AKRSP

**Standard Conditions of Tender (CoT)**

**For**

**Single-Stage**

**National/Regional Competitive Bidding (N/RCB)**

**For**

## Works

**Name of Tender: *Supply of HDPE pipe, excavation, pipe laying and back filling***

**Serial No.: *SUM-W8-24***

***October 01, 2024***

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# **General information and tender requirements**

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| 1.1 | Name of Tender(s) and Serial No(s).: | | | | *Supply of HDPE pipe, excavation, pipe laying and back filling*  *Serial No.: SUM-W8-24* | | | |
| 1.2 | Multiple lots, meaning that Bidders may decide at their own discretion to submit any number of Bids, but only one per lot under the following conditions: | | | | *[select  yes or  no* | | | |
|  | 1.2.1 **Only one Contract**, meaning that Bidders which have submitted Bids for multiple lots (but only one per lot), might be awarded maximum one Contract/lot only, in case any of the submitted Bids is successful.  *Or* | | | | *only one Contract (lot)* | | | |
|  | 1.2.2 **Packages**, meaning that bidders which have submitted Bids for multiple lots (but only one per lot), might be awarded any number of Contracts/lots (Packages), whenever any of the bidder’s submitted Bids are successful. | | | | *for any combination of lots (packages)]* | | | |
| 1.3 | Name of the Employer and the Donor:  1.3.1 The Employer is the Aga Khan Rural Support Programme (AKRSP), Pakistan.  1.3.2 The Donor is the KfW Development Bank (KfW), Germany | | | | | | | |
| 1.4 | Type of Tender: | | | | Single-Stage *[ National* */  Regional]* Competitive Bidding | | | |
| 1.5 | Description of works / Specifications of procurement and type of contract: | | | | | | | |
|  | 1.5.1 Description of works / Specifications of procurement:  Reference is made to the Description of Works (cf. Annex 2.1 of the Contract Specimen)  (separate document) | | | | | | | |
|  | 1.5.2 Type of Contract: | | | | | *[select*  *unit price contract*  *or*  *lump sum contract,*  *or*  *mixed contract (with unit price and lump sum components)]* | | |
|  | 1.5.3 Environmental, Social, Health and Safety (ESHS) requirements  Reference is made to the Environmental and Social Management Plan (ESMP), cf. Annex 2.2. of the Contract Specimen).  (separate document) | | | | | | | |
|  | The Contract Specimen including all its annexes which is attached to these bidding documents as Annex 2 will form the basis for contracting in case of contract award. Its stipulations are fixed, binding and not subject to later changes during contract negotiations whatsoever. Bidders are encouraged to carefully familiarize themselves with this contract specimen and especially with its annexes 2 (technical specifications) and 3 (ARKSP Code of Conduct) prior submitting their bid. | | | | | | | |
|  | | 1.5.3 Eligible Goods:  Goods and services from countries under embargo from Germany, the European Union, and / or the United Nations are not eligible. In addition, Goods and services from countries which are legally barred in the country of the contracting agency are not eligible. | | | | |
| 1.6 | Date of publication: | | | | *[October 01, 2024]* | | | |
| 1.7 | Place / source of publication: | | | | *News paper* | | | |
| 1.8 | Pre bid meeting / Site Visit | | | | A Pre-Bid meeting shall take place at the following date, time and place:  Date*: October 10, 2024*  Time*: At 11:30 AM*  Place/Address*: AKRSP Head Office Gilgit* | | |
| 1.9 | Tender clarifications | | | | Bidders are requested to submit their clarification requests in writing to | | |
|  | 1.9.1 Contact details | | | | [***procurement\_akrsppk@akdn.org***](mailto:procurement_akrsppk@akdn.org) | | |
|  | 1.9.2 Clarification deadline  (Minimum 15 calendar days before submission deadline) | | | | and latest by *October 16, 2024, before 4:30 pm]*. | | |
|  | 1.9.3 Any clarification requests received other than in writing to the email-address as per art. 1.9.1 shall be rejected. Any clarification requests received after the date as per art. 1.9.2 will be rejected.  1.9.4 Clarifications will be provided by the Employer latest 10 days before closing deadline and to all bidders in parallel. | | | | | | |
| 1.10 | Closing deadline:  (Minimum 30 calendar days from publication date) | | | | Bidders are requested to submit their Bids latest by *[October 21, 2024, before 4:30 pm* to the address specified in art. 1.11. | | |
| Bids received after the closing deadline will be rejected. | | | | | | | |
| 1.11 | Place of submission: | | | | ***Attention: Riaz Ahmad, Head of Admin & Procurement***  *AKRSP Head Office Babar Road Kashrote Gilgit* | | |
|  | Bids submitted to address(es) other than the one(s) given above willbe rejected. | | | | | | |
| 1.12 | Original Bid and number of copies required: | | | | Bidders are requested to submit **one original Bid** and***one*** copy of the original Bid. | | |
|  | 1.12.1 Bidders which fail to submit the original Bid will be excluded from the tender. Any unopened Bids will be returned the Bidder.  1.12.2 In case of discrepancies between the original and the copy, the original will prevail*.* | | | | | | |
| 1.13 | Two-envelope submission:  The technical and financial Bid shall be separately included in **two** **inner envelopes** – each of them clearly marked on the outside either as “**TECHNICAL BID**” or as “**FINANCIAL BID**”, which shall be closed and sealed individually. These two inner envelopes shall be placed into **one closed outer envelope**.  All inner and outer envelopes shall clearlyindicate **“ORIGINAL BID”** or **“COPY”** as the case may be, the name and serial number of the tender (cf. art. 1.1) and mention the bidder’s name, address and full contact details (e-mail, phone-number).  If envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid. | | | | | | |
| 1.14 | Withdrawal, Substitution, and Modification of Bids:  A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative of the Bidder to the address given in art. 1.11 **before** the closure of the deadline as specified in art. 1.10. Any such notice received by the Employer after the closure of the deadline will be declared null and void and the originally submitted Bid will be opened.  In case of substitutions or modifications of Bids the respective written notice must be accompanied by the revised original Bid as well as the appropriate number of copies as per art. 1.12.  In addition, the respective envelopes shall be clearly marked “SUBSTITUTION,” or “MODIFICATION” as the case may be.  Bids requested to be withdrawn before the closure of the deadline shall be returned unopened to the Bidders. Their accompanying Bid Securities (if applicable according to art. 2.4.3) may not be drawn by the Employer.  No Bid may be withdrawn, substituted, or modified in the interval following the closing of the deadline for submission of Bids as per art. 1.10 and the expiration of the period of Bid validity as per art. 2.3. | | | | | | |
| 1.15 | Alternative Bids shall be considered: | | | *yes or  no* | | | | | |
| 1.16 | Grievance mechanism / complaint management: | | | Bidders have the right to appeal under the administrative review process by writing to [***procurement\_akrsppk@akdn.org***](mailto:procurement_akrsppk@akdn.org)and by adhering to the regulations set out in art. 1.16.1 – 1.16.4. | | | | | |
|  | 1.16.1 Any party is entitled to file complaints against the eligibility and evaluation criteria, or any other terms and conditions defined in this bidding document incl. annexes **before** the clarification deadline according to art. 1.9.2.  1.16.2 Bidders are entitled to file complaints against evaluation results within reasonable time after having received official knowledge of such results and latest **before** contract signing.  1.16.3 The EMPLOYER has established a committee to address bidders’ complaints in a timely manner. Complaints received in accordance with art. 1.16.1 shall be fully addressed within the response time as laid out in art 1.16.4. Complaints received in accordance with art. 1.16.2 shall be fully addressed before contract signing. A contract cannot be signed if Bidders’ complaints are pending.  1.16.4 When the grounds for any such complaints are deemed justified by the Employer the bidding conditions and / or evaluation results may be adjusted. If bidding conditions are adjusted the Employer will inform all parties on such changes in due course and – if reasonable – extend the closing deadline as per art. 1.10 to enable Bidders to properly address these changes in their Bids. | | | | | | |
| 1.17 | | | Employer’s cancellation/rejection right  The Employer has the right to cancel any tender procedure and to reject all Bids at any time prior to the acceptance of a Bid and shall upon request communicate to any Bidder, the grounds for its rejection of all Bids, but is not required to justify those grounds.  Such cancellation and/or rejection of any and/or all Bids shall incur no liability for the Employer towards Bidders.  Notice of the rejection of all Bids or Bids shall be given promptly to all Bidders. | | | | |

# **Administrative conditions and tender requirements**

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| 2.1 | Eligibility:  A Bidder may be a firm that is a private entity, a government-owned entity[[1]](#footnote-1) or any combination of such entities in the form of a joint venture (“JV”) either under an existing JV Agreement or with the intent to enter into such an agreement supported by a letter of intent to execute a JV Agreement. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The Bidder shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Bidder and all its members. | |
|  | 2.1.1 The number of JV members is limited: | *select  yes*  The maximum number of JV members is **2*.*** |
|  | 2.1.2 The number of subcontractors is limited: | *no* |
|  | 2.1.3 Nominated Subcontractors: | *yes or  no* | |
|  | **None of the following conditions may apply to a Bidder or member of a Bidder in case of a JV:** | |
|  | 2.1.4 Conflict of Interest:  A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:  (i) Directly (i.e. e.g. through the same legal representative(s)) or indirectly (i.e. e.g. through common third parties) controls, is controlled by or is under common control with another Bidder; or  (ii) Receives or has received any direct or indirect subsidy from another Bidder; or  (iii) Participates in more than one Bid in this bidding process, both as an individual firm and as a JV member. Participation by a Bidder in more than one Bid (per lot in case multiple lots are accepted according to 1.2.2) will result in the disqualification of all Bids in which such Bidder is involved; or  (iv) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Bid; or  (v) Has directly or indirectly through its affiliates close business or family relationships with a professional staff of the Employer who is directly or indirectly involved in the tender, Contracting and/or implementation process unless the conflict stemming from such relationship has been declared towards the Employer and found unsubstantial. | |
|  | 2.1.5 Declaration of Undertaking (DoU):  As per any condition defined in the DoU (cf. Annex 1.1). Especially, Bidders that are included in the list of sanctions of the United Nations or of the EU or of the German Government are not eligible. | |
|  | **If any of the conditions laid out as above are met by a Bidder or a member of such, the Bid will be excluded from further evaluation, rejected and the financial Bid returned unopened to the Bidder.** | |

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| 2.2 | Signatures:  Bidders are requested to sign the tender where appropriate. Signatures must be borne by a legal representative of the Bidder or a duly authorized person on behalf of the Bidder; and in case of a JV a JV agreement entered by all members or a letter of intent to execute a JV agreement in case of Contract award.  Proof of such authorization shall be documented by the Bidder (e.g. by submission of company registration sheet, power of attorney etc.) | | | |
| 2.3 | Bid validity period:  (Minimum 90 calendar days from closing date) | The Bid validity period expires ***120*** days after the closing deadline as per art. 1.10. | |
|  | In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request detailing the exact extension period, and the responses shall be made in writing. If a Bid Security is requested in accordance with art. 2.4.3, it shall also be extended for the number of days as detailed in art. 2.4.3 beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid. | | | |
| 2.4 | Documents comprising the **Technical Bid**: | | | |
|  | 2.4.1 Company Registration Form | yes  In case of a national bidder, or an international bidder which is already registered in Pakistan, or a JV with a national and/or registered international member the omission of a company registration form or a deviation from the above requirement shall result in an immediate disqualification of the Bid from the tender procedure.  no, in case of an international bidder which is not yet registered in Pakistan. In case of contract award an international bidder not yet registered must seek registration immediately. | |
|  | 2.4.2 JV Agreement or Letter of Intent to execute a JV agreement in case of contract award: | no, in case the bidder is no JV.  yes, in case the Bid is submitted by a JV; | |
|  | If yes, such document is to be signed by all JV members and placed into the technical envelope. The omission of such document shall result in an immediate disqualification of the Bid from the tender procedure. | | | |
|  | 2.4.3 Bid security: | *yes*  The Bidder shall furnish as part of its Technical Bid a Bid Security in the amount of ***500,000/-*** PKR and valid until *(December 31, 2024*)  The Bid Security shall be a demand guarantee either as (i) an unconditional guarantee issued by a reputable bank or financial institution (such as an insurance, bonding or surety company), or (ii) a cashier’s or certified check issued by a reputable bank.  The omission of such Bid security or a deviation from the above requirements shall result in an immediate disqualification of the Bid from the tender procedure.  The Bid Security of Bidders whose Technical Bids were not qualified for financial opening shall be returned as promptly as possible after the technical evaluation has been completed.  The Bid Security of Bidders whose Financial Bids were opened but were unsuccessful regarding contract award shall be returned as promptly as possible upon the successful Bidder’s signing the contract.  The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract.  The Bid Security may be forfeited (i) if a Bidder withdraws its Bid during the period of Bid validity or any extension thereto provided by the Bidder; or (ii) if the successful Bidder fails to sign the Contract.  The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all JV members.*]* | |
|  | 2.4.4 Declaration of Undertaking (Annex 1.1): | yes | |
|  | The DoU must be printed on Bidder’s company letter head and signed by a legal representative of the Bidder or an authorized person on behalf of the Bidder.  The DoU is to be placed into the technical envelope. The omission of the DoU, or an alteration of its wording, or any other deviation from the above requirements shall result in an immediate disqualification of the Bid from the tender procedure. | | | |
|  | 2.4.5 Written confirmation authorizing the signatory of the Bid to commit the Bidder as per art. 2.1: | yes | |
|  | Such confirmation is to be placed into the technical envelope. The omission of such written confirmation shall result in an immediate disqualification of the Bid from the tender procedure. | | | |
|  | 2.4.6 Bidder’s financial performance | |
|  | 2.5.6.1 Minimum annual construction turnover: | *yes*  The Bidder shall demonstrate an annual construction turnover ofminimum *50* **million**PKR, for the last **5**years, calculated as total certified annual payments received for contracts in progress and/or completed. | |
|  | To be demonstrated by audited balance sheets and bank statements for the last three months preceding the tender publication which must be placed into the technical envelope. The omission of such balance sheets or the failure to meet the minimum annual turnover as defined above will result in an immediate disqualification of the Bid from the tender procedure. | | | |
|  | 2.5.6.2 Availability of financial assets | *no* | | |
|  | 2.5.6.3 Liquidity and Indebtedness ratio | *yes*  The Bidder shall submit audited balance sheets or other financial statements acceptable to the Employer for the last**3** years and demonstrate the current soundness its financial position based on the following criteria:  Liquidity ratio ≥ 1.0:  (Curent Assets) / (Curent Labilités) ≥ 1.0  Indebtedness ratio ≤ 70%:  (Total Liabilities \* 100) / (Total Assets) ≤ 70%.*]* | | |
|  | 2.4.7 Historical Contract Non-Performance | *yes*  The Bidder shall demonstrate that neither itself nor any of its member in case of a JV is in any of the following situations:   1. Termination of a contract as a result of contractor’s default in the past five (5) years, 2. Suspension of a contract based on the execution of a Bid Security, 3. All pending litigation represents more than 100% of the Bidder’s net worth. | | |
|  | 2.4.8 Licenses/approvals/permits required in accordance with the Environmental and Social Management Plan (ESMP table, cf. Annex 2.2 of the contract specimen) | yes  Bidders shall submit the following licenses/approvals/permits/:  **Blasting license and explosive permits etc**  All required licenses/approvals/permits have to be valid. The failure to present any of these (valid) licenses will result in an immediate disqualification of the Bid from the tender procedure. | |
|  | 2.4.9 Any documents specified under art. 3.1: | yes | |
|  | Any documents missing will result in a loss of points of the Bid during evaluation. | | | |
|  | *[2.4.10 Any other documents to be specified]:* | *no* | |
| 2.5 | Documents comprising the **Financial Bid**: | | | |
|  | 2.5.1 Completed price sheet: | yes, according to bidder’s own template | |
| In case Bids for multiple lots as accepted in accordance with art. 1.2. Bidders are requested to submit individual price sheets per lot.  Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. | | | | |
|  | 2.5.2 Schedules: | The following schedules shall be submitted together with the Price Sheet:  filled Schedule of Prices | |
|  | *[2.5.3 Any other documents specified under 3.2]:* | *no* | |

# **Tender specific conditions and requirements**

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| 3.1 | Technical requirements and scoring:  Technical Evaluation will be carried out by applying the following criteria and point system: | |
|  | 3.1.1 General Construction Experience to be demonstrated through project references: | *yes*  **4** project references of construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor that have been satisfactorily and substantially completed as Contractor or joint venture member during the past ***10 years***.  Each comparable project reference will receive a score of **5.**  The total score to be achieved in this sub-category is***20*** |
|  | 3.1.2 Specific Construction & Contract Management Experience to be demonstrated through project references: | *yes*  ***3***project references of similar contracts, satisfactorily and substantially completed as a prime contractor, JV member, management contractor or subcontractor member during the past ***10 years***.  The total score to be achieved in this sub-category is***30****.* |
|  | 3.1.3 Available Expertise / Human Resources to be demonstrated by the submission of duly signed Curriculum Vitae (CV): | *yes*   * Engineers with BSc/B.E civil Engineering degree with minimum 5 years relevant experience **2** Nos =**10 (5+5) marks** * Surveyor having DAE with minimum 5 years relevant experience, 1 No= **5 Marks** * Blasting expert having at least 7 years of blasting experience with certificate of blasting, 2 No= **5 marks** * Environmentalist having master degree in environmental sciences with minimum 5 years’ of experience in conducting EIAs and implementations 1 No= 5 **marks**   The total score to be achieved in this sub-category is**25**  Unsigned CVs shall not be evaluated and receive zero (0) points. |
|  | 3.1.4 Availability of equipment: | *yes*   * Excavator, 2 Nos= **5 marks** * Hydraulic Jack hammer (sledge) & leveling blades = **5 marks** * Air compressor with drill and accessories as well as hand drill(plunger) with drill bits= **5marks** * LP level **2** Nos = **5marks**   The total score to be achieved in this sub-category is**20** |
|  | 3.1.5 Local presence: | *yes*  Contractors from Gilgit-Baltistan region = 5 marks  The total score to be achieved in this sub-category is**5.** |
|  | Maximum available total score: | 100 |
| 3.2 | Financial requirements:  3.2.1 Currency:  Currency of the Financial Bid and Contract shall be PKR. | |
|  | 3.2.2 Bid Prices and Discounts  The prices and discounts quoted by the Bidder in the Price Sheet and in the Schedules of Prices if applicable according to art. 2.5.2 shall conform to the following requirements:   * The Bidder shall submit a Price Sheet for the whole of the Works described in the Description of Works (Annex 2.1 of the Contract Specimen) by filling in price(s) for all items of the Works described (i) in the BoQ in case of an admeasurement contract as per art. 1.5.2 or (ii) in the BoQ and Schedule of Prices in case of a mixed contract as per art. 1.5.2. * The final price to be quoted in the Price Sheet shall be the total price of the Bid, excluding any discounts offered. * The Bidder shall quote any discounts (if any) and the methodology for their application in the Price Sheet. * If so specified in art. 1.2, Bids are being invited for individual lots (contracts) or for any combination of lots (packages): Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Price Sheet the price reductions applicable to each package, or alternatively, to individual Contracts within the package. | |

# **Bid opening, evaluation, and contract award.**

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| 4.1 | | Bid Opening:  (Latest 30 minutes after closing deadline) | | Opening of the outer envelopes and envelopes bearing the Technical Bids shall take place at AKRSP head officer Baber Road Kashrote, Gilgit]on *[October 23, 2024]* at *[10:00 AM]*.  Bid Opening will be carried out by the Employer’s Procurement Committee composed of **3** committee members. Names and functions of these members will be disclosed latest upon Bid opening. |
|  | | 4.1.1 Opening of Technical Bids: | | The Bid Opening is open to the public  no |
|  | | * + 1. Read-Out Information:   All Bids which were received within the given closing deadline (art. 1.10.) and at the correct address (art. 1.11) shall be opened and the following information read out:   1. Name of the Bidder; 2. Modification or substitution submitted; 3. Presence/absence of one original Bid and the respective number of copies according to art. 1.12); 4. Presence/absence of a separately sealed financial Bid according to art. 1.13; 5. Bid validity period complies with the one specified in art. 2.3; 6. Presence/absence of company registration form in accordance with art. 2.4.1; 7. Presence/absence of a JV agreement or Letter of Intent in accordance with art. 2.4.2; 8. Presence/absence of a Bid security (if required according to art. 2.4.3); 9. Presence/absence of a duly signed Declaration of Undertaking (DoU) in accordance with art. 2.4.4); 10. Presence/absence of a written confirmation in accordance with art. 2.4.5); 11. Presence/absence of requested documents to sufficiently demonstrate Bidder’s financial performance in accordance with art. 2.4.6; 12. Presence/absence of requested documents to sufficiently demonstrate Bidder’s uncritical historical contract non-performance in accordance with art. 2.4.7; 13. Presence/absence of correctly signed Curriculum Vitae in accordance with art. 3.1.3; 14. Presence/absence of any other key documents deemed necessary to establish administrative compliance in accordance with art. 2.4.8 and 2.4.9).   Bids for which a withdrawal notification has been received by the Employer within the submission period as per art. 1.10 shall not be opened but returned to the Bidder unopened.  The Employer will prepare a record of the opening session (minutes of meeting) which contains all above-mentioned information, and which will be signed by the Employer’s representatives.  Envelopes clearly marked by the Bidders as “FINANCIAL BID” may not be opened before the technical evaluation has been completed altogether and must be safely stored away by the Employer until financial opening. | | |
| 4.2 | | | Preliminary Examination  After opening of the technical Bids the evaluation committee will examine the technical Bids for their compliance with the administrative conditions and tender requirements and establish if the technical Bids are complete and have been submitted in the correct format as per art. 4.1.1. Substantial deviations from the tender requirements shall result in a rejection of the respective Bid and exclusion from further evaluation.  Furthermore, the preliminary evaluation will determine whether bidders are eligible and qualified. Bidders declared ineligible or unqualified will be disqualified and their Bids excluded from further evaluation. | |
| 4.3 | | Technical Evaluation  4.3.1 Determination of Responsiveness:  A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that if accepted, would (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or (iii) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. | | |
|  | | The Employer shall examine the technical aspects of each Bid that successfully passed the preliminary examination according to art. 4.2 to confirm that all requirements of the Description of Works (Annex 2.1 of the Contract Specimen) have been met without any material deviation, reservation, and/or omission. | | |
|  | 4.3.2 Technical responsiveness / Threshold for financial opening: | | | All evaluated Technical Bids which have achieved a total score of **60** or higher are considered as substantially responsive and shall be further subject to financial opening. |
|  | | 4.3.3 Unresponsive Bids:  If a Bid is not substantially responsive to the requirements of the Bidding Documents it shall be rejected by the Employer and may not subsequently be made responsive by allowing the Bidder to make corrections of the material deviation, reservation, and/or omission.  4.3.4 Nonmaterial nonconformities:  Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid and request that the Bidder submits the necessary information to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. | | |
| 4.4 | | Opening of Financial Bids:  All technical Bids which have achieved the minimum total score or a higher scoring according to art. 4.3.2 shall be further subject to financial opening. | | |
|  | | 4.4.1 The Bid opening is open to the public: | | no |
|  | 4.4.2 Once opened the following information shall be read out:   1. Name of the Bidder 2. Presence/absence of one original Bid and the respective number of copies according to art. 1.13) 3. Total Bid prices (per lot if applicable according to art. 1.2) 4. Presence/absence of duly filled Schedules in accordance with art. 2.5.2 5. Any discounts   The Employer will prepare a record of the opening session (minutes of meeting) which contains all above-mentioned information, and which will be signed by the Employer’s representatives. | | | |
| 4.5 | Financial requirements and scoring: | | | |
|  | 4.5.1 Currency:  Financial Bids denominated in currencies other than PKR shall be disqualified. | | | |
|  | 4.5.2 Price Corrections  During evaluation the Evaluation Committee will determine the evaluated price by | | | |
|  | 4.5.2.1 correcting any arithmetic and/or computational errors in case of any discrepancies between   1. partial amount (sub-total) and the total amount, or 2. the amount derived by multiplication of unit price with quantity and the total price. | | | |
|  | 4.5.2.2 Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Price Sheet and will not be paid for separately by the Employer. An item not listed in the Price Sheet shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the highest price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison. | | | |
|  | 4.5.2.3 In case of price corrections the Employer will communicate these to the respective bidders and seek their confirmation before determining financial responsiveness. | | | |
| 4.6. | Weight (= total marks) of technical and financial scores:  4.6.1 The weightage given to the technical Bid must be below 50% while the weightage given to the financial Bid must exceed 50%. When added up the weight of the technical score and the weight of the financial score shall be 100%. | | | |
|  | 4.6.1.1 Weight given to the technical score (T): | | | **40%** |
|  | 4.6.1.2 Weight given to the financial score (F): | | | **60%** |
|  | 4.6.1.3 Formular:  The **weighted technical score** is calculated as follows:  WTP = OTM \* TTM / HTM, with  WTP = weighted technical points (score) of a Technical Bid,  OTM = obtained technical marks (score) obtained by bidder as per technical evaluation  TTM = total technical marks (technical weighting as per art. 4.6.1.1)  HTM = highest technical marks (score) obtained by any bidder as per technical evaluation.  The **weighted financial score** is calculated as follows  WFP = LEP / EP \* TFM, with  WFP = weighted financial points (score) of a Financial Bid,  LEP = lowest evaluated price of all Financial Bids,  EP = Evaluated price of the Financial Bid,  TFM = total financial marks (financial weighting as per art. 4.6.1.2).  The **overall score** is calculated as:  P = WTP + WFP. | | | |
| 4.7 | Contract award conditions:  Prior to the expiration of the Bid validity period according to art. 2.3 the Employer shall award the Contract to the Bidder whose Bid has obtained the highest combined score by combining its technical and financial scores as per the calculation method outlined in art. 4.6. | | | |
|  | In case of price corrections as per art. 4.5.2 the successful Bidder shall be informed on such and be entitled to assess these price corrections prior contract negotiations. The successful Bidder has to accept the evaluated price as contract price unless it can prove obvious miscalculations on side of the Employer. | | | |  |
|  | 4.7.5 Multiple lots: In case multiple Bids per Bidder were accepted in accordance with art. 1.2. the following awarding conditions apply: | | | |
|  | 4.7.5.1 Only one Contract condition  If applicable according to art. 1.2.1: If a Bidder has submitted Bids for multiple lots, but can only be awarded one Contract as per art. 1.2.1 it will be awarded the Contract for which its Bid has received the highest score relative to all other scores of competitors and those scores the Bidder has received for Bids for other lots even if the scores for these other lots are highest relative to those of competitors.  The above condition can only be waived if no other Bids are available for contract award, in which case Bidders can be awarded multiple Contracts.  If a Bidder has the highest score for a particular lot but already been awarded the Contract on another lot (with even a higher ranking), the second ranked Bidder will be awarded the Contract for such particular lot. | | | |
|  | 4.7.5.2 Packages condition  If applicable according to art. 1.2.2: If a Bidder has submitted Bids for multiple lots, it can be awarded any number of Contracts/lots (Packages), whenever its submitted Bids are successful and highest-ranked per lot. | | | |

# **Annexes**

# **Annex 1 - Bidding and contract forms**

# **Annex 1.1 - Form - Declaration of Undertaking**

Reference name of the Application/Offer/Contract: ("Contract")

To: ("Project Executing Agency")

* 1. We recognise and accept that KfW only finances projects of the Project Executing Agency (“PEA”) subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
  2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;

2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);

2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in Annex 1 countries (https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity;

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website http://www.worldbank.org/debarr or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

* 1. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

* 1. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
  2. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
  3. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
  4. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
  5. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major Contractors under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

* 1. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
  2. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of :

Signature: Dated:

# **Appendix 1**

# **Declaration of tax conformity – binding confirmation for legal persons**

Name of company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;

2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;

3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;

4. the company will duly pay taxes that may arise from the provision of contracted services;

5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.............................. ................... .......................................................

(Place) (Date) (Name of the consultant)

....................................................... (Signature(s))

# **Appendix 1**

# **Declaration of tax conformity – binding confirmation for natural persons**

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;

2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;

3. I am not currently involved in tax law court proceedings, nor have I been in the past;

4. I will duly pay taxes that may arise from the provision of contracted

5. services;

I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.............................. ................... .......................................................

(Place) (Date) (Name of the person)

.......................................................

# **Annex 1.2 - Form - Acceptance Letter**

*[Use letterhead paper of AKRSP]*

*[date]*

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

**Subject: Notification of Award Contract for** ***[name of tender* and *contract number]***

This is to notify you that your Bid dated *[date]* for execution of the ***[name of tender* and *contract number]*** for the Accepted Contract Amount of ***[Contract price in numbers and words****]* ***PKR*** is hereby accepted by the undersigned Contracting Authority.

Authorized Signature:

Name and Title of Signatory:

Name of Institution: Aga Khan Rural Support Programme (AKRSP)

**Attachment: Contract Agreement[[2]](#footnote-2)**

# 

# **Annex 2 - Contract specimen**

**Including Technical Specifications (Description of Works and ESMP Table) and AKRSP Code of Conduct and Social Safeguard Guidelines**

# **Annex 2.1 – AKRSP Safeguarding Guidelines**

Aga Khan Foundation (AKF) is committed to the welfare of the communities we work in, particularly children, women and marginalized youth. AKF does not tolerate any form of abuse, neglect, violence or exploitation. To this effect, AKF has enacted a Safeguarding Manual and Implementation Plan (henceforth referred to as “Safeguarding Policy”) in line with the UN Convention on the Rights of the Child.[[3]](#footnote-3) We are committed to ensuring that all staff members contractors/subcontractors and suppliers act in compliance with the principles of AKF’s Safeguarding Policy. All staff and contractors/suppliers and subcontractors working with children, adults and adults at risk[[4]](#footnote-4) of harm are responsible for meeting AKF’s standards of safeguarding and child safeguarding and reporting any breaches and concerns[[5]](#footnote-5).

1. The contractor/Supplier and subcontractor shall commit to the Aga Khan Foundation zero tolerance approach towards sexual exploitation and abuse, harassment, sexual harassment and bullying. The contractor/ Supplier, and its suppliers and sub-contractors shall not in any way engage in any actual, attempted or threatened:
2. sexual exploitation or abuse of a child/children including but not limited to physical or emotional abuse, exploitation, neglect or any other form of maltreatment;
3. sexual exploitation or abuse of adults in vulnerable populations, including but not limited to the AKF’s adult beneficiaries, and the AKF’s staff and representatives;
4. sexual harassment, harassment or bullying of the AKF’s staff, representatives or of anyone you come into contact with while delivering the terms of this Contract.
5. The Contractor/Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the AKF’s:

(a) Safeguarding policy.

Contractor/Supplier participating in the bidding process must submit a declaration to the effect that no work contracts held by them have been suspended or terminated and/or had performance security called by an employer for reasons related to non-compliance with environmental, social safeguards (health and safety requirements) and overall safeguarding (including sexual exploitation, abuse, harassment (SEAH), child labour or handling safeguarding concerns). If awarded the contract, the contractor/ supplier and its subcontractor and suppliers shall also agree to spot checks and monitoring visits by AKFP’s relevant procurement staff members and safeguarding focal persons.

# **Annex 2.2 – Safeguarding Declaration from Contractor /Supplier**

Date:

Required Goods and or Services or Project Name:

I, (name of contractor/supplier) or (company’s name, if there is a company along with name of the owner) ----------------------------------------------- participating in the bidding process for the goods and or services or project, hereby declare the following:

1. That (I or my company) has successfully completed all projects undertaken in the last 5 years.
2. That no contracts held by me, or the company have been suspended or terminated and/or had performance security called by an employer in the past for reasons related to non-compliance with environmental, social safeguards (health and safety requirements) and overall safeguarding (including sexual exploitation, abuse, harassment (SEAH), child labour or handling safeguarding concerns).
3. That in case of successful award of contract to me or my company, I or my company will be liable for consequences including termination of contract should any such complaint of past work-related issues surface that were previously undisclosed.

Signature -----------------------------------------------

Name of contractor /supplier………………………..

Or (in case of a company):

Name of Company -----------------------

Name of Owner ----------------- ----------------------

Business License Number -----------------------------------

Company Address

# **Annex 2.3 – Environmental and Social Management Plan (ESMP) Table**

| **Phase** |  | | **Implementation Plan** | | **Monitoring Plan** | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Environmental and Social Impacts** | **Category** | **Proposed Mitigation Measures** | **Responsibility** | **Monitoring Parameter(s)** | **Frequency** | **Responsibility** |
| **Construction Phase** | | | | | | | |
| **Dust Emission** | A minimum amount of dust may arise during the construction of an earthen channel and land leveling on the barren land | Negligible | Not Applicable |  |  |  |  |
| **Solid Waste** | During the construction of earthen channels and other proposed activities in the barren land of Indiling Dass, a minimal amount of solid waste may be produced from the worker’s activities. | Low | The existing waste collectors will be informed and engaged on a timely basis to pick up the waste from the site.   1. Waste collection areas shall be designated at the project. site 2. Workers shall be forbidden to dispose-off or bury waste on the site. Illegal dumping in the surrounding area or the river shall be forbidden. 3. Dry pits shall be constructed for workers. 4. 1 pit of size 3x3x5 feet will be used by 15-20 persons and will be covered with wooden plank to avoid any animals to be trapped inside. 5. When the pit is full by 75% it will be filled by excavated material. | AKRSP/Contractor | Proper storage/handling of waste and materials | weekly | Environmental Specialist /Project Engineer AKRSP |
| **Land sliding/Rock Fall/digging pipe line** | The proposed project area of Indiling Dass Sumayar Nagar poses some risk of landslides and rock falls in the winter season and could pose threat to the pipeline, irrigation channel, and labor during construction and operation phase.  Excavation of the road for pipeline installation | Medium  negligible | 1. The channel pipes will be buried to avoid risks of slides and rock falls. Sea Buckthorn shall be planted along the channel and upper part of the barren land. 2. Vegetation cover shall be established and Indigenous plants like Berberis and Wild rose shall be planted particularly on steep slopes to enhance slope stability and reduce the risk. 3. Plantation of Sea buckthorn, Tamarix, wild rose and Salix shall be ensured when water flows into the irrigation channel. 4. Regular inspections and maintenance of the pipeline and irrigation channels shall be conducted to identify and address any potential vulnerabilities caused by landslides or rockfall. 5. Construction work shall be avoided to the points which are prone to rock falls during the winter season for the safety of workers. 6. Construction activities will be planned based on weather and season aiming to avoid any threats. 7. Trench will be temporarily covered with either stones or wooden planks for temporary passage. | AKRSP/Contractor | * Regular monitoring of weather conditions * Monitor the health & condition of vegetation * Regular observations & reporting of worker safety observation | Daily/weekly/seasonally | Contractor/AKRSP |
| **Runoff resulting from Intense Precipitation** | Runoff from heavy precipitation refers to a significant amount of water flow that occurs as a result of heavy rainfall or intense precipitation. When there is a high volume of rainfall in a short period of time, the ground may not be able to absorb all the water, leading to runoff. | Low | 1. Soil binder species like Sea buckthorn, Willow, and Tamarix gallica shall be planted to stabilize the soil and prevent erosion. 2. Construction activities will be planned based on weather and season aiming to avoid any threats to workers. | AKRSP | * Monitor vegetation cover * Soil sampling | Quarterly | Environmental Specialist |
| **Soil Erosion** | Excavation and digging trenches for pipelines in the steep slopes and other activities may lead to erosion  Few portions of the barren land are susceptible to soil erosion. Soil erosion can lead to the degradation and loss of soil, making it challenging for agricultural activities. | low | 1. Trees and shrubs like Salix, Tamarix, Sea buckthorn and Wild rose shall be planted along the channel to reduce erosion. 2. Flat areas on sloping land, like terraces, shall be developed to stop water from running down in the slope too quickly, and soak into the soil. 3. Prior to land development, plantation shall be ensured when water flows into the irrigation channel (when water begins to flow into the completed section of the irrigation channel). 4. The contract for the Irrigation Channel will be awarded to a sole contractor to guarantee synchronized activities of trench excavation, pipe installation, and backfilling to avoid erosion 5. The leftover spoils will be redistributed to contour the terraced areas further enhancing the stability & effectiveness of the terracing system. | AKRSP | * Soil Sampling * Monitor the vegetation cover * Visual inspection & topographic survey | Quarterly | Environmental Specialist |
| **Blasting**  *Explosive use plan is also attached at annex 5.2* | The proposed project site of Indiling Dass is located in a slopy terrain characterized by the presence of large numerous boulders. | Low | 1. The expert of blasting shall be well qualified for the job, inexperienced persons shall not be employed for the Job. 2. Blasting material storage & handling shall be done safely. 3. Excessive amount of explosives shall be refrained at worksite. 4. Explosives shall be kept in a safe storage at site by construction of small underground basement like structure dug into ground and made easily accessible, and doored for safety purpose and to accommodate at least 25 kg of explosives.   The storage place will be roofed and guarded properly .  The storage area will be made safe from rain or any run off by making an earthen barrier around the storage, enough to direct all the run off water towards a safer place.   1. All three items of the explosives (Wabox , Detonators & Safety Fuse) shall be kept in different storage with at least 20 ft in distance. 2. The structure for WABOX storage will be of size Width=5ft, Length= 6 ft and depth= 5ft with sufficient entrance layout.   The Detonator storage shall be of size Width=3ft, Length= 4ft and depth= 4ft and slab to cover.  The safety fuse storage shall be of size Width=2ft, Length= 3ft and depth= 2 ft and slab to cover.   1. Any kind of ignition sources shall be kept away from the storage locations and workers camping site shall be at least 500 feet away from storage location. 2. Explosives shall not be purchased in bulk but on need basis only to avoid any mis-handling and theft. 3. A watchman (un-armed) will be designated by the expert for safety and security of the explosives and it will be the responsibility of watchman to keep records of the explosives used and return on daily basis and no night stashing will be allowed at the work site 4. A tent shall be erected for the watchman to stay over night or make shift. 5. Access to the blasting site shall be restricted. 6. Siren or whistle with a vocal signal as per practice shall be used to alertthe people to hide inside homes or go to a safe place, and ensure that women and children are not in the barren land. 7. The location and time of the blasting event shall be clearly communicated to every one. 8. The blasting shall not be taken simultaneously, and an interval of time must be taken to control the intensity. 9. After the blast signal shall be given to resume the routine activities. 10. Controlled blasting will be conducted. 11. Workforce shall be instructed to avoid unnecessary noise. 12. The timing/schedule of the blasting shall be shared with local administration and hotel association. Also, sign board will be erected in the entrance of Sumayyar nullah to warn passer by. 13. Explosive experts will be advised to carry out the blasting work in cluster rather to avoid prolong time. 14. Blasting will be avoided for boulders laying on sloppy areas. Such boulders shall be broken by excavator. If blasting is still need to be conducted, in sloppy area, then minimum 1 stick which 1/4th of 1 kg will be used. In such scenario wabonite and gunpowder will be used to shatter the boulder to avoid ground vibration. 15. Crowbar and hammer (sledge ) shall be used to avoid blasting as much as possible in sloppy area. 16. . All left over explosive materials will be returned back to authorized expert/Supplier. | AKRSP Project Manager, Engineer, LSO and Contractor. | * Timing of Blast * Restricted access to the blasting site. * Explosives are kept at minimum 500 feet in distance. * Daily check shall be ensured of the records for explosives taken out and return. | At the time of Blasting | Project Engineer |
|  | **Blasting typical day schedule and procedure** |  | **8:00 am - 8:30 am: Morning Briefing and Safety Check**   * Gather the blasting team for a briefing. * Review the day's blasting plan, safety procedures, and emergency protocols. * Ensure all personnel are equipped with the necessary safety gear.   **8:30 am - 9:00 am: Set Up and Pre-Blast Inspections**   * Transport explosives and equipment to the blasting site. * Conduct pre-blast inspections of the area, ensuring it is clear of unauthorized personnel. * Check equipment and detonators for proper functioning.   **9:00 am - 12:00 pm: Blasting Operations (First Set of Blasts)**   * Conduct the first set of 5-7 blasts. * Allow a minimum of 30 minutes cooling time between cycle of blasts. * Document blast results and any unexpected issues id needed.   **12:00 pm - 1:00 pm: Lunch Break**   * All personnel take a break. * Secure explosive materials during the break.   **1:00 pm - 2:30 pm: Blasting Operations (Second Set of Blasts)**   * Conduct the second set of 5-8 blasts. * Allow a minimum of 30 minutes cooling time between blasts. * Document blast results and address any issues if needed.   **2:30 pm - 3:00 pm: Post-Blast Inspection and Cleanup**   * Inspect the blasted area for any unexploded explosives. * Remove debris and assess the progress. * Return un-used explosives to storage and update records.   **3:00 pm - 4:00 pm: Administrative Tasks and End-of-Day**   * Plan for the next day's blasting activities through mutual discussion with blasting team and management team. * Secure all explosive materials and equipment. | Engineer, LSO and Contractor. | During blasting | Daily check | Project Engineer/Project committee |
|  | **Method of Ignition of blast (Blasting expert** |  | **Inserting Explosives:**   * Carefully load the drilled holes with the appropriate type and amount of explosives. * Make sure the explosives are placed evenly and securely in each hole.   **Safety Fuse Placement:**   * Insert safety fuse into each explosive-filled hole. The length of the fuse determines the delay between ignition and detonation. * Ensure the fuses are securely connected to the explosives, and they are not damaged or frayed.   **Initiating the Blast:**   * Before igniting, double-check that all personnel are at a safe distance, and the blasting area is clear.   **Retreat to a Safe Distance:**   * Quickly move to a designated safe zone at least 300 feet away from the blasting site. * Ensure that all personnel are accounted for and are at a safe distance.   **Post-Blast Inspection:**   * After the blast, wait for a minimum of 30 minutes before returning to the blasting site to allow for any delayed explosions or residual hazards. * Inspect the results to ensure the rock has been adequately fragmented. | Project Engineer/LSO/Contractor | During blasting | Daily check | Project Engineer/Project committee |
|  | **Explosives Supply Chain, Storage, Detonation & Occupational Health & Safety Measures** |  | **Supply Chain:**   * The individual holding the expert permit will anticipate the daily utilization of explosives and manage the supply chain as required on the site. * The replenishment of supplies is a joint responsibility of the supplier/expert permit holder and the blasting site supervisor (a member of the project committee). This same procedure for supply and utilization is a standard practice on government projects in Gilgit-Baltistan.   **Storage:**   * The qualified and licensed explosive supplier/expert is an experienced professional responsible for overseeing the entire spectrum of activities within the blasting process. This encompasses activities such as obtaining usage permits, purchasing explosives from authorized dealers, organizing transportation, ensuring the safe transfer of materials from the dealer's facility to the on-site storage, as well as the precise placement of these materials in the designated storage pit at the site. Furthermore, it involves the daily routine of retrieving explosive materials, transporting them to the blasting site, conducting the blasting operations, and returning any unused materials safely to the storage pit. These procedures will persist throughout the entire duration of the blasting project. * To ensure the security of the storage area, a watchman appointed by the project committee, formed during the 3rd dialogue, will guard the storage. The blasting expert will possess the keys to the explosive storage, and in close collaboration with the watchman, they will jointly shoulder the responsibility for maintaining all records, which will subsequently be reviewed and verified by the project committee members. * Any surplus explosives will be transported back to the storage pit. An entrance to the underground pit will be present, secured with a suitably sized door. The watchman is currently stationed at the storage site and will bear the responsibility. The watchman will have a whistle at their disposal or will vocally alert the nearby camp workers in a loud manner to ensure that any potential thief is deterred and prevented from their actions. Moreover, storage location shall be chosen carefully that could be less attractive to any thieves. The primary explosives storage location will remain unchanged, and daily requirements will continue to be fulfilled from this same facility.   **Detonation:**   * Stones will be drilled by using the small manual drill machines and it will take 3-10 minutes to drill a hole depending upon the size of boulder or the depth of rock to be exploded. * New drilling will be done after every set of explosions. * If the boulder in question can be effectively broken using a hydraulic jackhammer attachment on an excavator, there will be no requirement for drilling or explosives. * Isolated (one cord, one detonator) method would be used for detonating 2 – 3 kg explosive * The blasting expert will decide the significant length of cord according to the situation of blasting where no shelter from debris. * Cooling time will be half an hour after the explosion. * The current method for detecting unexploded charges involves counting them during the explosion process. To identify any missed explosions, the blasting expert must return to the site after a significant period of time (typically half an hour), carefully assess the situation, and take necessary steps to detonate any remaining charged holes, following established procedures. * The procedure & tools for recovering any unexploded charge from rubble is by placing a new charge on top of the unexploded one and initiating a detonation. As a consequence, the unexploded charge is triggered by the shockwave from the new explosion.   **Occupational Health & Safety Measures:**   * Almost 3 persons be at site for drilling/detonation exercise (Driller , charge maker, and charge detonator) * The entire operation is under the purview of the blasting expert, they will assume responsibility for all safety-related tasks, handling procedures, and will also conduct on-site training for the general workers, overseen by the project committee. * Except for the individual responsible for initiating the detonation, all general workers are required to relocate to a minimum distance of 1,500 feet to 2,000 feet away from potential flying debris. * Since the debris typically disperses in the direction of the drill hole, workers will be instructed to move sideways for their safety. * Mostly helmets, gloves, eye protectors are used along with suitable clothing. It’s the responsibility of blasting expert to use suitable protective gear measures along with himself. * Initially, trenches will be excavated, followed by the blasting operation and debris removal. Subsequently, pipes will be placed in the excavated trenches, which will then be backfilled. If necessary, the next phase of drilling or blasting activity will be conducted afterward. * Excavator or other machinery will be driven away to safer site before the blasting operation is carried out. * The other activity around Indiling Dass could be MHP work under the HRE-II near the head work or power channel which shall be managed with the WPD and its contractor. * Restricted zones around the blast area will be defined to prevent unauthorized access during and after the explosion. After each explosion, the expert will conduct a thorough inspection of the blast area to identify any potential loose rocks or unstable slopes and removal or secure these hazards as needed by expert. * Spotter will be deployed will be positioned opposite the project site who will foresee any such situation and alarm the workers. * Alternative to blasting will be adopted only on boulders by using jack hammer but on the face of hard rocks, this practice cannot be adopted but only option is to blast the rocks. | Project Engineer/LSO/Contractor | During blasting | Daily check | Project Engineer/Project committee |
| **Worker’s Health and Safety and labor Conditions** | The proposed site is located on the right side of Mamubar nullah having some slopes that could poses some challenges for the workers involved in tasks such as constructing the irrigation channel & fixing the pipeline.  The noise generated by the machines is expected to be distant from the village, and therefore, there is no need for any noise mitigation measures.  The utilization of good machinery will effectively reduce noise levels, thereby minimizing any impact on the workers and other individuals involved. | Med | 1. Child labor shall be prevented. 2. First aid facilities shall be provided onsite. 3. Excavation through machine shall be done as much as possible. 4. In case of an incident 5. involving injury, the injured will be taken to the nearest medical facility after providing necessary first aid. 6. Appropriate personal protective equipment (PPE) shall be provided in conjunction with briefing, use, and maintenance of the PPE 7. All workers shall use the relevant PPE (helmet, gloves, goggles, work boots, masks, etc.) 8. Construction activities will be planned based on weather and season aiming to avoid any threats to workers.8. Dry pits shall be constructed for workers. The pits shall be covered with a wooden plank and refilled with soil once the is abandoned. 9. The maintenance of machinery and lorries shall be done in workshops, liquids including cleaning water shall be collected through a drainage system containing an oil trap. Maintenance of vehicles and machines shall be done to prevent oil losses. 10. No cleaning or maintenance of vehicles or machines shall be allowed in close proximity to the river. This shall be done in specially prepared places (workshops) equipped with oil skimmers. 11. Motorized equipment and machines shall be turned off when not in use. | AKRSP/Contractor | PPE | During construction work | Contractor |
| **Implementation/Operations Phase** | | | | | | | |
| **Avalanche** | The proposed project site is susceptible to small-scale avalanches in winter season (Jan-March), there are just 2 points that are susceptible to avalanches. Only a small fraction of the area, approximately below one percent. Which could pose a threat to the pipeline infrastructure intended for irrigation purposes. | low | 1. The pipeline design shall incorporate measures to withstand potential avalanche impacts. This shall include using robust materials. 2. Healthy forest growth/forest trees shall be promoted in the surrounding area to stabilize the slopes and reduce the likelihood of the avalanche. 3. Routine inspections and maintenance of the pipeline infrastructure shall be conducted to identify and address potential weaknesses or damage caused by avalanches. 4. Construction activities will be planned based on weather and season aiming to avoid any threats to workers. | AKRSP | * Ensure that construction activities will not be conducted in avalanche season * Keep a close watch on weather condition * Regular assessment of slope stability | Quarterly | Environmental Specialist |

1. Government-owned enterprises shall be eligible to participate in bidding only if they can establish that they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Government. Furthermore, they will be subject to the same bid and performance security requirements as other Bidders. [↑](#footnote-ref-1)
2. If the Employer cannot send the Contract agreement together with the letter of acceptance, it must be sent electronically to the Consultant within a reasonable period of time. [↑](#footnote-ref-2)
3. A child or minor is any person under the age of 18, according to the UNCRC (Article 1). Minors are considered unable to evaluate and understand the consequences of their choices and give informed consent, especially for sexual acts. [↑](#footnote-ref-3)
4. A vulnerable adult is a person, 18 or above, who, by reason of disability, age, sex, gender identity, ethnicity, race, class/caste, religion, or illness, the context they are in or as a result of social or other inequalities and power relations, is at increased risk of significant harm or exploitation [↑](#footnote-ref-4)
5. Concerns can be regarding sexual exploitation, abuse, harassment or any inappropriate or harmful conduct. A safeguarding concern raised in relation to a sub-contractor does not mean that the partnership must be terminated automatically. The decision to continue with the partnership will take into account the reaction of the partner and their commitment to addressing the situation. [↑](#footnote-ref-5)