and delivery documents.</p>

<p>Sub-Clause 14.3 Application for Interim Payment</p>	<p>The following is inserted at the end of (vi) after: <i>[Agreement or Determination]</i>: “any reimbursement due to the EPC Contractor under the Dispute Avoidance/ Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance/ Adjudication Agreement).”</p>
<p>Sub-Clause 14.12 Discharge</p>	<p>On the seventh line of the first paragraph, replace “Sub-Clause 21.6 [Arbitration]” with “Clause 21 [Disputes and Arbitration]”.</p>
<p>Sub-Clause 14.4 Schedule of Payments</p>	<p>This Sub-Clause is replaced with following:</p> <p><u>Schedule No. 01: Supply of Plant from Abroad (Pre-Engineered Structures) including Fixtures and other Materials, Goods and Spare Parts (if any) (Schedule of Price basis)</u></p> <p>In respect of Plant and Equipment supplied from Abroad, the following payments shall be made:</p> <ul style="list-style-type: none"> • Sixty five percent (65%) of the total or pro rata CIP amount (quoted amount) upon incoterm "CIP" upon delivery to the carrier within forty-five (45) days after successful Factory Acceptance Tests (FAT) and Certificate by Engineer’s Representative and receipt of invoice and shipping documents. • Thirty percent (30%) of the total or pro rate CIP amount (quoted amount) upon Incoterm "CIP (including all costs of Logistics to site etc.)" after delivery to Site (ATTABAD LAKE HPP, DISTRICT HUNZA) within forty-five (45) days after receipt of invoice. • Two point five percent (2.5%) of the total or pro rate CIP (quoted amount), upon issuance of the Taking over Certificate, within forty-five (45) days after receipt of invoice mentioned. • Two point five percent (2.5%) of the total or pro rate CIP (quoted amount), upon issuance of the Operation Acceptance Certificate / Defects Notification Certificate, within forty-five (45) days after receipt of invoice mentioned. <p><u>Schedule No. 02: Supply of Plant from within the Employer’s Country (Pre-Engineered Structures) including Fixtures and other Materials, Goods and Spare Parts (if any) (Schedule of Price basis)</u></p> <p>In respect of Plant and Equipment supplied from within the Employer's country, the following payments shall be made:</p> <ul style="list-style-type: none"> • Sixty five percent (65%) of the total or pro rate quoted amount upon incoterm "EXW", after successful Factory Acceptance Tests (FAT) and Certificate by Engineer’s representative, within forty-five (45) days after receipt of invoice.

	<ul style="list-style-type: none"> • Thirty percent (30%) of the total or pro rate quoted amount upon after delivery to Site (ATTABAD LAKE HPP, DISTRICT HUNZA) within forty-five (45) days after receipt of invoice. • Two point five percent (2.5%) of the total or pro rate quoted amount, upon issuance of the Taking over Certificate, within forty-five (45) days after receipt of invoice. • Two point five Percent (2.5%) of the total or pro rate quoted amount, upon issuance of the Operation Acceptance Certificate / Defects Notification Certificate, within forty-five (45) days after receipt of invoice mentioned. <p><u>Price Schedule No. 03: Design Services</u></p> <ul style="list-style-type: none"> • Twenty five percent (25%) of the measured value of work performed by the Contractor, as identified in the said Program Level-I Design, during the preceding month, as evidenced by the Employer's authorization of the Contractor's application, will be made monthly within forty-five (45) days after receipt of invoice. • Seventy percent (70%) of the measured value of work performed by the Contractor, as identified in the said Program Level-II Design and all other approved submittals, during the preceding month, as evidenced by the Employer's authorization of the Contractor's application, will be made monthly within forty-five (45) days after receipt of invoice. • Two point five percent (2.5%) of the total or pro rata value of Design services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Taking over Certificate, within forty-five (45) days after receipt of invoice. • Two point five percent (2.5%) of the total or pro rata value of Design services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Operation Acceptance Certificate / Defects Notification Certificate, within forty-five (45) days after receipt of invoice. <p><u>Price Schedule No. 04: Installation and All other Services</u></p> <p>The following payments shall be made:</p> <ul style="list-style-type: none"> • Ninety five percent (95%) of the measured or pro rata value of work performed by the Contractor, as identified in the said Program of Performance, during the preceding month, as evidenced by the Employer's authorization of the Contractor's application, will be
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	<p>made monthly within forty-five (45) days after receipt of invoice.</p> <ul style="list-style-type: none"> • Two point five percent (2.5%) of the total or pro rata value of installation services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Taking over Certificate, within forty-five (45) days after receipt of invoice. • Two point five percent (2.5%) of the total or pro rata value of installation services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Operation Acceptance Certificate / Defects Notification Certificate, within forty-five (45) days after receipt of invoice.
<p>Sub-Clause 14.6.2 Withholding (amounts in) an Interim Payment</p>	<p>"and/or" from subparagraph (b) is deleted.</p>
<p>Sub-Clause 14.8 Delayed Payment</p>	<p>Delete the text 'compounded monthly' in the third line of first para and replace with the text: "at the rate stated in the Contract Data" Delete para two and three.</p>
<p>Sub-Clause 15.1 Notice to Correct</p>	<p>"and" is deleted from (b) and "." is replaced by: "; and" in (c). The following is then added as (d) "(d) specify the time within which the EPC Contractor shall respond to the Notice to Correct." In the third para, "shall immediately respond" is replaced with: "shall respond within the time specified in (d)". Further, in the third para., "to comply with the time specified in the Notice to Correct." is replaced with: "to comply with the time specified in (c)."</p>
<p>Sub-Clause 15.2 Termination for EPC Contractor's Default</p>	<p>In Sub-Clause 15.2.1, sub-paragraph (h) is replaced with the following: "(h) is found, based on reasonable evidence, to have engaged in Fraud and Corruption as defined in paragraph 2.2 of Section VI - Fraud and Corruption, in competing for or in executing the Contract."</p>
<p>Sub-Clause 17.7 Use of Employer's Accommodation/Facilities</p>	<p>The following Sub-Clause is added as 17.7: "The EPC Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as</p>

	<p>detailed in the Employer's Requirements, from the respective dates of hand-over to the EPC Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)</p> <p>If any loss or damage happens to any of the above items while the EPC Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the EPC Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Employer."</p>
<p>Sub-Clause 18.1 Exceptional Events</p>	<p>Sub-paragraph (c) is substituted with:</p> <p>"(c) riot, commotion, disorder or sabotage by persons other than the EPC Contractor's Personnel and other employees of the EPC Contractor and Subcontractors;"</p>
<p>Sub-Clause 19.3 Insurance Company</p>	<p>Following new Sub-Clause is added.</p> <p>The EPC Contractor shall be obliged to place all insurances relating to the Contract with an insurance company having at least A rating from PACRA/JCR as approved by the Employer.</p>
<p>Sub-Clause 20.1 Claims</p>	<p>In a): "any additional payment" is replaced with "payment".</p>
<p>Sub-Clause 21.2 Failure to Appoint DAAB Member(s)</p>	<p>For both (a) and (b): "by the date stated in the first paragraph of Sub-Clause 21.1 [Constitution of the DAAB]" is replaced with: "within 42 days from the date the Contract is signed by both Parties"</p>
<p>Sub-Clause 21.6 Arbitration</p>	<p>The word "international" is deleted in the sixth line of first paragraph. The text of sub-paragraph (a) is substituted with the following:</p> <p>"the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data".</p>
<p>Sub-Clause 21.8 No DAAB in Place</p>	<p>The clause is amended as:</p> <p>"References of disputes involving NOD prior to constitution of DAAB/period in which DAAB was not in place shall be referred to the DAAB within 42 days of constitution of DAAB/date on which the DAAB came into being. However, both parties to Contract with mutual consent may proceed for Sub-Clause 21.5 (Amicable Settlement) and Sub-Clause 21.6 (Arbitration) in case the DAAB is not in place."</p>
<p>The Following New Clause 22 is added.</p>	
<p>22. Integrity Pact</p>	<p>If it is found and established at any stage that the EPC Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the EPC Contractor then the Employer shall be entitled to:</p>

	<p>(a) recover from the EPC Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the EPC Contractor or any of his Subcontractors, agent or servants;</p> <p>(b) terminate the Contract; and</p> <p>(c) recover from the EPC Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the EPC Contractor or any of his Subcontractors, agent or servants.</p> <p>The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to Sub-Clause 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub-paragraph (a) and (c) of this Sub-Clause.</p>
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Appendix A - Performance Guarantees

The EPC Contractor shall adjust technical details were required to suit the design of the Complex provided that the Performance Guarantees are equaled or exceeded.

The Complex shall consist of weir headrace channel, forebay, intakes, penstocks, powerhouse, tailrace and a switchyard. The installed plant capacity of the Complex at rated head shall not be less than 55.68 MW measured at generator terminals while the estimated net capacity of the Complex shall be not less than 55.12 MW, measured by the Metering System at transformer high voltage terminals.

The Complex shall include three (03) Units and shall use water from Hunza River, drawn from the intake and passed through one (01) penstock into the powerhouse. The projected powerhouse operating conditions shall be as follows (subject to confirmation by EPC Contractor):

Table 8-1 Water Levels and Heads

Description	Levels
Headwater Levels (m) above mean sea level	
Maximum Operating Reservoir Level	2412
Minimum Operating Reservoir Level	2410
Tailwater Levels (m) above mean sea level	
Tailwater Level at 60 m ³ /s (Plant Rated Discharge)	2301.86
Tailwater Level at 20 m ³ /s (One Unit Rated Discharge)	2301.25
Gross Heads (m)	
Normal Maximum Gross Head	110.75
Rated Gross Head	110.14
Minimum Gross Head	108.14
Acceleration due to gravity (g), m/sec ²	9.8

The powerhouse shall contain three (03) Francis Turbines with associated generators and auxiliary equipment (each referred to as "Unit"). Each Unit shall have a capacity of 18.56 MW (measured at the generator terminals) at rated head. The other facilities and structures shall include but not be limited to, a control room, unit transformers and exterior switchyard.

Each Unit shall be designed to operate independently and together with other Unit in the Complex in parallel over a wide range of operating conditions within the Technical Limits.

The Complex shall be capable of operation within a voltage range of $\pm 10\%$ on the 11kV system and 132kV system, as the case may be. The generators shall be conventional synchronous type, air-cooled, and directly coupled to the Francis turbines. Pressurized air shall be circulated axially for cooling the windings.

The EPC Contractor may propose another rotational speed. Please note that the EPC Contract have been written for the case of 375 rpm, and will require adjustment in case another rotational speed is accepted. All parameters (including submergence) that may possibly need adjustment to accommodate a change in speed are subject to review and approval by the Employer and Employer's Representative.

Table 8-2 Generator Rating

Item	Value
Rated Capacity (Installed)	18.56 MW
Speed	375 rpm
Power factor	0.8 lagging to 0.9 leading
Frequency	50 Hz
Voltage	11 kV
Insulation	Class F

Each generator shall be connected to 3-phase transformers on a unit basis, located outside of the power station, and a total of three (03) 3-phase transformers shall be provided for the Complex.

Such three-phase transformers shall have the following ratings (to be confirmed by EPC Contractor):

Table 8-3 Transformer Rating

Item	Value
Rated capacity per a 3-phase unit	20/26 MVA
Cooling	ONAN/ONAF
Frequency	50Hz
Voltage ratio	$\pm 8\% \times 1.25\%$
Winding connection	YNd11
Tap changer type	OLTC

A common control room shall be provided to monitor and control the Complex through Distributed Control System (DCS). The plant control systems will include a Supervisory Control and Data Acquisition system (SCADA).

All permanent material, plant, equipment and machinery incorporated in the construction of the Complex shall be new and unused.

A-1 Guaranteed Characteristics

The basic performance guarantees are for the performance of the entire turbine-generator unit, based on the power output at the generator terminals, the net head on the turbine, the tail water level and the turbine discharge.

Comparison of field-tested performance with guaranteed performance will provide for the usual turbine-test tolerances to be applied but with the power output defined as the generator power output not the turbine power output. The guaranteed performance of the turbine-generator unit shall be the guaranteed performance of the turbine multiplied by the generator efficiency that is derived from the table of generator efficiencies given below under section A-4 of this Appendix or from the generator site measured efficiencies if a generator efficiency test is done. This calculation shall use a straight-line interpolation of the guaranteed or measured generator efficiency at 0.8 pf lag to 0.9 pf lead, without adjustment for tolerance.

The EPC Contractor shall attach to their Proposal, copies of the model test results from which

the turbine performance guarantees are based on. These results shall include but not be limited to the following:

- Curves and an efficiency hill diagram of values of expected turbine performance showing efficiencies and discharge for a range of power output from approximately 20% to 100% of maximum power output under the net heads indicated in this Appendix. Cavitation limits for the tailwater elevations given in Section A-5, Turbine Operation Cavitation Limits, shall be indicated on the curves and on the efficiency hill diagram. The individual points shown on the calculated guaranteed average annual energy table shall be superimposed on the efficiency hill diagram.
- Model efficiency hill diagram and calculations showing step-up to prototype values and step-up calculations.
- Model cavitation test results including photos, sketches and cavitation break curves that form the basis of the turbine cavitation guarantees.

A-2 Plant and Unit Net Capacity Requirements

The Complex is guaranteed to develop not less the outputs stated below (EPC Contractor to fill in the requested values):

Table 8-4 Plant and Unit Net Capacity Requirements

Description	Unit	Guaranteed Value
<p>Project Output Capacity Guarantee (measured at the high voltage terminals of the main Generator Step Up Transformer):</p> <p>The Attabad Hydropower Plant is guaranteed to deliver not less than 55.68 MW at the Generators terminals, without exceeding the cavitation limits, with all units operating at the rated speed, at 60 m³/s, at 0.8 power factor, with the reservoir at 2412 m, and with a tailwater level of _____ [m].</p>	MW	[]
<p>Unit (Turbine-Generator) Output Capacity Guarantee (measured at the generator terminals):</p> <p>Each of the Attabad Hydropower Plant generating units is guaranteed to deliver not less than 18.56 MW at the generator terminals, without exceeding the cavitation limits, with one unit operating at the rated speed, at 20 m³/s, at 0.8 power factor, with the reservoir at 2412m and with a tailwater level of _____ [m].</p>	MW	[]

A-3 Turbine Capacity and Efficiency

The turbine is guaranteed to develop not less than the range of guaranteed power outputs and efficiencies stated below, without exceeding its cavitation limits, when operating at the rated speed under the indicated net heads, with tailwater elevations corresponding to the turbine discharge in accordance with the Tail Water levels in Table 8-1. (EPC Contractor to fill in the requested values).

Table 8-5 Turbine Capacity and Efficiency

Net Head (m)	Load** on Turbine	Guaranteed Turbine Output* (kW)	Turbine Discharge (m ³ /s)	Guaranteed Turbine Efficiency (%)
Rated Net Head	100% Rated Output			
	90% Rated Output			
	80% Rated Output			
	70% Rated Output			
	60% Rated Output			
	50% Rated Output			
	40% Rated Output			

* Output measured at turbine shaft.

** Load in percent of the maximum guaranteed output for continuous normal operation at the indicated net head. The units shall be capable of operating down to at least 40% of 100% load on turbine.

A-4 Turbine and Generator Guaranteed Weighted Average Efficiency

The turbine and generator weighted average efficiencies are guaranteed as indicated in the following table, when operating at rated speed under the indicated power output, power factor and net head (EPC Contractor to fill in the requested values). (The guaranteed generator efficiency values shall be taken from Section A-4 of this Appendix.

Table 8-6 Turbine and Generator Guaranteed Weighted Average Efficiency

Net Head (m)	Load on Turbine**	Guaranteed Turbine Output* (kW)	Expected Turbine Discharge (m ³ /s)	Weighting Factor (R)	Guaranteed Turbine Efficiency (E) (%)	Guaranteed Product R x E (%)	Guaranteed Generator Efficiency at 0.8 pf (G) (%)	Guaranteed Product R x G (%)
Rated	100%			0.59				
Rated	80%			0.20				
Rated	60%			0.12				

Net Head (m)	Load on Turbine**	Guaranteed Turbine Output* (kW)	Expected Turbine Discharge (m ³ /s)	Weighting Factor (R)	Guaranteed Turbine Efficiency (E) (%)	Guaranteed Product R x E (%)	Guaranteed Generator Efficiency at 0.8 pf (G) (%)	Guaranteed Product R x G (%)
Rated	40%			0.09				
Guaranteed Turbine Weighted Average Efficiency (%) sum of Products (R) × (E)								
Guaranteed Combined Turbine-Generator Weighted Average Efficiency (%) sum of Products (R) × (E) × (G)								

*Output measured at turbine shaft.

**Load in percent of the maximum guaranteed output for continuous normal operation at the indicated net head.

Guaranteed Turbine weighted average efficiency shall be greater than 92.8%.

A-5 Wicket Gate Leakage and Turbine Leakage Torque

Maximum rate of leakage through the wicket gate seals under a static head of [112.75] is guaranteed to not exceed (EPC Contractor to fill in the requested values): _____ m³/s

Maximum hydraulic torque acting on the turbine shaft, resulting from the maximum wicket gate leakage with the wicket gates closed (with squeeze effect), under the maximum static head of [112.75] is guaranteed to not exceed

- At standstill: _____ kNm
- At 50% rated speed: _____ kNm

A-6 Turbine Noise

Guaranteed maximum sound pressure level measured inside the pit at a distance of 1 to 1.5 m from the generator bearing and averaged from twelve (12) readings taken during operation within normal operating range of net heads and unit outputs (EPC Contractor to fill in the requested values).

SPL, Re .0002 microbar: _____ dBA

Operating conditions during noise readings: _____

A-7 Vibration

Guaranteed maximum vibration magnitude, RMS velocity (mm/s) measured on the generator bearing housing (EPC Contractor to fill in the requested values):

Table 8-7 Generator Bearing Housing Vibration Levels at Various Operating Ranges

At a net head of 104m Operating Range	Max RMS velocity "x" (mm/s)	Max RMS velocity "y" (mm/s)	Max RMS velocity "z" (mm/s)
Speed no load to 20% rated Q			
20% to 40% rated Q			
40% to 60% rated Q			
60% to 70% rated Q			
70% to 80% rated Q			
80% to 90% rated Q			
90% to 100% rated Q			

SECTION IX - ENVIRONMENTAL AND SOCIAL (ES) METRICS FOR PROGRESS REPORTS

Metrics for Regular Reporting

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

- i. Training:
 - (i) Number of new workers, number receiving induction training, dates of induction training;
 - (ii) Number and dates of toolbox talks, number of workers receiving occupational health and safety (OHS), environmental and social training;
 - (iii) Number and dates of communicable diseases (including stds) sensitization and/or training, no. Workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - (iv) Number and date of sea and sh prevention sensitization and/or training events, including number of workers receiving training on code of conduct for EPC Contractor's personnel (in the reporting period and in the past), etc.

- j. Environmental and Social Supervision:
 - (i) Environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - (ii) Sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS centre, community centres, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - (iii) Community Liaison Person(s): days worked (hours community centre open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

- k. Grievances: list new grievances (e.g., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
 - (i) Worker grievances;
 - (ii) Community grievances

- l. Traffic, Road Safety and Vehicles/Equipment:
 - (i) Traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - (ii) Traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - (iii) Overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

- m. Environmental Mitigations and Issues (what has been done):
 - (i) Dust: number of working bowsters, number of watering/days, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;

- (ii) Erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - (iii) Quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - (iv) Blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - (v) Spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - (vi) Waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - (vii) Details of tree plantings and other mitigations required undertaken in the reporting period;
 - (viii) Details of water and swamp protection mitigations required undertaken in the reporting period.
- n. Compliance:
- (i) Compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - (ii) Compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (iii) Compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (iv) Compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (v) Other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

SECTION X - CONTRACT FORMS

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

1. Name:
2. Father's Name/Spouse's Name:
3. CNIC/NICOP/Passport no.:
4. Nationality:
5. Residential address:
6. Email address:
7. Date on which shareholding, control or interest acquired in the business:
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association of Persons/Single Member Company/Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified))	Date of incorporation / Registration	Name of Registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names)

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's / Husband's Name in Full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered / principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total Number of Shares taken (in figure and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & Signature
(Person authorized to issue notice ion behalf of the company)

Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

This is to notify you that your Proposal dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Lump-sum Turnkey Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Proposers, is hereby accepted by our Agency.

You are requested to furnish

the additional information on beneficial ownership in accordance with **ITP 53.1** within eight (08) Business days using the Beneficial Ownership Disclosure Form, included in **Section X (Contract Forms)** of the RFP/EPC Bidding Documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the EPC 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 Contract Agreement
 - (b) the Letter of Acceptance
 - (c) the Letter of Proposal
 - (d) the Particular Conditions Part A - Contract Data
 - (e) the Particular Conditions Part B - Special Provisions
 - (f) the General Conditions (GC)
 - (g) the Employer's Requirements
 - (h) Preamble to Schedule of Price
 - (i) the Schedule of Prices
 - (j) the Completed Schedules
 - (k) the Proposal
 - (l) the JV Agreement (if the EPC Contractor is a JV), and
 - (m) any other document forming part of the Contract.
 - i. Code of Conduct for EPC Contractor's Personnel (ES).
 - ii. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration
3. In consideration of the payments to be made by the Employer to the EPC Contractor as specified in this Agreement, the EPC 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 EPC Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (for the Employer)

Signed by _____ (for the EPC Contractor)

Schedule1: Schedule of Payments

Schedule 1 - Schedule of Payments

*[Note: Payments will be based upon the actual progress achieved by the EPC Contractor in executing the Works, which necessitates careful definition of the payment milestones by the Proposer. Accordingly, as brought out in **Section VIII (Particular Conditions), Part B (Special Provisions) Sub-Clause 14.4 (Schedule of Payments)**, the instalments quoted in the Schedule of Payments shall be treated as the estimated contract values, and the Employer's Representative may proceed to agree or determine revised instalments, and the revised instalments shall take account of the extent to which progress differs from that on which the Schedule of Payments was based.]*

DAAB Agreement

Name and details of the Contract _____

This Agreement made the _____ day of _____ [month], _____ [year], between

Name and contact details of the _____ (name)
Employer

_____ (address)

_____ (telephone)

_____ (email / other contact details);

Name and contact details of the _____ (name)
EPC Contractor

_____ (address)

_____ (telephone)

_____ (email / other contact details);

Name and contact details of the _____ (name)
DAAB Member

_____ (address)

_____ (telephone)

_____ (email / other contact details);

(“DAAB Agreement”)

Whereas:

- A. the Employer and the EPC Contractor have entered (or intend to enter) into the Contract;
- B. under the Contract, the “**DAAB**” or “**Dispute Avoidance/Adjudication Board**” means the sole member or three members (as stated in the Contract Data of the Contract) so named in the Contract, or appointed under Sub-Clause 21.1 [*Constitution of the DAAB*] or Sub-Clause 21.2 [*Failure to Appoint DAAB Members*] of the Conditions of Contract;
- C. the Employer and the EPC Contractor desire jointly to appoint the above-named DAAB Member to act on the DAAB as:
 - a. the sole member of the DAAB, and where this is the case, all references to the “Other Members” do not apply; or
 - b. one of three members / chairman [*delete the one which is not applicable*] of the DAAB and, where this is the case, the other two persons are:

_____ (name)	_____ (name)
_____ (address)	_____ (address)
_____ (telephone)	_____ (telephone)
_____ (email/ other contact details)	_____ (email/other contact details)

the “**Other Members**”; and

- D. the DAAB Member accepts this appointment.

The Employer, EPC Contractor and DAAB Member jointly agree as follows:

- 1. The conditions of this DAAB Agreement comprise:
 - (a) Clause 21 [*Disputes and Arbitration*] of the Conditions of Contract, and any other provisions of the Contract that are applicable to the DAAB’s Activities; and
 - (b) the “General Conditions of Dispute Avoidance/Adjudication Agreement”, which is appended to the General Conditions of the “Conditions of Contract for Construction” Second Edition 2017 published by FIDIC (“GCs”), as amended and/or added to by the following provisions.

2. [Details of amendments to the GCs, if any. For example:
In the procedural rules annexed to the GCs, Rule _ is deleted and replaced by: “ ... “]
3. The DAAB Member shall be paid in accordance with Clause 9 of the GCs. The currency of payment shall be _____.
In respect of Sub-Clauses 9.1 and 9.2 of the GCs, the amounts of the DAAB Member’s monthly fee and daily fee shall be:
monthly fee _____ per month, and
daily fee of _____ per day
(or as otherwise set under Sub-Clause 9.3 of the GCs).
4. In consideration of the above fees, and other payments to be made to the DAAB Member in accordance with the GCs, the DAAB Member undertakes to act as DAAB Member in accordance with the terms of this DAAB Agreement.
5. The Employer and the EPC Contractor shall be jointly and severally liable for the DAAB Member’s fees and other payments to be made to the DAAB Member in accordance with the GCs.
6. This DAAB Agreement shall be governed by the law of _____ (if not stated, the law that governs the Contract under Sub-Clause 1.4 of the Conditions of Contract).

SIGNED
by: _____
Print
name: _____

Title:

for and on behalf of the
Employer

in the presence of

Witness: _____

Name: _____

Address: _____

Date: _____

SIGNED
by: _____
Print
name: _____

Title: _____

for and on behalf of the
EPC Contractor

in the presence of

Witness: _____

Name: _____

Address: _____

Date: _____

SIGNED
by: _____
DAAB Member

Title: _____

in the presence of

Witness: _____

Name: _____

Address: _____

Date: _____

Performance Security

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor with address: _____

Name of Principal (EPC Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ **Dated** _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____

_____ (Name of Contract) for the _____

_____ (Name of Project).

NOW THEREFORE, if the Principal (EPC Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 11, Defects After Taking Over, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defense under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall decide, whether the Principal (EPC Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount

stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor

(Scheduled Bank/ Insurance
Company)

WITNESS:

1. _____

Corporate Secretary (Seal)

Signature _____

Name _____

Title _____
Corporate Guarantor (Seal)

2. _____

Name, Title & Address

Form of Mobilization Advance Guarantee / Bond

Guarantee No. _____ Date _____

WHEREAS _____ (*hereinafter called the 'Employer'*)

has entered into a Contract for _____
(*Particulars of Contract*)

with _____ (*hereinafter called the "EPC Contractor"*).

AND WHEREAS, the Employer has agreed to advance to the EPC Contractor, at the EPC Contractor's request, an amount of Rupees _____ (Pak. Rs _____) which amount shall be advanced to the EPC Contractor as per provisions of the Contract.

AND WHEREAS, the Employer has asked the EPC Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____ (*hereinafter called the "Guarantor"*)

at the request of the EPC Contractor and in consideration of the Employer agreeing to make the above advance to the EPC Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the EPC Contractor shall use the advance for the purpose of above-mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, on the part of the EPC Contractor, of which the Employer at his discretion of making decision, shall be given by the Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the EPC Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the EPC Contractor or until _____ whichever is earlier.

(*Date*)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of PKR _____ (Pakistani Rupees _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the EPC Contractor is fully adjusted against payments from Interim Payment Certificates of the EPC Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above-mentioned date, the advance payment is not fully adjusted.

Guarantor

(*Scheduled Bank/ Insurance
Company*)

WITNESS:

1. _____

Corporate Secretary (Seal)

Signature _____

Name _____

Title _____
Corporate Guarantor (Seal)

2. _____

Name, Title & Address