

Section 4: Bidding Forms

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Letter of Technical Bid

Date: **xx August 2024**

OCB No.: **KPRRDP/OCB/CW-02**

Invitation for Bid No.: **KPRRDP/OCB/CW-02**

To

The Project Director

Project Implementation Unit

Khyber Pakhtunkhwa Rural Roads Development Project

Communication and Works Department

Government of Khyber Pakhtunkhwa

Peshawar

Address: House No. 24, C/3 Circular Road, University Town Peshawar Khyber Pakhtunkhwa Pakistan, ☎ +92-91-9216459, E-mail: pdprp.pkha@gmail.com

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:

KPRRDP/OCB/CW-02: PACKAGE-2: REHABILITATION AND IMPROVEMENT OF FLOOD AFFECTED ROADS IN DISTRICT DI KHAN [03-LOTS]

- ☐ **Lot-1:** Rehabilitation and Improvement of Flood Affected Roads [07-Roads of 55.0 Km Length], District DI Khan
- ☐ **Lot-2:** Rehabilitation and Improvement of Flood Affected Roads [03-Roads of 46.20 Km Length], District DI Khan
- ☐ **Lot-3:** Rehabilitation and Improvement of Flood Affected Roads [02-Roads of 17.30 Km Length], District DI Khan

[Select the Lot(s) for which you apply and delete the other]

- (d) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **one hundred and twenty (120)** 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.
- (e) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (f) 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: _____

- (g) 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.
- (h) 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
- (i) 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: _____
- (j) 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: _____
- (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: _____
- (k) 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

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.

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*]: _____

- (l) 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: _____

- (m) 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.
- (n) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract.²

Name of Recipient	Address	Reason	Amount

- (o) We understand that it is our obligation to notify the Employer of any changes in connection with the matters described in paragraphs (f), (h), (i), (j), (k), (l), (m) and (n) of this Letter of Technical Bid.
- (p) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5]³
- (q) 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.
- (r) 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

² If none has been paid or is to be paid, indicate "None".

³ Use one of the two options as appropriate.

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.

- (s) 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.
- (t) 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.
- (u) 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.
- (v) 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 *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

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

Duly authorized to sign the Bid for and on behalf of

Date *[insert date of signing]*

Letter of Price Bid

Date: **xx August 2024**

OCB No.: **KPRRDP/OCB/CW-02**

Invitation for Bid No.: **KPRRDP/OCB/CW-02**

To

The Project Director

Project Implementation Unit

Khyber Pakhtunkhwa Rural Roads Development Project

Communication and Works Department

Government of Khyber Pakhtunkhwa

Peshawar

Address: House No. 24, C/3 Circular Road, University Town Peshawar Khyber Pakhtunkhwa Pakistan, ☐ +92-91-9216459, E-mail: pdprp.pkha@gmail.com

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:

KPRRDP/OCB/CW-02: PACKAGE-2: REHABILITATION AND IMPROVEMENT OF FLOOD AFFECTED ROADS IN DISTRICT DI KHAN [03-LOTS]

- ☐ **Lot-1:** Rehabilitation and Improvement of Flood Affected Roads [07-Roads of 55.0 Km Length], District DI Khan
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- ☐ **Lot-3:** Rehabilitation and Improvement of Flood Affected Roads [02-Roads of 17.30 Km Length], District DI Khan

[Select the Lot(s) for which you apply and delete the others]

- (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 for admeasurement contracts or Activity Schedule for lump sum contracts should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.

- (e) The discounts offered and the methodology for their application are as follows: *[insert discounts and methodology for their application if any]*
- (f) Our Bid shall be valid for a period of **one hundred and twenty (120)** 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.
- (h) 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.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.
- (n) 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 *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

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

Duly authorized to sign the Bid for and on behalf of

Date *[insert date of signing]*

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, this 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 Technical Bid and Letter of Price 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 the 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; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy 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 Revisions, 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.

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 the number of months or years 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 Technical Bid and Letter of Price Bid; or
- (b) do not accept the correction of errors in accordance with the Instruction 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, (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB, or (iii) fail or refuse to furnish the 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 _____, _____

Corporate Seal *[where appropriate]*

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:..... <div style="text-align: right;">[signature]</div> <div style="text-align: right;">[name]</div> <div style="text-align: right;">[position in parent/subsidiary company]</div>	Signed by: <div style="text-align: right;">[signature]</div> <div style="text-align: right;">[name]</div> <div style="text-align: right;">[position in parent/subsidiary company]</div>
---	--

Date:.....

If permitted in accordance with ITB 32.2 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.


Technical Proposal

Personnel

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
etc.	Title of position
	Name

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

Form PER – 2: Resume 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

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	

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 bidder shall provide graphical (Bar Chart) presentation of its mobilization schedule, harmonized with the Construction Schedule to complete the Works in the stipulated time under the contract (refer Part A- Contract Data under Section-8, Particular Conditions of Contracts). 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.

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

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 (Employer's Requirements).]*

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)

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 (Employer's Requirements).

Environmental, Health and Safety Code of Conduct**Other Documents in accordance with ITB 11.2(g) of Section 2-Bid Data Sheet**

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;

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*]: _____

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the following information requested in the corresponding Information Sheets.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information				
			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)			
	Attached are copies of the following documents. <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. 			

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)			
Attached are copies of the following documents. <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 Criteria 2.2.1 and 2.2.3 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: <input type="checkbox"/> No nonperforming contracts. <input type="checkbox"/> 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: <input type="checkbox"/> No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder. <input type="checkbox"/> 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]

Table 2 of this form shall only be included if Criterion 2.2.3 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: _____

- ☐ **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.
- ☐ **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:
- ☐ **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:
- ☐ **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:

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
[insert year]	[insert amount and percentage]	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 suspension or termination: [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	[insert amount]

		<i>adhered to approved construction methodology and quality control plan]</i>	
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to 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>		<i>[insert description]</i>

	Address of Employer: <i>[insert street/city/country]</i> Description of fatality event: Causation:	
--	--	--

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 Three (03) Years PKR or US\$ 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 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).

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: _____

Year	Amount Currency	Exchange Rate	PKR or US\$ Equivalent
Average Annual Construction Turnover			

Form FIN – 3: Availability of Financial Resources

Bidder 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 US\$ equivalent)
1	Working Capital (to be taken from FIN - 1)	
2	Credit Line ⁶	
3	Other Financial Resources	
Total Available Financial Resources		

⁶ To be substantiated by a letter from the bank issuing the line of credit. (i) address to the Client; (ii) shall be issued within last 02 month; (iv) it should be unconditional; and (v) credit line must be valid and available (specifying the remaining balance of the credit) to the bidder for the complete Time for Completion of the Project).

Form FIN- 4: Financial Resources Requirement

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: _____

N o	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstandin g Contract Value (X) ⁷	Remainin g Contract Period in months (Y) ⁸	Monthly Financial Resources Requirement (X / Y)
1						
2						
3						
4						
Total Monthly Financial Requirements for Current Contract Commitments						PKR or US\$ Equivalent

⁷ Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (PKR or US\$ equivalent based on the foreign exchange rate as of the same date).

⁸ 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 2.3.3 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 \geq Requirement for the Subject Contract" must be satisfied to qualify.

Form FIN - 5A: For Single Entities

For Single Entities: (A)					
_____ (Name of Bidder)				

Form FIN - 5B: For Joint Ventures

One Partner:					
_____ (Name of Partner)				
Each Partner:					
_____ (Name of Partner 1)				
_____				

(Name of Partner 2)					
_____ (Name of Partner 3)				
All partners combined	ΣD = Sum of available financial resources net of current contract commitments for all partners		ΣD = _____	

- 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 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

Form EXP – 1: Contracts of Similar Size and Nature

Fill up one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement or Certificate of Completion of the Works.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the Borrower's Central bank on the date of the contract.

Contract of Similar Size and Nature			
Contract No of	Contract Identification		
Award Date		Completion Date	
Total Contract Amount	PKR or US\$ Equivalent		
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's name Address Telephone number Fax number E-mail			
The similarity of the Bidder's participation shall be based on: 1. the physical size 2. nature of works 3. complexity, methods 4. technology or 5. other characteristics			

Form EXP - 2: Construction Experience in Key Activities

Fill up one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement or Certificate of Completion of the Works.

Each Bidder must fill out this form.

If complied by Specialist Subcontractor, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name:

Specialist Subcontractor: _____

Contract with Similar Key Activities			
Contract No of	Contract Identification		
Award Date		Completion Date	
Total Contract Amount	PKR or US\$ Equivalent		
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's name Address Telephone number Fax number E-mail			
Construction experience is required in the following key activities:			

Form EXP – 3: Specific Experience in Managing Environmental, Health and Safety Aspects

Fill out one form per contract.

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: _____

1. Key Requirement No. 1 in accordance with Criterion 2.4.3 of Section 3: _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor 1	Member in Joint Venture 1	Management Contractor 1	Subcontractor 1
Total Contract Amount			PKR or US\$ Equivalent...	
Details of relevant experience				

2. Key Requirement no 2 in accordance with Criterion 2.4.3 of Section 3: _____

3. Key Requirement no 3 in accordance with Criterion 2.4.3 of Section 3: _____

Form EXP – 4: Environmental, Health and Safety Certification

Please provide the following information:

Availability of the following valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite:

[Select the required certifications from below⁹]

- Quality management certificate ISO 9001
- Environmental management certificate ISO 14001
- Health and Safety management certificate ISO 45001

Form EXP – 5: Environmental, Health and Safety Documentation

Please provide the following information:

Availability of in-house policies and procedures acceptable to the Employer for EHS management:

1. Existence of an Ethics Charter.
2. Existence of a system for monitoring compliance with EHS commitments for the Bidder's Subcontractors and all its partners.
3. Existence of official company procedures for the management of the following relevant points:

[Select 3-5 that apply for the worksite from below options- as per Section 2]

- EHS resources and facilities and EHS monitoring system.
- Project Areas management information (base camps, quarries, burrow pits, storage areas).
- Health and Safety on worksites policy and related guidance.
- Local recruitment and EHS trainings of local staff/subcontractors/local partners.
- Community stakeholder engagement practice.
- Traffic management practice.
- Hazardous products management practice.
- Waste management practice.
- Protection of water resources.
- Biodiversity protection practices.
- Site rehabilitation and revegetation practice.
- Local cultural heritage protection practice.
- Erosion and sedimentation practices.
- Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19 etc)

⁹ Depending on the environmental, health and safety issues of the worksite and the type of competition planned (national or international), the list of required certifications may be restricted to those corresponding to the main issue of the worksite management or removed altogether.

Form EXP – 6: Environmental, Health and Safety Dedicated Personnel

Please provide CV {Form PER-2} of the in-house personnel of the main contractor/Joint Venture partners for the EHS positions specified in Section 6 (Employer's Requirements):

- Environmental Specialist
- Health and Safety Specialist

Schedules

Schedule of Payment Currencies

For:

KPRRDP/OCB/CW-02: PACKAGE-2: REHABILITATION AND IMPROVEMENT OF FLOOD AFFECTED ROADS IN DISTRICT DI KHAN [03-LOTS]

- ☐ **Lot-1: Rehabilitation and Improvement of Flood Affected Roads [07-Roads of 55.0 Km Length], District DI Khan**

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Employer should prepare separate tables for each Section of the Works.

	1.00		
			100.00
To be entered by the Employer	1.00	To be entered by the Employer	

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.

The bidder is required to substantiate and rationalize the justification of the Foreign Currency Component.

- *The Foreign Currency Component shall be payable on actual expenditures by the Contractor and in accordance with BDS 15.*
- *Actual expenditures and receipts on the name of the Contractor shall include but not limited to:*
 - a) *For Equipment and Spare Parts: Lading / L. C. Papers, sale-purchase documents. Evidence of mobilization of equipment at project site etc.*
 - b) *For Staff: The master payroll, evidence of presence of staff at project site. Payment / withdrawal of salary i.e. cross-check-bank account details*

Schedule of Payment Currencies

For:

KPRRDP/OCB/CW-02: PACKAGE-2: REHABILITATION AND IMPROVEMENT OF FLOOD AFFECTED ROADS IN DISTRICT DI KHAN [03-LOTS]

- **Lot-2: Rehabilitation and Improvement of Flood Affected Roads [03-Roads of 46.20 Km Length], District DI Khan**

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Employer should prepare separate tables for each Section of the Works.

	1.00		
			100.00
To be entered by the Employer	1.00	To be entered by the Employer	

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.

The bidder is required to substantiate and rationalize the justification of the Foreign Currency Component.

- *The Foreign Currency Component shall be payable on actual expenditures by the Contractor and in accordance with BDS 15.*
- *Actual expenditures and receipts on the name of the Contractor shall include but not limited to:*
 - c) *For Equipment and Spare Parts: Lading / L. C. Papers, sale-purchase documents. Evidence of mobilization of equipment at project site etc.*
 - d) *For Staff: The master payroll, evidence of presence of staff at project site. Payment / withdrawal of salary i.e. cross-check-bank account details*

Schedule of Payment Currencies

For:

KPRRDP/OCB/CW-03: PACKAGE-2: REHABILITATION AND IMPROVEMENT OF FLOOD AFFECTED ROADS IN DISTRICT DI KHAN [03-LOTS]

- ☐ **Lot-3: Rehabilitation and Improvement of Flood Affected Roads [02-Roads of 17.30 Km Length], District DI Khan**

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Employer should prepare separate tables for each Section of the Works.

	1.00		
			100.00
To be entered by the Employer	1.00	To be entered by the Employer	

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.

Tables of Adjustment Data

Table A - Local Currency

KPRRDP/OCB/CW-02: PACKAGE-2: REHABILITATION AND IMPROVEMENT OF FLOOD AFFECTED ROADS IN DISTRICT DI KHAN [03-LOTS]

- ***Lot-1: Rehabilitation and Improvement of Flood Affected Roads [07-Roads of 55.0 Km Length], District DI Khan***

S/No	Description	Unit	Weightages	Applicable Index
1	2	3	4	5
(a)	Fixed Portion	-	0.41	-
(b)	High Speed Diesel [for all types of fuel]	Liter	0.15	Monthly Statistical Bulletin, Pakistan Bureau of Statistics / Pakistan State Oil
(c)	Labour Unskilled [for all types of labour]	Day (Per Day)	0.10	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP (District: DI Khan)
(d)	Cement (Ordinary Portland Cement) [for all types of Cement]	Metric Ton	0.21	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP (District: DI Khan)
(e)	Iron Bar (M.S. Bar) 1/2" [for all types of Steel elements]	Metric Ton	0.06	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP (District: DI Khan)
(f)	Asphalt Cement in Bulk Penetration Grade 60/70 (in bulk)	Metric Ton	0.07	National Refinery, Karachi.
	Total		1.00	

Note:

1. Base prices of Specified Material shall be as of actually prevailing market on the base date notified by the Project Manager 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. If weightages proposed by the bidder exceed the limit/acceptable range specified above, it shall not be a cause of bid rejection; however, the coefficients will be finalized before contract award after justification by bidder.
7. All amounts in Pak Rupees Only.

Tables of Adjustment Data

Table A - Local Currency

KPRRDP/OCB/CW-02: PACKAGE-2: REHABILITATION AND IMPROVEMENT OF FLOOD AFFECTED ROADS IN DISTRICT DI KHAN [03-LOTS]

- ***Lot-2: Rehabilitation and Improvement of Flood Affected Roads [03-Roads of 46.20 Km Length], District DI Khan***

S/No	Description	Unit	Weightages	Applicable Index
1	2	3	4	5
(a)	Fixed Portion	-	0.42	-
(b)	High Speed Diesel [for all types of fuel]	Liter	0.15	Monthly Statistical Bulletin, Pakistan Bureau of Statistics / Pakistan State Oil
(c)	Labour Unskilled [for all types of labour]	Day (Per Day)	0.10	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP (District: DI Khan)
(d)	Cement (Ordinary Portland Cement) [for all types of Cement]	Metric Ton	0.18	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP (District: DI Khan)
(e)	Iron Bar (M.S. Bar) 1/2" [for all types of Steel elements]	Metric Ton	0.08	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP (District: DI Khan)
(f)	Asphalt Cement in Bulk Penetration Grade 60/70 or 80/100 (in bulk)	Metric Ton	0.07	National Refinery, Karachi.
	Total		1.00	

Note:

1. Base prices of Specified Material shall be as of actually prevailing market on the base date notified by the Project Manager 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. If weightages proposed by the bidder exceed the limit/acceptable range specified above, it shall not be a cause of bid rejection; however, the coefficients will be finalized before contract award after justification by bidder.
7. All amounts in Pak Rupees Only.

Tables of Adjustment Data

Table A - Local Currency

KPRRDP/OCB/CW-02: PACKAGE-2: REHABILITATION AND IMPROVEMENT OF FLOOD AFFECTED ROADS IN DISTRICT DI KHAN [03-LOTS]

□ ***Lot-3: Rehabilitation and Improvement of Flood Affected Roads [02-Roads of 17.30 Km Length], District DI Khan***

S/No	Description	Unit	Weightages	Applicable Index
1	2	3	4	5
(a)	Fixed Portion	-	0.38	-
(b)	High Speed Diesel [for all types of fuel]	Liter	0.15	Monthly Statistical Bulletin, Pakistan Bureau of Statistics / Pakistan State Oil
(c)	Labour Unskilled [for all types of labour]	Day (Per Day)	0.10	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP (District: DI Khan)
(d)	Cement (Ordinary Portland Cement) [for all types of Cement]	Metric Ton	0.16	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP (District: DI Khan)
(e)	Iron Bar (M.S. Bar) 1/2" [for all types of Steel elements]	Metric Ton	0.16	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP (District: DI Khan)
(f)	Asphalt Cement in Bulk Penetration Grade 60/70 or 80/100 (in bulk)	Metric Ton	0.05	National Refinery, Karachi.
	Total		1.00	

Note:

8. Base prices of Specified Material shall be as of actually prevailing market on the base date notified by the Project Manager 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.
9. 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.
10. Adjustment of increase/ decrease shall only be admissible for the materials listed above.
11. All amounts shall be in Pakistani Rupees.
12. Value of work done for escalation purpose shall be value of permanent works (excluding bill for General items and Provisional sums)
13. The proposed weightages of bidders exceeding the upper limit shall not be permitted. If weightages proposed by the bidder exceed the limit/acceptable range specified above, it shall not be a cause of bid rejection; however, the coefficients will be finalized before contract award after justification by bidder.
14. 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.]

To be entered by the Bidder				
Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Proposed Weighting (coefficient)
L: Labor	Nonadjustable	—	—	a: _____
E: Equipment				b: _____
M1: Material 1				c: _____
M2: Material 2				d: _____
...etc...				e: _____
				1.00

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

- "Base Date" means the date 28 days prior to the deadline for submission of bids.
- For a given currency, the "Source of Index" should be issued or 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.

Bill of Quantities

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical 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 ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract include all construction equipment, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties; 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 has failed to enter a rate or price shall be deemed 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; and written by hand, must be in print form. A 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 Work.
6. General directions and descriptions of works and materials are not necessarily repeated or summarized in the Bill of Quantities. References 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 if included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with the Conditions of Contract.
8. The "Ref Specs" mentioned in the Bill of Quantities indicates the Technical Specifications section number(s) which are to be followed during execution of item of work in accordance with the applicable drawings.
9. Unless otherwise stated in the text of the priced Bill of Quantities, the quantities have to be measured and paid in accordance with the Measurement and Payment Clauses given in the relevant Technical Specifications or in accordance with implied meaning of the

specifications. Any special method of measurement stated in the text of priced Bill of Quantities is limited to the concerned items only.

10. All rates and amounts are in Pakistani Rupees. For the purpose of clarity, it is elaborated regarding serial no. 03 of Preamble to this Bill of Quantities, the Contractor is expected to consider all applicable, provincial and federal, direct and indirect taxes, in accordance with the relevant laws of Pakistan, in their rates against each item of the Bill of Quantities for example: Provincial Sales Tax, General Sales Tax (GST), Duties, Levies etc.
11. Note: The bid price is inclusive of all Environmental, Health and Safety management and compliance cost.
12. Arithmetic errors will be corrected by the Employer as follows:
 - 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 decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
 - 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.
13. Rock is defined as all materials that, in the opinion of the Project Manager, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake horsepower with a single, rear-mounted, heavy-duty ripper.
14. A specific Provisional Sum for the work of the Adjudicator shall be used to cover the Employer's share (50%) of the Adjudicator fees and expenses, in accordance with Clause 29 [Appointment of the Adjudicator]. Notwithstanding the foregoing, no prior instruction of the Project Manager shall be required for use of this specific Provisional Sum. The Contractor shall submit the Adjudicator invoices and satisfactory evidence of having paid 100% of such invoices as part of supporting documents of those Statements submitted under Sub-Clause 49 [Payment Certificates]. No overhead and profit shall be paid to the Contractor in respect of this Provisional Sum. Alternately, the Employer may decide to include the Adjudicator fees and expenses under Provisional Sums for contingency.

B. Work Items

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

BOQs Attached