

EFAP/KPID-CW-13

**PACKAGE-13: REPAIR AND REHABILITATION OF FLOOD PROTECTION STRUCTURES,
DISTRICT SWAT – SWAT IRRIGATION DIVISION-II**

INVITATION FOR BIDS (IFB)

PACKAGE-13:

EFAP/KPID/CW-13:

PACKAGE-13: REPAIR AND REHABILITATION OF FLOOD PROTECTION STRUCTURES, DISTRICT SWAT – SWAT IRRIGATION DIVISION-II: ➤

**REHABILITATION OF FLOOD PROTECTION WORKS/ REMOVAL OF DEBRIS AND
CHANNELIZATION ALONG SWAT RIVER AND ITS TRIBUTARIES IN TEHSIL
KHWAZAKHELA & CHARBAGH, DISTRICT SWAT**

➤ **REHABILITATION OF FLOOD PROTECTION WORKS/ REMOVAL OF DEBRIS AND
CHANNELIZATION ALONG SWAT RIVER AND ITS TRIBUTARIES IN TEHSIL MATTA,
DISTRICT SWAT**

PROJECT MANAGEMENT OFFICE

PEHUR HIGH LEVEL EXTENSION PROJECT SWABI

GOHATI IRRIGATION COMPLEX SWABI Phone No.

+92-938-530103, Fax No. +92-938-530104 Email:

efapirrigation@gmail.com



**INVITATION FOR BIDS
TO ALL THE PREQUALIFIED BIDDERS FOR CATEGORY-IV**

Date:	19 October 2023	
Loan No. and Title:	Loan 4279-PAK(COL): Emergency Flood Assistance Project (Khyber Pakhtunkhwa Irrigation Department Component)	
Contract No.	Packages / Contract Title	Qualification Category
EFAP/KPID CW-13	PACKAGE-13: REPAIR AND REHABILITATION OF FLOOD PROTECTION STRUCTURES, DISTRICT SWAT – SWAT IRRIGATION DIVISION-II: ➤ <i>Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River and its Tributaries in Tehsil Khwazakhela & Charbagh, District Swat</i> ➤ <i>Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River and its Tributaries in Tehsil Matta, District Swat</i>	Category-IV
Deadline for Submission of Bids	02 November 2023 (1100 Hours PST)	

1. The **Islamic Republic of Pakistan** has received financing from the **Asian Development Bank (ADB)** toward the cost of **Repair, Rehabilitation and Reconstruction of Irrigation Structure, Drainage System and Flood Protection Works Spreads in Province of Khyber Pakhtunkhwa**. Part of this financing will be used for payments under the Contract named above. Bidding is open to prequalified Bidders from eligible source countries of ADB.
2. The **Irrigation Department, Government of Khyber Pakhtunkhwa** (“the Employer”) invites sealed bids from prequalified eligible Bidders for the construction and completion of works mentioned in the table above under “**Packages / Contract Title**” (“the Works”).
3. Open competitive bidding will be conducted in accordance with ADB’s Single-Stage: One Envelope following Prequalification procedure and is open to all prequalified Bidders from eligible countries as described in the Bidding Document.
4. Only eligible prequalified Bidders with the following key qualifications defined in the Bidding Document may participate in this bidding.

A pre-bid meeting shall take place on **25 October 2023** at **11:00 hours (Pakistan Standard Time)** at the address mentioned below.

5. To obtain further information and inspect the bidding documents, Bidders should contact:
Project Director
Project Management Office
Pehur High Level Canal Extension Project /Emergency Flood Assistance Project
Irrigation Department Khyber Pakhtunkhwa,
Gohati, Swabi.
6. To purchase the bidding documents in English, eligible bidders should



PROJECT MANAGEMENT OFFICE
PEHUR HIGH LEVEL EXTENSION PROJECT SWABI
GOHATI IRRIGATION COMPLEX SWABI Phone No.

+92-938-530103, Fax No. +92-938-530104 Email:
efapirrigation@gmail.com

- write to address above requesting the Bidding Documents for each package mentioned in the table above under “**Packages / Contract Title**”.
 - pay a nonrefundable fee of PKR 15,000/- or USD equivalent by Pay Order or Demand Bank Draft in favor of Project Director. The eligible bidders also have the option to download the bidding documents at no cost from Irrigation website i.e., **www.irrigation.gkp.pk**. Eligible bidders opting to download the bidding document from Irrigation Department website shall inform PMO in writing at the address given below failing which PMO shall not be responsible if the applicants do not receive clarifications and amendments, if any. In case of any discrepancy between the downloaded document and hard copy, the latter shall prevail.
7. Deliver your bid
- to the address given above vide Para-5
 - on or before the deadline **02 November 2023 (1100 Hours ‘Pakistan Standard Time’)**
- together with a Bid-Securing Declaration as described in the Bidding Document.
Bids will be opened promptly after the deadline for bid submission in the presence of Bidders’ representatives who choose to attend.
8. When comparing Bids, Domestic Preference will not be applied as stipulated in the Bidding Document.

Project Director
Project Management Office (PMO)
Emergency Flood Assistance Project (EFAP)
Irrigation Department, Khyber Pakhtunkhwa
Gohati Swabi
Phone No.: +92-938-530103
Fax: No. +92-938-530104

BIDDING DOCUMENT

PACKAGE-13:

EFAP/KPID/CW-13:

PACKAGE-13: REPAIR AND REHABILITATION OF FLOOD PROTECTION STRUCTURES, DISTRICT SWAT – SWAT IRRIGATION DIVISION-II: ➤

**REHABILITATION OF FLOOD PROTECTION WORKS/ REMOVAL OF DEBRIS AND
CHANNELIZATION ALONG SWAT RIVER AND ITS TRIBUTARIES IN TEHSIL
KHWAZAKHELA & CHARBAGH, DISTRICT SWAT**

➤ **REHABILITATION OF FLOOD PROTECTION WORKS/ REMOVAL OF DEBRIS AND
CHANNELIZATION ALONG SWAT RIVER AND ITS TRIBUTARIES IN TEHSIL MATTA,
DISTRICT SWAT**

**ISLAMIC REPUBLIC OF PAKISTAN
KHYBER PAKHTUNKHWA
IRRIGATION DEPARTMENT (KPID)**



ASIAN DEVELOPMENT BANK

**Loan 4279-PAK(COL):
Emergency Flood Assistance Project
(Khyber Pakhtunkhwa Irrigation Department Component)
(EFAP/KPID/CW-13)**

**BIDDING DOCUMENT
Procurement of Works**

**- Single-Stage: One-Envelope Bidding Procedure -
- Following Prequalification -**

**Package-13: EFAP/KPID-CW-13
Repair and Rehabilitation of Flood Protection
Structures, District Swat – Swat Irrigation
Division-II**

**Project Management Office (PMO),
Pehur High Level Canal Extension Project /
Emergency Flood Assistance Project
Gohati, Swabi**

Tel: +92-(938)-530103

Fax: +92-(938)-530104

Email: pmophlce@gmail.com / efapirrigation@gmail.com

PROCUREMENT OF WORKS

BIDDING DOCUMENT

for

Procurement

of

**Repair, Rehabilitation and Reconstruction of Irrigation
Structure, Drainage System and Flood Protection Work
Spreads in Province of Khyber Pakhtunkhwa**

Package-13: Repair and Rehabilitation of Flood Protection

Structures, District Swat – Swat Irrigation Division-II: ➤

Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River and its Tributaries in Tehsil Khwazakhela & Charbagh, District Swat

➤ *Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River and its Tributaries in Tehsil Matta, District Swat.*

Issued on: 19 October 2023

Invitation for Bids No.: EFAP/KPID/CW-13

OCB No.: EFAP/KPID/CW-13

Employer: Project Director

Project Management Office

Pehur High Level Canal Extension

Project / Emergency Flood

Assistance Project

Irrigation Department, Govt. of

Khyber Pakhtunkhwa

Country: Pakistan

Bidding Document for [\(EFAP/KPID/CW-13\)](#) Procurement of Works

Preface

This Bidding Document for the Procurement of Works has been prepared by [Irrigation Department, Government of Khyber Pakhtunkhwa](#) and is based on the Standard Bidding Document for the Procurement of Works-Small Contracts (*SBD Works-Small*) issued by the Asian Development Bank dated [December 2021](#).

ADB's *SBD Works-Small* has the structure and the provisions of the Master Procurement Document entitled "Bidding Documents for the Procurement of Works-Small Contracts", prepared by multilateral development banks and other public international financial institutions except where ADB-specific considerations have required a change.

Table of Contents - Summary Description

PART I BIDDING PROCEDURES

Section 1 - Instructions to Bidders (ITB) ----- 1-1

This section specifies the procedures Bidders should follow when preparing and submitting their Bids. Information is also provided on the submission, opening, evaluation of bids, and on the award of contract.

Section 2 - Bid Data Sheet (BDS) ----- 2-1

This section consists of provisions that are specific to each procurement and supplements the information or requirements included in Section 1 (Instructions to Bidders).

Section 3 - Evaluation and Qualification Criteria (EQC) ----- 3-1

This section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section 4 - Bidding Forms (BDF) ----- 4-1

This section contains the forms to be completed by the Bidder and submitted as part of its Bid.

Section 5 - Eligible Countries (ELC) ----- 5-1

PART II REQUIREMENTS

Section 6 - Employer’s Requirements (ERQ) ----- 6-1
This section contains the Specifications, Drawings, Supplementary Information that describe the Works to be procured, Personnel Requirements, and Equipment Requirements.

PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7 - General Conditions of Contract (GCC) ----- 7-1
This section contains the general clauses that govern the Contract. These General Conditions shall be the Conditions of Contract for Construction, Multilateral Development Bank Harmonized Edition, published by the Fédération Internationale des Ingénieurs-Conseil (FIDIC MDB Edition, June 2010). These Conditions are subject to the variations and additions set out in Section 8 (Particular Conditions of Contract).

Section 8 - Particular Conditions of Contract (PCC) ----- 8-1
This section contains provisions that are specific to each contract and that modify or supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Section 9 - Contract Forms (COF) ----- 9-1
This section contains forms that, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Section 1: Instructions to Bidders

This Section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, evaluation of bids, and award of contract.

Table of Contents

A. General	3
Scope of Bid	3 1.
Funds	3 2. Source of
.....	3 3. Fraud and Corruption
.....	3 4. Eligible Bidders
.....	6 5. Eligible Materials,
Equipment, and Services	7 B. Contents of Bidding
Document	8 6. Sections of Bidding
Document	8 7. Clarification of Bidding
Document, Site Visit, Pre-Bid Meeting	8 8. Amendment of Bidding Document
.....	9 C. Preparation of Bids
.....	9 9. Cost of Bidding
.....	9 10. Language of Bid
.....	9 11. Documents Comprising the
Bid	10 12. Letter of Bid and Schedules
.....	10 13. Alternative Bids

Discounts.....	10	14. Bid Prices and
Payment	11	15. Currencies of Bid and
Technical Proposal	12	16. Documents Comprising the
Qualifications of the Bidder	13	17. Documents Establishing the
Bids.....	13	18. Period of Validity of
Declaration	13	19. Bid Security/Bid-Securing
.....	13	20. Format and Signing of Bid
.....	14	D. Submission and Opening of Bids
.....	15	21. Sealing and Marking of Bids
.....	15	22. Deadline for Submission of Bids
.....	15	23. Late Bids
.....	15	24. Withdrawal,
Substitution, and Modification of Bids	16	25. Bid Opening
.....	16	E. Evaluation and
Comparison of Bids	17	26. Confidentiality
.....	17	27. Clarification of Bids
.....	17	28. Deviations, Reservations, and
Omissions	17	29. Determination of Responsiveness
.....	18	30. Nonmaterial Nonconformities
.....	18	31. Correction of Arithmetical Errors
.....	18	32. Conversion to Single Currency
.....	19	33. Domestic Preference
.....	19	34. Subcontractors
.....	19	35. Evaluation and
Comparison of Bids	19	36. Abnormally Low Bids
.....	20	37. Unbalanced or Front-Loaded
Bids	21	38. Qualification of the Bidder
.....	21	39. Employer's Right to Accept Any Bid,
and to Reject Any or All Bids	21	

40. Notice of Intention for Award of Contract	21	F. Award
of Contract	21	41. Award
Criteria	21	42. Notification of
Award	22	43. Signing of Contract
.....	22	44. Performance Security
.....	22	45. Bidding-Related Complaints
.....	23	

A. General

1. Scope of Bid 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of the open competitive bidding (OCB) are provided in the BDS.

1.2 Throughout this Bidding Document,

(a) the term "in writing" means communicated in written form and delivered against receipt;

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

(c) "day" means calendar day.

2. Source of Funds 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the

cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.

2.2 Payments by the ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.

to time. In pursuance of this policy, ADB

3. Fraud and Corruption

3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means 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;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;

(vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and

(vii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it

determines at any time that representatives of the Borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);

- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.3 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors, and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

3.4 The Employer hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

3.5 Furthermore, Bidders shall be aware of the provision stated in Subclauses 1.15 and 15.6 of the Conditions of Contract.

4. Eligible Bidders 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5 - or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,

- (a) all partners shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

This criterion shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers for any part of the Contract including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved.

However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)-(d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or

(f) a Bidder, Joint Venture partner, associates, parent company, or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

(g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract; or

(h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS

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

4.4 A firm will not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.

4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.

4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid-Securing Declaration.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.8 Bidders shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from, or payments to, a particular country, person or entity in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.

4.9 Since a prequalification exercise was conducted prior to the issuance of this Bidding Document, only prequalified Bidders may submit bids for the contract(s) described in BDS.

5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.

5. Eligible Materials, Equipment, and Services

ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(i) A Bidder that has a financial or familial relationship with staff of the Employer including project implementing/executing agency, or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or

5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

PART II Requirements

Section 6 - Employer’s Requirements (ERQ)

PART III Conditions of Contract and Contract Forms

Section 7 - General Conditions of Contract (GCC)

Section 8 - Particular Conditions of Contract (PCC)

Section 9 - Contract Forms (COF)

6.2 The IFB issued by the Employer is not part of the Bidding Document.

6.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the IFB.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART I Bidding Procedures

Section 1 - Instructions to Bidders (ITB)

Section 2 - Bid Data Sheet (BDS)

Section 3 - Evaluation and Qualification Criteria (EQC)

Section 4 - Bidding Forms (BDF)

Section 5 - Eligible Countries (ELC)

costs, and expenses incurred as a result of the inspection.

7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.

7.6 Minutes of the pre-bid 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 Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.

8. Amendment of Bidding Document

for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

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

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.

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

C. Preparation of Bids

9. Cost of Bidding 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant

11. Documents Comprising the Bid

(b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and ITB 14;

(c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19; (d) alternative Bids, if permissible, in accordance with ITB 13;

(e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;

(f) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract if its Bid is accepted;

(g) Technical Proposal in accordance with ITB 16; and

(h) any other document required in the BDS.

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

12. Letter of Bid and Schedules

passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11.1 The Bid shall comprise the following:

(a) Letter of Bid;

12.1 The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the BDS.

13. Alternative Bids 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.

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

13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

and rejected.

14. Bid Prices and Discounts

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

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed, and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. Unit rates and prices for all items of the Works described in the Bill of Quantities shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.

14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Bid may result in the rejection of the Bid.

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

14.5 The prices shall be either fixed or adjustable as specified in the BDS.

(a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as nonresponsive

(b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport, and contractor's equipment in accordance with the provisions of the Conditions of Contract. A Bid submitted with a fixed price will be treated as nonresponsive and be rejected. The Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Tables of Adjustment Data included in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings. Any bid that omits indexes and weightings shall be subject to clarification with the Bidder.

14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction 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. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all contracts are submitted and opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The unit rates and the prices shall be quoted by the Bidder entirely in the currency specified in the BDS.

15.2 Bidders shall indicate the portion of the bid price that corresponds to expenditures incurred in the currency of the Employer's country in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).

15.3 Bidders expecting to incur expenditures in other currencies for inputs to the Works supplied

from outside the Employer's country and wishing to be paid accordingly may indicate the other currencies in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).

15.4 The rates of exchange to be used by the Bidder for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on the date 28 days prior to the deadline for submission of bids published by the source specified in the BDS. If exchange rates are not so published for certain currencies, the Bidder shall state the rates used and the source. Bidders should note that for the purpose of payments, the exchange rates confirmed by the source specified in

the BDS as the selling rates prevailing 28 days prior to the deadline for submission of Bids shall apply for the duration of the Contract so that no currency exchange risk is borne by the Bidder.

15.5 Foreign currency requirements indicated by the Bidders in the Schedule of Payment Currencies shall include but not limited to the specific requirements for

(a) expatriate staff and labor employed directly on the Works;

(b) social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses;

(c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;

(d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;

(e) foreign insurance and freight charges for imported materials, Plant and Contractor's

Equipment, including spare parts; and (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.

15.6 Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Payment Currencies are reasonable and responsive to ITB 15.3 above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.

15.7 Bidders should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Subclause 14.15 of the Conditions of Contract. Any such adjustment shall be effected by

Procurement of Works Bidding Document of [\(EFAP/KPID/CW-13\)](#)
Section 1: Instructions to Bidders 1-13

Declaration

comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, environmental, health and safety (EHS) management plan commensurate with the proposed scope of works, EHS Code of Conduct, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

17.2 Domestic Bidders, individually or in Joint Ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 33.

18.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be

16. Documents Comprising the Technical Proposal

17. Documents Establishing the Qualifications of the Bidder

18. Period of Validity of Bids

19. Bid Security/Bid Securing

rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 28 days 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.

19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.

19.2 If a Bid-Securing Declaration is required

pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed.

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

(a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or

(b) an irrevocable letter of credit, or

(c) a cashier's or certified check.

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid

19.1, the bid security of unsuccessful Bidders shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 44.

19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if

(a) notwithstanding ITB 24.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2; or

(b) the successful Bidder fails to

(i) sign the Contract in accordance with ITB 43;

(ii) furnish a performance security in accordance with ITB 44;

(iii) accept the arithmetical correction of its Bid in accordance with ITB 31; or

(iv) furnish a domestic preference security if so required.

19.8 If the bid security is required as per ITB 19.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 19.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

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

20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as

20. Format and Signing of Bid

security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.

19.5 If a bid security is specified pursuant to ITB

specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period as stated in the Employer's request shall cause the rejection of the Bid. If either the Letter of Bid or Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

“ALTERNATIVE,” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.3.

(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer in accordance with BDS 22.1;

(c) bear the specific identification of this bidding process indicated in the BDS 1.1; and

(d) bear a warning not to open before the time and date for bid opening.

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

22. Deadline for Submission of Bids

22.1 Bidders shall submit their Bids as specified in the BDS. Procedures for submission, sealing, and marking are as follows:

(a) Bidders submitting Bids by mail or by hand shall enclose the original and all copies of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL,”

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

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

23. Late Bids 23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by

20 and ITB 21 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION"; and

24. Withdrawal, Substitution, and Modification of Bids

the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be

(b) received by the Employer no later than the deadline prescribed for submission of Bids, in accordance with ITB 22.

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

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

(a) prepared and submitted in accordance with ITB

25. Bid Opening 25.1 The Employer shall open the Bids in public at the address, on the date and time specified in the BDS in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Price(s), including any discounts and alternative offers; the presence of a bid security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Bid and Bill of Quantities are to be initialed by at least three representatives of the

Employer attending bid opening. No Bid shall be rejected at bid opening except for late Bids, in accordance with ITB 23.1.

25.4 The Employer shall prepare a record of the bid opening that shall

include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

26. Confidentiality 26.1 Information relating to the examination, evaluation, comparison, and qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

27. Clarification of Bids

or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

28.1 During the evaluation of Bids, the following definitions apply:

28. Deviations, Reservations, and Omissions

27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

29. Determination of Responsiveness

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

30. Nonmaterial Nonconformities

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

30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

31. Correction of Arithmetical Errors

29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB11.

29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

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

(a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the

addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

(c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected.

(d) 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), (b) and (c) above.

31.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited, or its bid securing declaration executed.

32. Conversion to Single Currency

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

33. Domestic Preference

decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

33.1 Unless otherwise specified in the BDS, domestic preference shall not apply.

(b) If there is an error in a total corresponding to the

34. Subcontractors

34.1 Unless otherwise stated in the BDS, the Employer does not intend for the contractor to execute any specific elements of the Works through nominated subcontractors.

errors in accordance with ITB 31.1;

35. Evaluation and Comparison of Bids

35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;

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

(e) adjustment for nonmaterial nonconformities in accordance with ITB 30.3;

(a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;

(f) assessment whether the bid is abnormally low in accordance with ITB 36; and

(b) price adjustment for correction of arithmetic

(g) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

comparing them with the Engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;

(b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and

(c) decide whether to accept or reject the bid.

36.3 With regard to ITB 36.2 (b) above, the Employer will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the works, equipment or services proposed.

36.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Employer may:

(a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;

(b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or

(c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.

36. Abnormally Low Bids

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

35.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section 3 (Evaluation and Qualification Criteria).

35.5 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid price, in accordance with ITB 35.2.

36.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

36.2 When the offered bid price appears to be abnormally low, the Employer shall undertake a three-step review process as follows:

(a) identify abnormally low costs and unit rates by

37. Unbalanced or Front-Loaded Bids

Employer may as appropriate:

(a) accept the Bid; or

(b) accept the Bid, but require that the total amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract subject to ITB 44.2; or

(c) reject the Bid and make a similar determination for the next ranked bid.

38.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

38. Qualification of the Bidder

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities or affiliates.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. The Employer reserves the right to reject the bid of any Bidder found to be in circumstances described in GCC 15.2(e). A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

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

40. Notice of Intention for Award of Contract

37.1 If the Bid, which results in the lowest evaluated Bid Price, is seriously unbalanced or front-loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed, as well as the pricing and sources of materials, equipment and labor.

40.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

37.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the

F. Award of Contract

41. Award Criteria 41.1 The Employer shall award the Contract to the Bidder whose offer has been determined in line with ITB 35 to ITB 37 above to be the lowest evaluated Bid and is substantially responsive to the Bidding Document,

time, the Employer shall also notify all other Bidders of the results of the bidding.

42. Notification of Award

42.2 Unless standstill period applies, upon notification of award through issuance of Letter of Acceptance, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

42.3 Until a formal contract is prepared and executed, the notification of award through issuance of Letter of Acceptance shall constitute a binding Contract.

42.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies; or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the bid and lot or package numbers, as applicable and the following information:

- (a) name of each Bidder who submitted a Bid;
- (b) bid prices as read out at bid opening;
- (c) name and evaluated prices of each Bid that was evaluated;
- (d) name of bidders whose bids were rejected and the reasons for their rejection; and
- (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

43. Signing of Contract

43.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

43.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

44. Performance Security

provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

42.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 40.1; or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Employer shall transmit the Notification of Award through issuance of Letter of Acceptance using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same

44.1 Within 28 days of the receipt of notification of award through issuance of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 36 and ITB 37, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the bank issuing performance security is located outside the Employer's country, it shall

abovementioned performance security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

44.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

45.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

45. Bidding-Related Complaints

be counter-guaranteed or encashable by a bank in the Employer's country.

44.2 Failure of the successful Bidder to submit the

Section 2: Bid Data Sheet

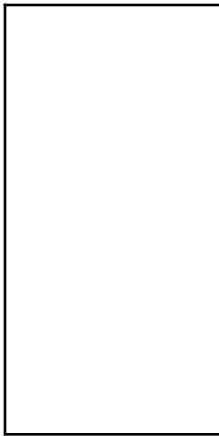
This Section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 (Instructions to Bidders).

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: EFAP/KPID/CW-13
ITB 1.1	The Employer is: Irrigation Department, Government of Khyber Pakhtunkhwa
ITB 1.1	<p>The name of the open competitive bidding (OCB) is: Package-13: (EFAP/KPID CW-13): Repair and Rehabilitation of Flood Protection Structures, District Swat – Swat Irrigation Division-II</p> <ul style="list-style-type: none"> ➤ <i>Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River and its Tributaries in Tehsil Khwazakhela & Charbagh, District Swat</i> ➤ <i>Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River and its Tributaries in Tehsil Matta, District Swat</i> <p>The identification number of the OCB is: EFAP/KPID/CW-13</p> <p>The number and identification of lots comprising this OCB is: None</p>
ITB 2.1	The Borrower is: Islamic Republic of Pakistan
ITB 2.1	The name of the Project is: Emergency Flood Assistance Project (EFAP)
ITB 4.1(b)	Representative: The Joint Venture shall nominate a Representative from the Lead Partner.

B. Contents of Bidding Documents

ITB 7.1	<p>For clarification purposes only, the Employer's address is:</p> <p>Attention: Project Director Project Management Office Pehur High Level Canal Extension Project/ Emergency Flood Assistance Project Khyber Pakhtunkhwa, Irrigation Department</p> <p>Street address: Gohati, Swabi Floor/ Room Office of the Project Director</p> <p><u>number:</u> City: Swabi, Khyber Pakhtunkhwa ZIP code: 23430 Country: Islamic Republic of Pakistan Telephone: +92-(938)-530103 E-mail address: pmophlce@gmail.com / efapirrigation@gmail.com</p>
ITB 7.4	A Pre-Bid meeting will be take place.



Place:	Project Management Office Pehur High Level Canal Extension Flood Assistance Project Khyber Pakhtunkhwa, Irrigation
City:	Gohati, Swabi
Country:	Islamic Republic of Pakistan
Telephone:	+92-(938)-530103

A site visit conducted by the Employer **will not** be organized. Bidders are encouraged to conduct site visit on their own and contact the Employer and the Engineer before scheduling / making the site visit.

Date:	25 October
Time:	1100 Hours

C. Preparation of Bids

ITB 10.1	The language of the Bid is: English . The translation of the documents shall be duly notarized
ITB 11.1 (h)	<p>The Bidder shall submit with its Bid the following additional documents:</p> <p>Documents indicating the Historical Financial Performance i.e., audited financial statements for the Financial Year 2019-20, 2020-21 & 2021-22 of the bidders which close their accounts on June 30th every year OR Calendar Year 2020, 2021 & 2022 of the bidders which close their accounts on 31st December every year or for latest three years, as applicable.</p> <p>Supporting documents indicating availability of Financial Resources shown by the bidder to meet with the Cash Flow Requirements (refer 2.1 of Section 3) i.e., <i>latest year's audited financial statements, the line of credit should be (i) project specific; (ii) address to the Client; (iii) shall be issued within last 03 month; (iv) it should be confirmed by the concerned bank(s); (v) it should be unconditional; and (vi) it must be for the complete duration of the Project</i>).</p> <p>Bidders are required to submit all documents to support their bid in English language. If the documentary evidence is in a language other than the English language, then the bidder shall submit accurate translation of the relevant passages in the English language duly attested by the notary public of the Bidder's Country or similar legal instrument of notarization as applicable under the laws of the Bidder's home country, (specifying the authority for such attestation as per law of the country).</p> <p>If a Bidder omits to submit any of the above documents or the documents submitted are deficient, the Bid shall not be rejected in the first instance and a clarification will be sought from the Bidder under ITB 27.</p>
ITB 11.2	<p>In addition to the requirement under ITB 4.1, the Joint Venture Agreement or a Letter of Intent to execute a Joint Venture Agreement in the event of the successful Bid, shall include the following:</p> <ul style="list-style-type: none">(a) The lead partner shall be clearly identified and nominated.(b) The financial share of each partner shall be clearly stated.(c) Corresponding to the financial share of each Partner, the roles and responsibilities of each partner shall also be specified; and

	(d) Any other requirements as per the applicable law.
ITB 12.1	The units and rates in figures entered into the Bill of Quantities and Daywork Schedule should be typewritten, if written by hand, must be in print form. Bill of Quantities and Daywork Schedule not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: Not Applicable
ITB 14.5	The prices quoted by the Bidder Adjustable .
ITB 15.1	The unit rates and the prices shall be quoted by the Bidder entirely in “Pakistan Rupees” .
ITB 15.4	The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by State Bank of Pakistan .
ITB 18.1	The bid validity period shall be Sixty (60) days .
ITB 19.1	The Bidder shall furnish a Bid-Securing Declaration
ITB 19.2	The ineligibility period is: Five (05) Years
ITB 19.4	<p>Subject to the succeeding sentences, any bid not accompanied by Bid-Securing Declaration shall be rejected by the Employer as nonresponsive. If a Bidder submits a Bid-Securing Declaration that (i) deviates in form, content, and/or period of validity or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Employer shall request the Bidder to submit a compliant Bid Securing Declaration within fourteen (14) days of receiving such a request. Failure to provide a compliant Bid-Securing Declaration within the prescribed period of receiving such a request shall cause the rejection of the Bid</p>
ITB 20.1	<p>In addition to the original Bid, the number of copies is: Three (03)</p> <p>To facilitate evaluation, bidders are encouraged to submit the scanned soft copies, in PDF format, of their Bids in shape of a USB Drive.</p> <p>The soft copy (USB) of the Bids shall be enclosed in the envelope containing the hard copy of the Bidder’s Original Bid.</p> <p>If there is any discrepancy between the data/information in the soft copy (USB) of the Bidder’s Bids and the hard copy of the Bidder’s Bids and between the Price indicated in the hard copy of the Bidder’s Original Price Bid, and in the soft copy (USB) of the Bidder’s Price Bid, the data and information indicated in the hard copy of the Original Bid shall prevail. All of the rates and amounts must be written by the bidder in words that are written in figures.</p> <p>In addition to above, soft copy of Priced Bid in “Excel format”, in the same USB containing the “PDF format”, shall also be provided in the envelope containing the</p>

	<p>hard copy of the Bidder's Original Price Bid, to facilitate review and evaluation process.</p> <p>Note: Submission of the USB is only for reference and shall not constitute electronic bid submission as stipulated in ITB 21.1(b) and is provision in the Data Sheet.</p>
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of a <i>board resolution or its equivalent, or power of attorney, which should either be:</i></p> <p><i>a) notarized, or</i></p> <p><i>b) attested to by an appropriate forum (authority) in the Bidder's home country, specifying the representative's authority to sign the bid on behalf of the bidder.</i></p> <p><i>If the bidder is an intended or existing joint venture, such authorization should be signed by all parties and specify the representative's authority to sign the bid on behalf of the intended or existing joint venture.</i></p> <p><i>If the joint venture has not yet been formed, also include written evidence from all proposed partners of joint venture of their intent to enter into a joint venture in the event of a contract award.</i></p>
ITB 20.2	The Bidder shall submit an acceptable authorization within fourteen (14) days.

D. Submission and Opening of Bids

ITB 21.1	Bidders shall submit their Bids by mail or by hand.
ITB 21.1 (b)	Electronic bidding submission procedures shall be: Not Applicable.
ITB 22.1	<p><u>For bid submission purposes only, the Employer's address is:</u> Attention: Project Director Project Management Office Pehur High Level Canal Extension Project/ Emergency Flood Assistance Project Khyber Pakhtunkhwa, Irrigation Department</p> <p><u>Street address:</u> Gohati, Swabi Floor/ Room Office of the Project Director</p> <p><u>number:</u> <u>City:</u> Swabi, Khyber Pakhtunkhwa <u>ZIP code:</u> 23430 <u>Country:</u> Islamic Republic of Pakistan <u>Telephone:</u> +92-(938)-530103 <u>E-mail address:</u> pmophlce@gmail.com / efapirrigation@gmail.com</p> <p>The deadline for bid submission is:</p> <p><u>Date:</u> 02 November 2023 <u>Time:</u> 1100 Hours</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Street address: Office of the Project Director Project Management Office Pehur High Level Canal Extension Project/ Emergency Flood Assistance Project Khyber Pakhtunkhwa, Irrigation Department</p>

	Floor / Room number:	Office of the Project Director
	City:	Gohati, Swabi, Khyber Pakhtunkhwa
	ZIP code:	23430
	Country:	Islamic Republic of Pakistan
	Date:	02 November 2023
	Time:	1130 Hours
ITB 25.1	Electronic bid opening procedure shall be as follows: Not Applicable	
ITB 25.3	The Letter of Bid and Bill of Quantities shall be initialled by at least three (03) representatives of the Employer attending the Bid opening.	

E. Evaluation and Comparison of Bids

ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Pak Rupees (PKR)</p> <p>The source of the selling exchange rate shall be: State Bank of Pakistan</p> <p>The date for the selling exchange rate shall be: 28 days prior to the deadline for submission of bids.</p>
ITB 33.1	Domestic preference shall not apply.
ITB 34.1	The Employer does not intend for the contractor to execute any specific elements of the Works through nominated Subcontractors.
ITB 38.2	Qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialist Subcontractors permitted in ITB 38.2) shall not be permitted.
ITB 40.1	Standstill provisions shall not apply.

F. Award of Contracts

ITB 45.1	<p>The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7). The Bidder should submit its complaint following these procedures, in writing, to:</p> <p>Title or position: Secretary</p> <p>Client: Irrigation Department, Government of Khyber Pakhtunkhwa Address: Civil Secretariat, Peshawar</p> <p>Project: Emergency Flood Assistance Project (EFAP)</p>
-----------------	--

- Following Prequalification -

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35 to ITB 38, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Table of Criteria

1. Evaluation		3-2
1.1 Adequacy of Technical Proposal		3-2
1.2 Completion Time		3-2
3-2	1.3	Technical
		Alternatives
		3-2
Nonconformities and Omissions		3-2
Preference	3-2	1.4 Quantifiable
		1.5 Domestic
	1.6	Criteria
		3-3
Contracts		1.7 Multiple
		3-4
2. Qualification		3-5
2.1 Financial Resources		3-5
2.2 Updating of Information		3-6

1. Evaluation

In addition to the criteria listed in ITB 35.2 (a)–(f), other relevant factors are as follows:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to successfully implement the contract considering its proposed site organization, method statement, mobilization, and construction schedule (to be described by the Bidder in sufficient detail to demonstrate the adequacy of its work methods, scheduling, and material sourcing) including the extent to which they are presented in a consistent manner and comply with requirements stipulated in Section 6 (Employer's Requirements) without material deviation, reservation, or omission.

Noncompliance with equipment and personnel requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection, and such noncompliance will be subject to clarification during bid evaluation and rectification prior to contract award.

1.2 Completion Time

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

Not Applicable

1.3 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

Not Applicable

1.4 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 35.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

Pursuant to ITB 30.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

1.5 Domestic Preference

If domestic preference is provided for under ITB 33.1, the following procedure shall apply:

Not Applicable

1.6 Other Criteria

The Other Criteria is described as under:

1.6.1 Environmental, Health and Safety Management Plan (EHSMP)

Any bid not accompanied by the EHSMP may be rejected by the Employer as nonresponsive. If a Bidder submits a EHSMP that is not commensurate with the risks and impacts of the proposed works and activities in the bidding document, the Employer shall issue a request for clarification to request for further information from the Bidder. The Bidder must submit the requested information within **five (05)** days of receiving such a request. Failure to provide a satisfactory response to the request for further information within the prescribed period of receiving such a request may cause the rejection of the Bid.

1.6.2 Sustainable Procurement

Not Applicable.

1.6.3 Life Cycle costs (for Financial Evaluation)

Life cycle costing **shall not** apply.

1.8 Multiple Contracts

Works are grouped in multiple contracts and pursuant to ITB 35.4, the Employer shall evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least-cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a Bidder as defined in ITB 4.1 submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid:

- Average annual construction turnover,
- Financial resources,
- Equipment to be allocated, and
- Personnel to be fielded.

2. Qualification

2.1 Financial Resources

If the bid evaluation process and the decision for the award of the Contract takes more than 1 year from the date of bid submission, Bidders may be asked to resubmit their current contract commitments and latest

information on financial resources supported by latest audited accounts or audited financial statements, or if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, and the Bidders' financial capacity, will be reassessed on this basis.

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>For Single Entities</p> <p>The Bidder must demonstrate that its financial resources defined in FIN-3, less its financial obligations for its current contract commitments defined in FIN-4, meet or exceed the total requirement for the Subject Contract is PKR 331 million or US\$ equivalent</p>	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4
<p>For Joint Ventures</p> <p>(1) One partner must demonstrate that its financial resources defined in FIN-3, less its financial obligations for its own current contract commitments defined in FIN-4, meet or exceed its required share of 40% from the total requirement for the Subject Contract.</p> <p>AND</p>	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN – 4
<p>(2) Each partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN-4, meet or exceed its required share of 25% from the total requirement for the Subject Contract.</p> <p>AND</p>	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN – 4
<p>(3) The Joint Venture must demonstrate that the combined financial resources of all partners defined in FIN - 3, less all the partners' total financial obligations for the current contract commitments defined in FIN-4, meet or exceed the total requirement for the Subject Contract of PKR 105 million or US\$ equivalent</p>	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4

2.2 Updating of Information

The Bidder shall continue to meet the criteria used at the time of prequalification. Updating and reassessment of the following information which was previously considered during prequalification will be required:

- (a) Eligibility
- (b) Historical Contract Nonperformance
- (c) Financial Requirements
- (i) Historical Financial Performance
 - (ii) Average Annual Construction Turnover

The Bidder shall provide updated details for the above by using the relevant forms included in Section 4 (Bidding Forms).

Bidding Document for [\(EFAP/KPID/CW-13\)](#) Procurement of Works
Section 4: Bidding Forms 4-1

Section 4: Bidding Forms

- Following Prequalification -

Table of Forms

Letter of Bid	4-2
----------------------------	------------

Schedules				
4-6	Schedule	of	Payment	Currencies
.....			4-6 Tables	of Adjustment Data
.....			4-7	
Bid Security				
4-8		Bid-Securing		Declaration
.....			4-9	Affiliate Company
Guarantee			4-10	Bill of
Quantities				4-11
Financial Situation				
4-12	Form	FIN - 3:	Availability	of Financial Resources
.....			4-12 Form	FIN - 4: Financial Requirements for
	Current Contract Commitments	4-13 Form	FIN - 5: Self-Assessment Tool for
	Bidder's Compliance to Financial Resources	4-14	
Technical Proposal				4-16
Personnel				4-17
Form PER – 1: Proposed Personnel				4-17 Form
PER – 2: Resume of Proposed Personnel				4-18 Equipment
.....				4-19 Site
Organization				4-20 Method
Statement				4-20
Mobilization Schedule.....				4-20
Construction Schedule				4-20
Environmental, Health and Safety Management Plan				4-21
Environmental, Health and Safety Code of Conduct				
.....				4-22
Updating	of	Bidder's	Qualification	
.....				4-22 Form
Information Sheet				ELI - 1: Bidder's
Venture Information Sheet				4-23 Form
Historical Contract Nonperformance				ELI - 2: Joint
EHS Performance Declaration				4-24 Form
Historical Financial Performance				CON - 1:
Average Annual Construction Turnover				4-27 Form
				CON – 2:
				4-26 Form
				FIN - 1:
				4-28 Form
				FIN - 2:
				4-31

Bidding Document for (EFAP/KPID/CW-13) Procurement of Works
4-2 Section 4: Bidding Forms

Letter of Bid

Note

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

Date: OCB No.: Invitation for Bid

No.:

To:

**Project Director
Project Management Office (PMO),
Pehur High Level Canal Extension Project /
Emergency Flood Assistance Project
Gohati, Swabi**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to execute in conformity with the Bidding Documents the following Works:

Package-13: Repair and Rehabilitation of Flood Protection Structures, District Swat – Swat Irrigation Division-II:

- **Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River and its Tributaries in Tehsil Khwazakhela & Charbagh, District Swat** ➤
- **Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River and its Tributaries in Tehsil Matta, District Swat**

- (d) The total price of our Bid, excluding any discounts offered in item (d) below is:

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the Summary of Bill of Quantities should be entered by the Bidder inside this box. Absence of the total bid price in the Letter of Bid may result in the rejection of the bid.

- (e) The discounts offered and the methodology for their application are: *[insert discounts and methodology for their application if any]*
- (f) Our bid shall be valid for a period of *[insert bid validity period as specified in ITB 18.1 of the BDS]* days starts from the date fixed for the bid submission deadline in accordance with ITB 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.

Procurement of Works Bidding Document for **(EFAP/KPID/CW-13)**
Section 4: Bidding Forms 4-3

- (h) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (i) We, our directors, key officers, key personnel, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.

If there is any conflict of interest, please state details:

(i) Parties involved in the conflict of interest: _____

(ii) Details about the conflict of interest: _____

(j) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.

(k) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.¹

(l) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank.

If under ongoing investigation and/or sanction proceedings by the Asian Development Bank or any multilateral development bank, please state details:

(i) Name of the multilateral development bank: _____

(ii) Reason for the ongoing investigation/allegations: _____

(m) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to each Joint Venture partner, their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers):

(i) Name of Institution: _____

¹ These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

(ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [start and end date]: _____

(iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: _____

(n) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers, Suppliers, key officers, directors and key personnel have never been charged or convicted with any

criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

- (i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: _____
- (ii) Court, area of jurisdiction and/or the enforcement agency: _____ (iii)
- Resolution [*i.e. dismissed, settled, or convicted; duration of penalty*]: _____ (iv)
- Other relevant details [*please specify*]: _____

(o) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, can make and receive electronic fund transfer payments through the international banking system or otherwise discharge the Employer’s obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Employer’s obligation upon initiation of wire transfer, please state the details: (i)

- Nature of the restriction: _____
- (ii) Jurisdiction of the restriction: _____
- (iii) Other relevant details: _____

(p) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel are not from a country which is prohibited to export goods or services to, or receive any payments from the Employer’s country and/or are not prohibited to receive payments for particular goods or services by the Employer’s country 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.

(q) We understand that it is our obligation to notify the Employer of any changes in connection with the matters described in paragraphs (i), (k), (l), (m), (n), (o), (p) and (t) of this Letter of Bid.

(r) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].²

(s) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.

(t) We have paid, or intend to pay, either directly or indirectly, the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:³

Name of Recipient	Address	Reason	Amount

² Use one of the two options as appropriate.
³ If none has been paid or is to be paid, indicate “None”.

.....
.....

(u) We understand that this bid, together with your written acceptance thereof included in your notification of award through the issuance of Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(v) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

- (w) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (x) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (y) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (z) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.
- (aa) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time).

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Schedules

Schedule of Payment Currencies

Package-13: Repair and Rehabilitation of Flood Protection Structures, District Swat – Swat Irrigation Division-II:

- *Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River and its Tributaries in Tehsil Khwazakhela & Charbagh, District Swat*
- *Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River and its Tributaries in Tehsil Matta, District Swat*

A B C D

Name of Payment Currency Amount of Currency Rate of Exchange to Local Currency Equivalent C = A x B Percentage of Net Bid Price (NBP) **100xC** NBP

Local Currency **1.00**

Foreign Currency #1 Foreign Currency #2 Foreign Currency

#3

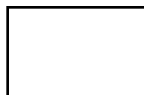
Net Bid Price

Provisional Sums Expressed in Local Currency

BID PRICE

1.00	

- Note -



The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the source specified in BDS 15.

Procurement of Works Bidding Document for **(EFAP/KPID/CW-13)**
Section 4: Bidding Forms 4-7

Tables of Adjustment Data

Table A - Local Currency Payment

Package-13: Repair and Rehabilitation of Flood Protection Structures, District Swat – Swat Irrigation Division-II:

- *Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River and its Tributaries in Tehsil Khwazakhela & Charbagh, District Swat*
- *Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River and its Tributaries in Tehsil Matta, District Swat*

S/No Description Unit *Base

Rate Weightages Source of Index
(District: Swat)

(i) Fixed Portion - **0.15** -

High Speed Diesel	Litres		k
Labour	Per Day		k(ii)

All types of Steel	Per Ton		To be proposed by bidder (Acceptance) 0.13 to
--------------------	---------	--	--

(iii)

(iv)

Monthly Statistical Bulletin, Pakistan Bureau of

(v) Cement Per Bag

Note:

To be proposed by the bidder
(Acceptable range 0.14 to 0.15)

[Sum of (ii), (iii), (iv) and (v) shall not exceed 0.85]

Bulletin, Pakistan Bureau of
 Statistics GOP

Total

1.000

1. Base prices of Specified Material shall be as of actually prevailing market on the base date notified by the Engineer with the approval of the Employer after the award of works. The Base Date means the date 28 days prior to the deadline for the bid submission.
2. The basic material prices are meant to be ex-factory prices and inclusive all kinds of taxes and duties that can be levied at source.
3. Adjustment of increase/ decrease shall only be admissible for the materials listed above.
4. All amounts shall be in Pakistani Rupees.
5. Value of work done for escalation purpose shall be value of permanent works (excluding bill for General items and Provisional sums)
6. The proposed weightages of bidders exceeding the upper limit shall not be permitted.
7. All amounts in Pak Rupees Only.

Table B - Foreign Currency Payment

Name of Currency:

[Insert name of currency. If the bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency such as #1, #2 and #3..]

Index Code	Index Description	Index Source of	Index Base Value and Date Bidder's Proposed	Weighting
Nonadjustable	—	a: <u>0.15</u>	e:	
b:			1.00	
c:				
d:				

E: Equipment M1: Material 1 M2: Material
2 ...etc...

To be entered by the range of
Bidder. (Employer weighing)
may prescribed the

- As per GCC 1.1.3.1, "Base submission of the bid. • For a published within the country to which the currency relates.
- Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.5.

Date" means the date 28 days prior to the latest date for given currency, the "Source of Index" should be issued or

Procurement of Works Bidding Document for [\(EFAP/KPID/CW-13\)](#)
Section 4: Bidding Forms 4-9

Bid Security Bank Guarantee

[Bank's name, and address of issuing branch or office]⁴

Beneficiary: [Name and address of the Employer]

Date:

..... **Bid**
Security No.:

We have been informed that [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [please specify] (hereinafter called "the Bid") for the execution of [name of contract] under Invitation for Bids No. [please specify] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] [amount in figures] upon receipt by us of your

first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB, or (iii) fails or refuses to furnish a domestic preference security, if required.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.⁵

[Authorized signature(s) and bank's seal (where appropriate)]

⁴ All italicized text is for use in preparing this form and shall be deleted from the final document.

⁵ Or the employer may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458 as appropriate.

Bidding Document for **(EFAP/KPID/CW-13)** Procurement of Works
4-10 Section 4: Bidding Forms

Bid-Securing Declaration

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

Bid No.: *[insert number of bidding process]*

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

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

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert number of years as indicated in ITB 19.2 of the BDS]* starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

(a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or

(b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB");

or

(c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required; or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB; or (iii) fail or refuse to furnish a domestic preference security, if required.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of *[insert complete name of the Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal *[where appropriate]*

Procurement of Works Bidding Document for [\(EFAP/KPID/CW-13\)](#)
Section 4: Bidding Forms 4-11

AFFILIATE COMPANY GUARANTEE

Name of Contract/Contract No.: _____

Name and

Address of

Employer:

[together with successors and assigns].

We have been informed that [name of Contractor] (hereinafter called the "Contractor") is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we [name of affiliated company] irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the Contract and any dispute under this guarantee shall be finally settled under the [Rules or Arbitration provided in the Contract]. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by:..... Signed by:
[signature] [signature]
[name] [name] [position in
parent/subsidiary company] [position in parent/subsidiary company]
Date:.....

-- Note --

If permitted in accordance with ITB 38.2 of the BDS, the Bidder shall provide the Affiliate Company Guarantee Form filled out and signed by each subsidiary, parent entity or affiliate that the Bidder submits for consideration of the Employer in determining its qualifications.

Bill of Quantities

B. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed as per specifications & drawings and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except as otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, as applicable in the Borrower's Country (modified from time to time) together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities. The units and rates in figures entered into the Bill of Quantities should be typewritten or if written by hand, must be in print form. Bill of Quantities not presented accordingly may be considered nonresponsive.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works such as Employer's requirement in Section 6 of the Bidding Documents including Engineer's Laboratory along with equipment and its running expense, survey equipment and their maintenance for entire project life, Environment Management Plan (EMP), Resettlement Plan etc.
6. General directions and descriptions of works and materials are not necessarily repeated not summarized in the Bill of Quantities. Reference to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer and the Employer in accordance with Conditions of Contract.
8. Note: The bid price is inclusive of all Environmental, Health and Safety management and compliance cost.

B. Work Items

1. Bill of Quantities (BOQs) are attached.
2. Bidders shall Price the Bill of Quantities in Pakistani Rupees Only.

Financial Situation

Form FIN – 3: Availability of Financial Resources

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital

supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Financial Resources

No.	Source of financing	Amount (PKR or \$ equivalent)
1	Working Capital (to be taken from FIN - 1)	
2	Credit Line ^a	
3	Other Financial Resources	
	Total Available Financial Resources	

^a To be substantiated by a letter from the bank issuing the line of credit (i) project specific; (ii) address to the Client; (iii) shall be issued within last 03 month; (iv) it should be confirmed by the concerned bank(s); (v) it should be unconditional; and (vi) it must be for the complete duration of the Project).

Form FIN – 4: Financial Requirement for Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Current Contract Commitments

No. Name of Contract	1 Employer's Contact (Address, Tel, Fax)	Contract Completion Date Outstanding Contract	Value (X) ^a Remaining	Contract Period in months (Y) ^b Monthly Financial	Resources Requirement (X / Y)
----------------------	--	---	--	---	-------------------------------------

- 2
- 3
- 4

Total Monthly Financial Requirements for Current Contract Commitments PKR or \$ equivalent

^a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (PKR or \$ equivalent based on the foreign exchange rate as of the same date).

^b Remaining contract period to be calculated from 28 days prior to bid submission deadline.

Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.1 of Section 3)

This form requires the same information submitted in Forms FIN - 3 and FIN - 4. All conditions of "Available Financial Resources Net of CCC ≥ Requirement for the Subject Contract" must be satisfied to qualify.

Form FIN - 5A: For Single Entities

For Single Entities: (A) _____

(Name of Bidder) Total Available Financial Resources from FIN – 3 (B) Total Monthly Financial

Requirement for CCC Current Contract Commitments (CCC) from FIN – 4 (C) Available Financial Resources Net of

Requirement for D = (B - C) Requirement for the Subject Contract (E)

Results: _____
Yes or No [D must be greater than or equal to E] (F)

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A) _____
One Partner: _____

Total Available Financial Resources from FIN – 3 (B) Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C) Available Financial Resources Net of CCC D = (B - C)

Requirement for the Subject Contract (E) Results:

Yes or No [D must be greater than or equal to E] (F)

_____ (Name of Partner)

Each Partner:

_____ (Name of Partner 1)

_____ (Name of Partner 2)

_____ (Name of Partner 3)

All partners combined

$\sum D$ = Sum of available financial resources net of current contract commitments for all partners $\sum D =$ _____

- Note -

--	--

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the Employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.1. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

Technical Proposal

Joint Venture Agreement (in case of JV) in accordance with ITB 11.2

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Environmental, Health and Safety Management Plan (EHSMP)

Environmental, Health and Safety Code of Conduct

Other Documents in accordance with ITB 11.1(h) of Section 2-Bid Data Sheet,

Form PER – 1: Proposed Personnel

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

-- Note --

All titles of positions will be as listed in Section 6 (Employer's Requirements).

Bidding Document for [\(EFAP/KPID/CW-13\)](#) Procurement of Works
4-18 Section 4: Bidding Forms

Form PER – 2: Resumé of Proposed Personnel

The Bidder shall provide all the information requested below. Use one form for each position.

Position		
Personnel information	Full Legal Name	Date of birth
	Known as	Place of Birth
	Nationality	Citizenship
	Type of Government ID	ID number
	Attach a copy of ID to this form	
Professional qualifications		
Present employment	Name of employer	

	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

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

From	To	Company/Project/Position/Relevant Technical and Management Experience

Procurement of Works Bidding Document for [\(EFAP/KPID/CW-13\)](#)

Section 4: Bidding Forms 4-19 **Equipment**

Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer’s Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

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 Bidder.

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

Joint Venture Agreement in accordance with ITB 11.2:

The Joint Venture Agreement or a Letter of Intent to execute a Joint Venture Agreement in the event of the successful Bid, shall include the following:

- (a) All partners shall be jointly and severally liable;
- (b) The lead partner shall be clearly identified and nominated;
- (c) The financial share of each partner shall be clearly stated;
- (d) Corresponding to the financial share of each partner, the roles and responsibilities of each partner shall also be specified in conformance with requirement of Works stated in the Method Statement; and
- (e) Any other requirements as per the applicable law.

In case a letter of intent to execute the Joint Venture Agreement is submitted by the Bidder at the time of submission of the Bid, the Bidder shall be bound to submit a duly executed Joint Venture Agreement to the Employer immediately after the issuance of Letter of Acceptance but not later than 28 days after the issuance of the same. Such Joint Venture Agreement, thus submitted by the successful Bidder must contained the information postulated above. Failure to comply with this condition may lead to the rejection of Bid and

forfeiture of Bid Security and/or Bid Securing Declaration, as the case may be.

Site Organization

[Note: *Evaluation of the Bidder's Site Organization will include an assessment of the Bidder's capacity to mobilize key personnel for the Contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).]*

Method Statement

The bidder **shall** provide detailed Method Statement of executing the project. The bidder shall also indicate the machinery to be used and key personnel showing their responsibilities.

In case of a JV, the Method Statement **shall** include clear delineation of activities / roles to be performed by each JV partner consistent with the indicated JV share in the JV Agreement.

Mobilization Schedule

The Mobilization Schedule should reflect the no-objection request and approval step for Site-Specific Environmental, Health and Safety Management Plan as per Contract Conditions.

Bidder shall provide mobilization Schedule conforming with the requirement of condition of contract Clause 14.2.

Construction Schedule

[Note: *Evaluation of the Bidder's Construction Schedule will include an assessment of the Bidder's technical capacity to mobilize equipment for the Contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Work's Requirements).]*

Procurement of Works Bidding Document for [\(EFAP/KPID/CW-13\)](#)

Section 4: Bidding Forms 4-21

Bidders must provide their Construction Schedule on primavera / MS project or equivalent by allocating the equipment and other resources, critical activities must be identified.]

Environmental, Health and Safety Management Plan (EHSMP)⁶

The Bidder shall submit an outline Environmental, Health and Safety Management Plan (EHSMP) commensurate with the risks and impacts of the proposed works and activities. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the EHS provisions of the contract and EHS risks including those as may be more fully described in Section 6 (Employers' Requirements).

⁶ For projects categorized as Category C for environment for which no EMP has been prepared, this subsection should be omitted.

Bidding Document for [\(EFAP/KPID/CW-13\)](#) Procurement of Works
4-22 Section 4: Bidding Forms

Environmental, Health and Safety Code of Conduct

Environmental, Health and Safety Code of Conduct for Contractor's Personnel Form

Note to Bidder

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

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

ENVIRONMENTAL, HEALTH AND SAFETY CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for

[enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental, health and safety risks related to the Works.

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

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

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

REQUIRED CONDUCT

Contractor’s Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this EHS Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s Personnel and any other person;
3. maintain a safe working environment including by:
 - (a) ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
 - (b) wearing required personal protective equipment;
 - (c) using appropriate measures relating to chemical, physical and biological substances and agents; and
 - (d) following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;

Procurement of Works Bidding Document for [\(EFAP/KPID/CW-13\)](#)
Section 4: Bidding Forms 4-23

6. report violations of this EHS Code of Conduct; and
7. not retaliate against any person who reports violations of this EHS Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor’s Personnel or the project’s Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this EHS Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done by call [] to reach the Contractor’s hotline (*if any*) and leave a message.

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

CONSEQUENCES OF VIOLATING THE ENVIRONMENTAL, HEALTH AND SAFETY CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

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

Signature: _____

Date: (*day month year*): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (*day month year*): _____

Bidding Document for **(EFAP/KPID/CW-13)** Procurement of Works
4-24 Section 4: Bidding Forms

Updating of Bidder's Qualification

The Bidder shall update the information given during the corresponding prequalification exercise to demonstrate that he continues to meet the criteria used at the time of prequalification regarding

- (a) Eligibility
- (b) Historical Contract Nonperformance
- (c) Financial Situation
 - (i) Historical Financial Performance
 - (ii) Average Annual Construction Turnover

For this purpose, the Bidder shall use the relevant forms included in this Section.

Form ELI - 1: Bidder's Information Sheet

		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		

	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative (name, address, telephone number(s), fax number(s), e-mail address)			
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> 1) In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. 2) Authorization to represent the firm or Joint Venture named above, in accordance with ITB 20.2. 3) In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1. 4) In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5. 			

Bidding Document for [\(EFAP/KPID/CW-13\)](#) Procurement of Works
4-26 Section 4: Bidding Forms

Form ELI - 2: Joint Venture Information Sheet

Each partner of the Joint Venture and Specialist Subcontractor must fill out this form separately.

Joint Venture / Specialist Subcontractor Information			
Bidder's legal name			
		Information of Joint Venture Partner or Specialist Subcontractor	If any Joint Venture Partner or Specialist Subcontractor is a subsidiary or branch, information of any parent company/companies
Names	Full Legal name(s)		

	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address (es)		
	Postal address (es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/ registration			
Year of constitution/incorporation/ registration			
Corporate or registration number			
Joint Venture Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)			
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> 1) Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. 2) Authorization to represent the firm named above, in accordance with ITB 20.2. 3) In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. 			

Form CON - 1: Historical Contract Nonperformance

Each Bidder must fill out this form in accordance with Criterion 2.2(b) of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner:

Table 1: History of Nonperforming Contracts
--

Choose one of the following:

No nonperforming contracts.

Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture partner if Bidder is a Joint Venture).

Year	Description	Amount of Nonperformed Portion of Contract (\$ equivalent)	Total Contract Amount (\$ 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 nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]

Table 2: Pending Litigation and Arbitration

Choose one of the following:

No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.

Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).

Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth
[insert year]	Contract Identification, as applicable: [indicate complete contract name/ number, and any other identification] Name of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert full name] Address of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert street/city/country] Matter of Dispute: [indicate full description of dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status: [indicate status of dispute]	[insert amount]	[insert amount]

Note

Table 2 of this form shall only be included if Criterion 2.2(b) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form CON – 2: EHS Performance Declaration

Each Bidder must fill out this form in accordance with Criterion 2.2.4 of Section 3 (Evaluation and Qualification Criteria).

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

In case of a Specialist Subcontractors, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name:

Specialist Subcontractor: _____

<p><input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Health and Safety performance since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5.</p> <p><input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Health and Safety performance since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5. Details are described below:</p> <p><input type="checkbox"/> Declaration of request for replacement of Key Environment, Health and Safety Personnel: The following contract(s) has/have experienced a request by the Employer to replace Environmental, Health and Safety Personnel for reasons related to Environmental or Health and Safety performance since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5. Details are described below:</p> <p><input type="checkbox"/> Declaration of past fatality resulted from EHS issues on site: The following contract(s) has/have experienced a fatality resulted from EHS issues on site since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5. Details are described below:</p>			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]</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>	<i>[insert amount]</i>

		Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate</i>	
--	--	---	--

		<i>main reason(s)</i>	
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to EHS performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]</i>		<i>[insert amount]</i>
Key EHS personnel replacement requested by the Employer for reasons related to EHS performance			
Year	Contract Identification and Reasons		Personnel replacement action and results
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for requesting for replacement: <i>[indicate main reason(s)]</i>		<i>[insert description]</i>
Fatality due to EHS issues on Site			
Year	Contract Identification		Follow-on actions taken by the contractor
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Description of fatality event: Causation:		<i>[insert description]</i>

4-30 Section 4: Bidding Forms **Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Financial Data for Previous _____ Years [PKR or \$ Equivalent]		
Year 1:	Year 2:	Year __:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA – TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN - 3.
------------------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes and income statements) for the last ____ years, as indicated above, complying with the following conditions:
- 1) Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - 2) Historical financial statements must be audited by a certified accountant.
 - 3) Historical financial statements must be complete, including all notes to the financial statements.
 - 4) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Procurement of Works Bidding Document for [\(EFAP/KPID/CW-13\)](#)
Section 4: Bidding Forms 4-31

Form FIN - 2: Average Annual Construction Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual Turnover Data for the Last _____ Years (Construction only)
--

Year	Amount Currency	Exchange Rate	PKR or \$ Equivalent

Average Annual Construction Turnover

Bidding Document for **(EFAP/KPID/CW-13)** Procurement of Works
Section 5: Eligible Countries 5-1

Section 5: Eligible Countries

This section contains the list of eligible countries.

1. Afghanistan 35. Micronesia, Federated States of 2. Armenia 36. Mongolia
3. Australia 37. Myanmar
4. Austria 38. Nauru
5. Azerbaijan 39. Nepal
6. Bangladesh 40. The Netherlands 7. Belgium 41. New Zealand
8. Bhutan 42. Norway
9. Brunei Darussalam 43. Pakistan
10. Cambodia 44. Palau
11. Canada 45. Papua New Guinea 12. China, People's Republic of 46. Philippines

- 13. Cook Islands 47. Portugal
- 14. Denmark 48. Samoa
- 15. Fiji 49. Singapore
- 16. Finland 50. Solomon Islands 17. France 51. Spain
- 18. Georgia 52. Sri Lanka
- 19. Germany 53. Sweden
- 20. Hong Kong, China 54. Switzerland
- 21. India 55. Tajikistan
- 22. Indonesia 56. Taipei, China 23. Ireland 57. Thailand
- 24. Italy 58. Timor-Leste
- 25. Japan 59. Tonga
- 26. Kazakhstan 60. Turkey
- 27. Kiribati 61. Turkmenistan 28. Korea, Republic of 62. Tuvalu
- 29. Kyrgyz Republic 63. United Kingdom 30. Lao People's Democratic Republic 64. United States 31. Luxembourg 65. Uzbekistan
- 32. Malaysia 66. Vanuatu
- 33. Maldives 67. Viet Nam
- 34. Marshall Islands 68. Niue

Section 6: Employer's Requirements

This Section contains the Specifications, Drawings, Supplementary Information that describe the Works to be procured, Personnel Requirements, and Equipment Requirements.

Table of Contents

Specifications	
6-2 Environmental, Health and Safety Management Requirement	
..... 6-3 Drawings	
.....	6-4
Supplementary Information Regarding Works to Be Procured	6-5
Personnel Requirements	
6-6 Equipment Requirements	
..... 6-7 Bill of Quantities	

Bidding Document for **(EFAP/KPID/CW-13)** Procurement of Works
6-2 Section 6: Employer's Requirements

Specifications

(a) Specifications 2nd Biannual Market Rate System (MRS) 2022, Finance Department, Government of the
Khyber
Pakhtunkhwa, Swat District

Section 6: Employer's Requirements 6-3

Procurement of Works Bidding Document for [\(EFAP/KPID/CW-13\)](#)

Part A: Specifications

Bidding Document for [\(EFAP/KPID/CW-13\)](#) Procurement of Works

6-4 Section 6: Employer's Requirements

Environmental, Health and Safety Management Requirement

Procurement of Works Bidding Document for [\(EFAP/KPID/CW-13\)](#)
Section 6: Employer's Requirements 6-5

Drawings Volume- II

Bidding Document for **(EFAP/KPID/CW-13)** Procurement of Works
6-6 Section 6: Employer's Requirements

Supplementary Information Regarding Works to Be Procured

Asian Development Bank (ADB) in collaboration with the Federal and Provincial Governments is funding the Rehabilitation and construction program of Emergency Flood Assistance Project.

The Khyber Pakhtunkhwa Irrigation output is strengthened, of Repair, Rehabilitation and Reconstruction of Irrigation Structure, Drainage System and Flood Protection Works Spreads in Province of Khyber Pakhtunkhwa

The package interventions lie in the District of Swat of Khyber Pakhtunkhwa Province.

Standard Operation Procedures (SOPs) issued by Government of Pakistan from time to time, local regulations and guidance specific to COVID-19 prevention and controls, and worksite safety measures requirements that are deemed applicable to the contract, as well as the applicable international good practices on Health and Safety for the contract.

Site Specific Health and Safety Management Plan (SSHSMP)

Standard Operating Procedures (SOPs): *All Standard Operating Procedures (SOPs) issued by the Government of Pakistan from time to time on COVID-19 prevention and controls, as well as workplace safety requirements, with international good practice guidelines [World Health Organization, Considerations for public health and social measures in the workplace in the context of COVID-19. Geneva. Available here: <https://www.who.int/publications-detail/considerations-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19>] and SOPs (<http://covid.gov.pk/>) will be applicable.*

Procurement of Works Bidding Document for **(EFAP/KPID/CW-13)**
Section 6: Employer's Requirements 6-7

Personnel Requirements

Using Form PER - 1 and PER - 2 in Section 4 (Bidding Forms), the Bidder must demonstrate that it has personnel who meet the following requirements:

Qualification	1 Project Manager	BE (Civil Engineering) or equivalent
No. Position Minimum		

Total Work Experience (years) Experience in Similar Work (years)

		Professional qualification. 15 10
Deputy Project Engineer/Planning Engineer	BE (Civil Engineering) or equivalent Professional qualification	10
Site Engineers (05 Numbers)	BE (Civil Engineering) or equivalent Professional qualification.	06
Qualified / Experienced Surveyor	Diploma with surveying qualification or equivalent Professional qualification	07

2 05 3 04 4 05

5 Qualified Environment Specialist Professional qualification 07 05
M.Sc. (Environment.) or equivalent

Note- All Engineers whether foreign or local must be registered with Pakistan Engineering Council (PEC). Copy of Registration Certificate shall be required to be submitted to employer prior to starting any activity at site.

Using Form EXP-6 (PER-2) in Section 4 (Bidding Forms), the Bidder must demonstrate that it has EHS personnel who meet the following requirements:

Key Personnel as determined by the EMP and other safeguard management plans

Item No. Position/	Specialization Relevant academic	qualifications Minimum years	relevant work of experience	Minimum time on-site (%FTE)
1 Qualified Health and Safety Expert	M.Sc. (Public Health Engineering) or equivalent Professional qualification	05		
2 Gender Specialist	Master's degree in relevant field	05		