

ISLAMIC REPUBLIC OF PAKISTAN
COMMUNICATION AND WORKS DEPARTMENT
GOVERNMENT OF KHYBER PAKHTUNKHWA



ASIAN DEVELOPMENT BANK
LOAN 4482-PAK & LOAN 4483-PAK:
KHYBER PAKHTUNKHWA RURAL ROADS
DEVELOPMENT PROJECT

(KPRRDP/OCB/CW-03)
BIDDING DOCUMENT
Procurement of Works

- Single-Stage: Two-Envelope Bidding Procedure -

KPRRDP/OCB/CW-03: PACKAGE-3:
REHABILITATION AND IMPROVEMENT OF RURAL
ACCESS AND FLOOD AFFECTED ROADS AND RCC
BRIDGES IN DISTRICT BANNU, KARAK AND
KOHAT [02-LOTS]

- **Lot-1:** Rehabilitation and Improvement of Rural Access Roads [04-Roads of 28.10 Km Length], **District Bannu**
- **Lot-2:** Rehabilitation and Improvement of Rural Access and Flood Affected Roads [06-Roads of 48.80 Km Length], **District Karak** and **District Kohat**, and 02-RCC Bridges in **District Karak**

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PROCUREMENT OF WORKS

**Bidding Document for
Procurement of
KPRRDP/OCB/CW-03: PACKAGE-3:
REHABILITATION AND IMPROVEMENT OF
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Issued on:	16 May 2025
Invitation for Bids No.:	KPRRDP/OCB/CW-03
OCB No.:	KPRRDP/OCB/CW-03
Employer:	Project Implementation Unit Khyber Pakhtunkhwa Rural Roads Development Project Communication and Works Department Government of Khyber Pakhtunkhwa Pakistan
Country:	


**Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar**

Preface

This Bidding Document for the Procurement of Works has been prepared by **Communication and Works Department Khyber Pakhtunkhwa through Project Director, PIU, KP-RRDP, C&WD** 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.



Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

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 supplement 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
This section contains the list of eligible countries.	

PART II REQUIREMENTS

Section 6 - Employer's Requirements (ERQ) -----	6-1
This section contains the Specification, 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 to be applied in all contracts. 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 which are specific to each contract and which 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.	


Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

Section 1: Instructions to Bidders

Table of Contents

A. General.....	1-3
1. Scope of Bid.....	1-3
2. Source of Funds.....	1-3
3. Fraud and Corruption	1-3
4. Eligible Bidders	1-6
5. Eligible Materials, Equipment, and Services.....	1-7
B. Contents of Bidding Document	1-8
6. Sections of Bidding Document.....	1-8
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting.....	1-8
8. Amendment of Bidding Document	1-9
C. Preparation of Bids.....	1-10
9. Cost of Bidding.....	1-10
10. Language of Bid	1-10
11. Documents Comprising the Bid	1-10
12. Letters of Bid and Schedules.....	1-11
13. Alternative Bids	1-11
14. Bid Prices and Discounts.....	1-11
15. Currencies of Bid and Payment	1-12
16. Documents Comprising the Technical Proposal.....	1-12
17. Documents Establishing the Qualifications of the Bidder.....	1-12
18. Period of Validity of Bids.....	1-12
19. Bid Security/Bid-Securing Declaration	1-13
20. Format and Signing of Bid	1-14
D. Submission and Opening of Bids	1-15
21. Sealing and Marking of Bids	1-15
22. Deadline for Submission of Bids	1-15
23. Late Bids.....	1-15
24. Withdrawal, Substitution, and Modification of Bids	1-16
25. Bid Opening	1-16
E. Evaluation and Comparison of Bids	1-18
26. Confidentiality	1-18
27. Clarification of Bids.....	1-19
28. Deviations, Reservations, and Omissions	1-18
29. Examination of Technical Bids.....	1-19
30. Responsiveness of Technical Bid	1-19

31. Nonmaterial Nonconformities.....	1-19
32. Qualification of the Bidder.....	1-20
33. Subcontractors.....	1-20
34. Correction of Arithmetical Errors.....	1-20
35. Conversion to Single Currency.....	1-21
36. Domestic Preference.....	1-21
37. Evaluation and Comparison of Price Bids.....	1-21
38. Abnormally Low Bids.....	1-22
39. Unbalanced or Front-Loaded Bids.....	1-22
40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids.....	1-23
41. Notice of Intention for Award of Contract.....	1-23
 F. Award of Contract.....	 1-23
42. Award Criteria.....	1-23
43. Notification of Award.....	1-23
44. Signing of Contract.....	1-24
45. Performance Security.....	1-24
46. Bidding-Related Complaints.....	1-24

Law
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 C&W Department, Peshawar

A. General	
1. Scope of Bid	<p>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 the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document,</p> <ul style="list-style-type: none"> (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	<p>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.</p> <p>2.2 Payments by 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.</p>
3. Fraud and Corruption	<p>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 to time). In pursuance of this policy, ADB</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) "corrupt practice" means the offering, giving, receiving, or soliciting, 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

	<p>threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(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;</p> <p>(v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;</p> <p>(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</p> <p>(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.</p> <p>(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;</p> <p>(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;</p> <p>(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</p>
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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).

	<p>(e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by 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.</p>
	<p>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:</p> <ul style="list-style-type: none"> (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.
	<p>3.3 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.</p>
	<p>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)</p>

	by a person or entity subject to applicable sanctions.
	3.5 Furthermore, Bidders shall be aware of the provisions of GCC 28.3 and 73.2 (i).
4. Eligible Bidders	<p>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:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>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 this bidding process if any of, including but not limited to, the following apply:</p> <ul style="list-style-type: none"> (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

	<p>subject of the Bid; or</p> <p>(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</p> <p>(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 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</p> <p>(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 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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p>
	<p>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.</p>
<p>5. Eligible Materials, Equipment and</p>	<p>5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined</p>

Lawal
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 Provincial Road, Improvement Project
 G&W Department, Peshawar

Services	in ITB 4.2 above 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.
	5.2 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	<p>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.</p> <p>PART I Bidding Procedures</p> <p>Section 1 Instructions to Bidders (ITB)</p> <p>Section 2 Bid Data Sheet (BDS)</p> <p>Section 3 Evaluation and Qualification Criteria (EQC)</p> <p>Section 4 Bidding Forms (BDF)</p> <p>Section 5 Eligible Countries (ELC)</p> <p>PART II Requirements</p> <p>Section 6 Employer's Requirements (ERQ)</p> <p>PART III Conditions of Contract and Contract Forms</p> <p>Section 7 General Conditions of Contract (GCC)</p> <p>Section 8 Particular Conditions of Contract (PCC)</p> <p>Section 9 Contract Forms (COF)</p>
	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 their 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. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	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 prior to the deadline for submission of bids, within a period given in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. 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 risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
	7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	7.4 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. Amendment of Bidding Document	8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.


 Deputy Director Construction-III
 Provincial Road, Improvement Project
 C&W Department

	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 passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
	11.2 The Technical Bid shall comprise the following: <ul style="list-style-type: none"> (a) Letter of Technical Bid; (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19; (c) alternative Bids, at Bidder's option and if permissible, in accordance with ITB 13; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; (e) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract; (f) Technical Proposal in accordance with ITB 16; (g) any other document required in the BDS.
	11.3 The Price Bid shall comprise the following: <ul style="list-style-type: none"> (a) Letter of Price Bid; (b) completed Price Schedules, in accordance with ITB 12 and ITB 14, or as stipulated in the BDS;

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C&W Department, Peshawar

	<p>(c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13;</p> <p>(d) any other document required in the BDS.</p>
	<p>11.4 In addition to the requirements under ITB 11.2, 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.</p>
12. Letters of Bid and Schedules	<p>12.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under Clause 11, 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.</p>
13. Alternative Bids	<p>13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.</p>
	<p>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.</p>
	<p>13.3 When specified in the BDS pursuant to ITB 13.1, and subject to 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.</p>
	<p>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).</p>
14. Bid Prices and Discounts	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.</p>
	<p>14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. Unit rates and prices for all items of the Works described in the Bill of Quantities shall be expressed in positive values.</p>

	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 Price Bid shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Price 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 Price 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 and rejected. (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 currency(ies) of the Bid and payment shall be as specified in the BDS.
	15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
16. Documents	16.1 The Bidder shall furnish a Technical Proposal including a statement of

Lawel

Deputy Director Construction-II
 Provincial Road, Improvement Project
 P-2W Department, Peshawar

Comprising the Technical Proposal	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. Documents Establishing the Qualifications of the Bidder	<p>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).</p> <p>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 in accordance with ITB 35.</p>
18. Period of Validity of Bids	<p>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 rejected by the Employer as nonresponsive.</p> <p>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.</p>
19. Bid Security/Bid-Securing Declaration	<p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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. <p>all from a reputable bank from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the 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.</p>

Lawal

Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

	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 19.1, the bid security of substantially nonresponsive Technical Bids shall be returned before opening the Price Bids. The bid security of unsuccessful Bidders at Price Bid evaluation shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 45.
	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 <ul style="list-style-type: none"> (a) notwithstanding ITB 24.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or (b) the successful Bidder fails to <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 44; (ii) furnish a performance security in accordance with ITB 45; (iii) accept arithmetical corrections in accordance with ITB 34; or (iv) furnish a domestic preference security, if applicable, in accordance with ITB 45.
	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. Format and Signing of Bid	20.1 The Bidder shall prepare one original set of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

	<p>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 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 stated in the Employer's request shall cause the rejection of the Bid. If either the Letter of Technical Bid or Letter of Price Bid or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.</p>
	<p>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.</p>
D. Submission and Opening of Bids	
21. Sealing and Marking of Bids	<p>21.1 Bidders shall submit their Bids as specified in the BDS. Procedures for submission, sealing, and marking are as follows:</p> <p>(a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID," "ORIGINAL - PRICE BID," and "COPY NO... - TECHNICAL BID," and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative Bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.3.</p> <p>(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.</p>
	<p>21.2 The inner and outer envelopes shall</p> <p>(a) bear the name and address of the Bidder;</p> <p>(b) be addressed to the Employer as provided in BDS 22.1; and</p> <p>(c) bear the specific identification of this bidding process indicated in the BDS 1.1.</p>
	<p>21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 25.1.</p>
	<p>21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7.</p>

Lawal

Deputy Director Construction-III
Provincial Road, Improvement Projects
C&W Department, Peshawar

	21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
22. Deadline for Submission of Bids	22.1 Bids must be received by the Employer at the address and no later than the date and time 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 the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
24. Withdrawal, Substitution, and Modification of Bids	24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – 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 <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 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 (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
	24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
	24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.
25. Bid Opening	25.1 The Employer shall open the Technical 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 choose 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. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
	25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened,

	but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 25.1.
	25.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a bid security or a Bid-Securing Declaration, if required; and (d) any other details as the Employer may consider appropriate. Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.
	25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or a 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.
	25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer.

	Bidders shall be given reasonable notice for the opening of Price Bids.
	25.8 The Employer will notify in writing Bidders who have been rejected for submitting nonresponsive Technical Bids and return their Price Bids unopened together with their bid securities, before opening the Price Bids of the substantially responsive Bidders.
	25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
	25.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded: <ul style="list-style-type: none"> (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the Bid Prices, including any discounts and alternative offers; and (d) any other details as the Employer may consider appropriate. Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Price Bid and Schedules are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Price Bids.
	25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. 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 postqualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until on 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.

Lawlor

Deputy Director Construction-III
Provincial Road, Improvement Project
CSW Department

27. Clarification of Bids	<p>27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, 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 substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.</p>
	<p>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.</p>
28. Deviations, Reservations, and Omissions	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> (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. Examination of Technical Bids	<p>29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.</p>
	<p>29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.</p> <ul style="list-style-type: none"> (a) Letter of Technical Bid; (b) written confirmation of authorization to commit the Bidder; (c) Bid Security or Bid-Securing Declaration, if applicable; and (d) Technical Proposal in accordance with ITB 16.
30. Responsiveness of Technical Bid	<p>30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.</p>
	<p>30.2 A substantially responsive Technical 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,</p> <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the 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.
	30.3 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.
	30.4 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.
31. Nonmaterial Nonconformities	31.1 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.
	31.2 Provided that a Technical 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 Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
32. Qualification of the Bidder	32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
	32.2 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.
	32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. The Employer reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 73.2(c). A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
33. Subcontractors	33.1 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.
	33.2 If Subcontractors are proposed for any of the key activities listed in

	Section 3 (Evaluation and Qualification) Criteria 2.4.2, they shall be considered as "Specialist Subcontractors" and shall meet qualification requirements for the relevant key activities.
34. Correction of Arithmetical Errors	<p>34.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) Only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. (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 Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price 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.
	34.2 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.
35. Conversion to Single Currency	35.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
36. Domestic Preference	36.1 Unless otherwise specified in the BDS, domestic preference shall not apply.
37. Evaluation and Comparison of Price Bids	37.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	<p>37.2 To evaluate the Price Bid, the Employer shall consider the following:</p> <ul style="list-style-type: none"> (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively; (b) price adjustment for correction of arithmetic errors in accordance with ITB 34.1; (c) price adjustment due to discounts offered in accordance with ITB 14.4; (d) converting the amount resulting from applying (a) to (c) above, if

	<p>relevant, to a single currency in accordance with ITB 35;</p> <p>(e) adjustment for nonmaterial nonconformities in accordance with ITB 31.3;</p> <p>(f) assessment whether the bid is abnormally low in accordance with ITB 38; and</p> <p>(g) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).</p>
	<p>37.3 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.</p>
	<p>37.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).</p>
	<p>37.5 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB 37.2.</p>
<p>38. Abnormally Low Bids</p>	<p>38.1 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.</p> <p>38.2 When the offered bid price appears to be abnormally low, the Employer shall undertake a three-step review process as follows:</p> <p>(a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;</p> <p>(b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and</p> <p>(c) decide whether to accept or reject the bid.</p> <p>38.3 With regard to ITB 38.2 (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.</p> <p>38.4 After examining the explanation given and the detailed the price analyses presented by the bidder, the Employer may:</p> <p>(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;</p> <p>(b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level</p>

	<p>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</p> <p>(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.</p>
39. Unbalanced or Front-Loaded Bids	<p>39.1 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.</p> <p>39.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:</p> <p>(a) accept the Bid; or</p> <p>(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 45.2; or</p> <p>(c) reject the Bid and make a similar determination for the next ranked bid.</p>
40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	<p>40.1 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.</p>
41. Notice of Intention for Award of Contract	<p>41.1 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.</p>
F. Award of Contract	
42. Award Criteria	<p>42.1 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, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p>
43. Notification of Award	<p>43.1 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 time, the Employer shall also notify all other</p>

	<p>Bidders of the results of the bidding.</p> <p>43.2 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.</p> <p>43.3 Until a formal contract is prepared and executed, the notification of award through issuance of Letter of Acceptance shall constitute a binding Contract.</p>
	<p>43.4 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:</p> <ul style="list-style-type: none"> (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.
44. Signing of Contract	<p>44.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.</p>
	<p>44.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.</p>
45. Performance Security	<p>45.1 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 38 and ITB 39, 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 be counter-guaranteed or encashable by a bank in the Employer's country.</p>
	<p>45.2 Failure of the successful Bidder to submit the 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.</p>

	45.3 The above provision shall also apply to the furnishing of a domestic preference security, if so required.
46. Bidding-Related Complaints	46.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

Section 2: Bid Data Sheet

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: KPRRDP/OCB/CW-03
ITB 1.1	The Employer is: Communication & Works Department (C&WD), Government of Khyber Pakhtunkhwa, Peshawar
ITB 1.1	<p>The name of the bidding process is: Package-3: Rehabilitation and Improvement of Rural Access and Flood Affected Roads and RCC Bridges in District Bannu, Karak and Kohat [02-Lots]</p> <p>The identification number of the bidding process is: KPRRDP/OCB/CW-03</p> <p>The number and identification of lots comprising this bidding process is: Two (02)</p> <ul style="list-style-type: none"> ➤ Lot-1: Rehabilitation and Improvement of Rural Access Roads [04-Roads of 28.10 Km Length], District Bannu ➤ Lot-2: Rehabilitation and Improvement of Rural Access and Flood Affected Roads [06-Roads of 48.80 Km Length], District Karak and District Kohat, and 02-RCC Bridges in District Karak <p>The bidder has the option to bid any number of lots.</p>
ITB 2.1	The Borrower is: Islamic Republic of Pakistan
ITB 2.1	The name of the Project is: Khyber Pakhtunkhwa Rural Roads Development Project

B. Contents of Bidding Documents

ITB 7.1	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <table border="1"> <tr> <td>Attention:</td><td>Project Director</td></tr> <tr> <td>Street address:</td><td>Project Implementation Unit (PIU) ADB Assisted Projects Communication and Works Department (C&WD) House No. 24, C/3 Circular Road, University Town Peshawar Khyber Pakhtunkhwa, Pakistan</td></tr> <tr> <td>Floor / Room number:</td><td>Committee Room, Ground Floor, Office of the Project Director, PIU, KP PRIP-C&WD</td></tr> <tr> <td>City:</td><td>Peshawar</td></tr> <tr> <td>ZIP code:</td><td>25000</td></tr> <tr> <td>Country:</td><td>Islamic Republic of Pakistan</td></tr> <tr> <td>Telephone:</td><td>+92 91 9216356</td></tr> <tr> <td>Fax:</td><td>+92 91 9212443</td></tr> <tr> <td>E-mail address:</td><td>pdprp.pkha@gmail.com</td></tr> </table> <p>Requests for clarification should be received by the Employer no later than: fifteen (15) days</p>	Attention:	Project Director	Street address:	Project Implementation Unit (PIU) ADB Assisted Projects Communication and Works Department (C&WD) House No. 24, C/3 Circular Road, University Town Peshawar Khyber Pakhtunkhwa, Pakistan	Floor / Room number:	Committee Room, Ground Floor, Office of the Project Director, PIU, KP PRIP-C&WD	City:	Peshawar	ZIP code:	25000	Country:	Islamic Republic of Pakistan	Telephone:	+92 91 9216356	Fax:	+92 91 9212443	E-mail address:	pdprp.pkha@gmail.com
Attention:	Project Director																		
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Telephone:	+92 91 9216356																		
Fax:	+92 91 9212443																		
E-mail address:	pdprp.pkha@gmail.com																		

ITB 7.4	<p>A Pre-Bid meeting shall take place.</p> <table border="1" data-bbox="411 443 1297 678"> <tr> <td>Date:</td><td>28 May 2025</td></tr> <tr> <td>Time:</td><td>1100 Hours (Local time, i.e., Pakistan Standard Time)</td></tr> <tr> <td>Place:</td><td>Office of the Project Director PIU, ADB Assisted Projects, C&WD, Peshawar House No. 24, C/3 Circular Road, University Town Peshawar Khyber Pakhtunkhwa Pakistan</td></tr> <tr> <td>City:</td><td>Peshawar</td></tr> <tr> <td>Country:</td><td>Islamic Republic of Pakistan</td></tr> </table> <p>A site visit conducted by the Employer will not be organized.</p>	Date:	28 May 2025	Time:	1100 Hours (Local time, i.e., Pakistan Standard Time)	Place:	Office of the Project Director PIU, ADB Assisted Projects, C&WD, Peshawar House No. 24, C/3 Circular Road, University Town Peshawar Khyber Pakhtunkhwa Pakistan	City:	Peshawar	Country:	Islamic Republic of Pakistan
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City:	Peshawar										
Country:	Islamic Republic of Pakistan										

C. Preparation of Bids

ITB 10.1	<p>The language of the Bid is: English.</p> <p>The translation of the documents shall be duly notarized.</p>
ITB 11.2 (g)	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ol style="list-style-type: none"> Quality Control Methods for Asphalt & Concrete Work. Construction Schedule (on Primavera /MS project or equivalent) by allocating the equipment and other resources; critical activities must be identified. Diversion of Traffic and Safety Management Plan. Health and Safety Management Plan. Environmental Safety Plan. Letter of Acceptance / Award, completion certificates, IPCs / BOQs to substantiate construction experience. Documents indicating availability of financial resources shown by the bidder to meet the requirement of Serial No. 2.3.1, Section-3 (i.e., audited standalone (not consolidated) financial statements, line of credit which shall (i) be address to the Client; (ii) be issued within last 02 month; (iv) be unconditional; and (v) be valid and available (specifying the remaining balance of the credit) to the bidder for the complete Time for Completion of the Project). Supporting documents to substantiate construction experience (refer 2.4.1; and 2.4.2 of Section 3) such as (a) Letter of Acceptance, (b) Letter of Award, (c) Letter of completion/ certificates, substantial completion certificates, taking over certificates, performance certificates etc. (d) IPCs; and. (e) BOQs, Bidders are required to submit all documents to support their bid in English language. <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 11.3 (b)	In accordance with ITB 12 and ITB 14, the priced Bill of Quantities shall be submitted with the bid.
ITB 11.3 (d)	<p>The Bidder shall submit with its Price Bid the following additional documents:</p> <ul style="list-style-type: none"> Any other documents mentioned in Section-4 "Schedule of payment currency". Unit price analysis for major items of works.
ITB 11.4	<p>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"> (i) All partners shall be jointly and severally liable. (ii) The lead partner shall be clearly identified, nominated and designated as the Representative of the Joint Venture. (iii) The financial share of each partner shall be clearly stated. (iv) Corresponding to the financial share of each Partner, the roles and responsibilities of each partner, including the separate scope or part of the Works (if any) to be carried out by each partner, shall also be specified; and (v) Any other requirements as per the applicable law. <p>In case a Letter of Intent to execute a Joint Venture Agreement is submitted by the successful 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 contain the information postulated above. Failure to comply with this condition may lead to the annulment of the award and 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.</p>
ITB 12.1	The units and rates in figures entered into the Bill of Quantities and Daywork Schedule should be typewritten or 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	<p>The prices quoted by the Bidder Adjustable subject to adjustment during the performance of the Contract.</p> <p>The formula for adjusting the prices and explanatory details is specified in the GCC Clause 54.1. Bidder shall fill out the Tables of Adjustment Data in Section 4 (Bidding Forms).</p>
ITB 15.1	The prices shall be quoted by the bidder in: "Pakistan Rupees".

	<p>a) The prices shall be quoted by the Bidder in: Pakistan Rupees (PKR). A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "foreign currency requirements") and wishing to be paid accordingly, may indicate other foreign currencies of their choice expressed as a percentage of the bid price, together with the exchange rates used in the calculations in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).</p> <p>b) 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 State Bank of Pakistan. 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 Project Manager or rates notified by the State Bank of Pakistan 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.</p> <p>c) Foreign currency requirements indicated by the Bidders in the Schedule of Payment Currencies shall include but not limited to the specific requirements for:</p> <ul style="list-style-type: none"> • expatriate staff and labor employed directly on the Works. • social, insurance, medical, and other charges relating to such expatriate staff and labor, and foreign travel expenses. • imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works. • depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works. • foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and • overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works. <p>d) 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 item (c) above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.</p> <p>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 54.1 of the Conditions of Contract. Any such adjustment shall be affected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.</p>
ITB 16.1	<p>The technical Proposal shall also include a Health and Safety COVID-19 Management Plan, in accordance with Standard Operating Procedures (SOPs) issued by the Government of Pakistan from time to time on COVID-19 prevention and controls, and with international good practice guidelines [World Health Organization, <i>Considerations for public health and social measures in the workplace in the context of COVID-19</i>. 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.] Absence of or incomplete submission may result in rejection of the bid. If a Bidder submits a</p>

	<p>Health and Safety COVID-19 Plan that does not provide sufficient information in accordance with the required submission information listed in the bidding document by the Employer, the Employer shall issue a clarification to request for further information from the Bidder. The Bidder must submit the requested information within seven (07) working 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 shall cause the rejection of the Bid.</p> <p>Also refer to ADB SDCC's advisory in relation to Health and Safety COVID-19 and international good practices.</p>
ITB 18.1	<p>The bid validity period shall be one hundred and twenty (120) days.</p> <p>Note: This is applicable for each lot separately.</p>
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 seven (07) 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 hard copy of the Bidder's Original Price Bid, to facilitate review and evaluation process.</p> <p>Any information that indicates or alludes to the price of the bid MUST NOT be provided in the envelop or USB containing the technical bid. Failure to meet this requirement shall be considered as a sufficient ground for rejection of bids.</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	The written confirmation of authorization to sign on behalf of the Bidder shall

	<p>consist of a board resolution or its equivalent, or power of attorney, which should either be:</p> <p>a) notarized, or</p> <p>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.</p> <p>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.</p> <p>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.</p>
ITB 20.2	The Bidder shall submit an acceptable authorization within seven (07) 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>For bid submission purposes only, the Employer's address is:</p> <table border="1"> <tr> <td>Attention:</td><td>Project Director</td></tr> <tr> <td>Street address:</td><td>House No. 24, C/3 Circular Road, University Town Peshawar Khyber Pakhtunkhwa, Pakistan</td></tr> <tr> <td>Floor / Room number:</td><td>Committee Room, Ground Floor, Office of the Project Director, PIU, ADB Assisted Projects, C&WD, GoKP</td></tr> <tr> <td>City:</td><td>Peshawar</td></tr> <tr> <td>ZIP code:</td><td>25000</td></tr> <tr> <td>Country:</td><td>Islamic Republic of Pakistan</td></tr> </table> <p>The deadline for bid submission is:</p> <table border="1"> <tr> <td>Date:</td><td>16 June 2025</td></tr> <tr> <td>Time:</td><td>1100 Hours (Local time i.e., Pakistan Standard Time)</td></tr> </table>	Attention:	Project Director	Street address:	House No. 24, C/3 Circular Road, University Town Peshawar Khyber Pakhtunkhwa, Pakistan	Floor / Room number:	Committee Room, Ground Floor, Office of the Project Director, PIU, ADB Assisted Projects, C&WD, GoKP	City:	Peshawar	ZIP code:	25000	Country:	Islamic Republic of Pakistan	Date:	16 June 2025	Time:	1100 Hours (Local time i.e., Pakistan Standard Time)
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Time:	1100 Hours (Local time i.e., Pakistan Standard Time)																
ITB 25.1	<p>The opening of the Technical Bid shall take place at:</p> <table border="1"> <tr> <td>Place:</td><td>Office of the Project Director</td></tr> <tr> <td>Street address:</td><td>House No. 24, C/3 Circular Road, University Town Peshawar Khyber Pakhtunkhwa, Pakistan</td></tr> <tr> <td>Floor / Room number:</td><td>Committee Room, Ground Floor, Office of the Project Director, PIU, ADB Assisted Projects, C&WD, GoKP</td></tr> <tr> <td>City:</td><td>Peshawar</td></tr> <tr> <td>ZIP code:</td><td>25000</td></tr> <tr> <td>Country:</td><td>Islamic Republic of Pakistan</td></tr> <tr> <td>Date:</td><td>16 June 2025</td></tr> <tr> <td>Time:</td><td>1105 Hours (Local time i.e., Pakistan Standard Time)</td></tr> </table>	Place:	Office of the Project Director	Street address:	House No. 24, C/3 Circular Road, University Town Peshawar Khyber Pakhtunkhwa, Pakistan	Floor / Room number:	Committee Room, Ground Floor, Office of the Project Director, PIU, ADB Assisted Projects, C&WD, GoKP	City:	Peshawar	ZIP code:	25000	Country:	Islamic Republic of Pakistan	Date:	16 June 2025	Time:	1105 Hours (Local time i.e., Pakistan Standard Time)
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Country:	Islamic Republic of Pakistan																
Date:	16 June 2025																
Time:	1105 Hours (Local time i.e., Pakistan Standard Time)																
ITB 25.1	Electronic bid opening procedure shall be as follows: Not Applicable																
ITB 25.5	The Letter of Technical Bid shall be initialed by at least three (03) representatives of the Employer attending the Bid opening.																

ITB 25.10	The Letter of Price Bid and Schedules shall be initialed by at least three (03) representatives of the Employer attending the Bid opening.
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E. Evaluation and Comparison of Bids

ITB 32.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.
ITB 33.1	The Employer does not intend for the contractor to execute any specific elements of the Works through nominated subcontractors.
ITB 33.2	The Employer will not accept any specialist contractor for key activities listed in Section 3 (Evaluation and Qualification) Criteria 2.4.2.
ITB 35.1	<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 36.1	Domestic preference shall not apply.
ITB 41.1	Standstill provisions shall not apply.

F. Award of Contracts

ITB 46.1	<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> <table border="1"> <tr> <td>For the attention:</td><td><i>Engr. Naveed Iqbal</i></td></tr> <tr> <td>Title/position:</td><td><i>Chief Engineer, Foreign Aided Projects</i></td></tr> <tr> <td>Employer:</td><td><i>Communication and Works Department (C&WD)</i></td></tr> <tr> <td>Email address:</td><td><i>chiefengineer.fap@gmail.com</i></td></tr> </table>	For the attention:	<i>Engr. Naveed Iqbal</i>	Title/position:	<i>Chief Engineer, Foreign Aided Projects</i>	Employer:	<i>Communication and Works Department (C&WD)</i>	Email address:	<i>chiefengineer.fap@gmail.com</i>
For the attention:	<i>Engr. Naveed Iqbal</i>								
Title/position:	<i>Chief Engineer, Foreign Aided Projects</i>								
Employer:	<i>Communication and Works Department (C&WD)</i>								
Email address:	<i>chiefengineer.fap@gmail.com</i>								

Naveed Iqbal

Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

Section 3: Evaluation and Qualification Criteria

Table of Criteria

1. Evaluation	3-3
1.1 Adequacy of Technical Proposal	3-3
1.2 Completion Time	3-3
1.3 Technical Alternatives.....	3-3
1.4 Specialist Subcontractor.....	3-3
1.5 Quantifiable Nonconformities and Omissions	3-3
1.6 Domestic Preference	3-4
1.7 Other Criteria	3-4
1.8 Multiple Contracts	3-5
2. Qualification.....	3-6
2.1 Eligibility	3-6
2.1.1 Nationality.....	3-6
2.1.2 Conflict of Interest.....	3-6
2.1.3 ADB Eligibility	3-6
2.1.4 Government-Owned Enterprise.....	3-6
2.1.5 United Nations Eligibility.....	3-6
2.1.6 Registration with Pakistan Engineering Council.....	3-6
2.2 Historical Contract Nonperformance.....	3-8
2.2.1 History of Nonperforming Contracts	3-8
2.2.2 Suspension Based on Execution of Bid-Securing Declaration.....	3-8
2.2.3 Pending Litigation and Arbitration.....	3-9
2.2.4 Declaration: Environmental, Health and Safety Past Performance	3-9
2.3 Financial Situation.....	3-10
2.3.1 Historical Financial Performance.....	3-10
2.3.2 Average Annual Construction Turnover	3-10
2.3.3 Financial Resources	3-11
2.4 Construction Experience	3-14
2.4.1 Contracts of Similar Size and Nature.....	3-14

2.4.2 Construction Experience in Key Activities.....	3-16
2.4.3 Specific Experience in Managing Environmental, Health and Safety Aspects	3-17
2.5 Organizational Environmental, Health and Safety	3-19
2.5.1 Environmental, Health and Safety Certification.....	3-19
2.5.2 Environmental, Health and Safety Documentation.....	3-19
2.5.3 Environmental, Health and Safety Dedicated Personnel	3-20


Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

1. Evaluation

In addition to the criteria listed in ITB 37.2 (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 Specialist Subcontractors

Only the specific experience of Specialist Subcontractors for key activities specified in criterion 2.4.2 Construction Experience in Key Activities will be considered. The experience of Specialist Subcontractors in contracts of similar size and nature, and their financial resources shall not be added to those of the Bidder for purposes of qualification of the Bidder.

Not Applicable

1.5 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 37.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

Pursuant to ITB 31.3, 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.

1.6 Domestic Preference

If domestic preference shall apply under ITB 36.1, the procedure will be as follows as:

Not Applicable

1.7 Other Criteria

The Employer will take into account the quality of the Health and Safety COVID-19 Management Plan ('the Plan') attached to the Technical Proposal in its evaluation of the Adequacy of the Technical Proposal.

The bidder should demonstrate in the Plan the health and safety measures they will put in place on site in relation to COVID-19 prevention and controls, including but not limited to, Personal Protective Equipment (PPE) requirements, site set up, training, induction and mobilization of new personnel, equipment and plants cleaning and other hazard management measures while undertaking site work activities, site visitors health and safety protocols, as well as the approach to the monitoring and reporting of the Plan. The Plan should be fit for purpose for the particular construction works of this contract and be aligned with 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>]. Also refer to ADB SDCC's advisory in relation to COVID-19 health and safety and international good practices

1.7.1 Environmental, Health and Safety Management Plan (EHSMP)

Any bid not accompanied by the EHSMP may be rejected by the Employer as non-responsive. If a Bidder submits an 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.

1.7.2 Sustainable Procurement

The following sustainable procurement technical requirements will be evaluated on a pass/fail basis. Failure to meet any of the following requirements will result in mandatory rejection of the bid.

Not Applicable.

1.7.3 Life Cycle costs (for Financial Evaluation)

Life cycle costing shall not apply.



Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

1.8 Multiple Contracts

If works are grouped in multiple contracts and pursuant to ITB 37.4, 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.



Deputy Director Construction-III
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C&W Department, Peshawar

2. Qualification

2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI - 1; ELI - 2 with attachments
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI - 1, ELI - 2 with attachments
--	-----------------------	-----------------------	-----------------------	----------------	---

2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
--	-----------------------	-----------------------	-----------------------	----------------	-------------------------

2.1.6 Registration with Pakistan Engineering Council (PEC)

The successful Bidder must be registered with Pakistan Engineering Council (PEC) and shall have a valid registration Certificate in following category with Specialization in CE-01 & CE-02 before signing the Contract.	must meet requirement	not applicable	must meet requirement	Not applicable	Forms ELI - 1; ELI - 2 with attachments
--	-----------------------	----------------	-----------------------	----------------	---

Lot-1: Lot-2:	Category C-1 Category C-B					
If the successful bidder is a JV including a local firm whose registration is expired at the time of Bid submission, the firm shall be required to submit a valid PEC registration certificate before signing the Contract. If the successful bidder is a single entity or JV comprises a foreign firm, the foreign firm shall be required to submit a valid PEC registration certificate before signing of the Contract.						

1001-9

Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

2.2 Historical Contract NonPerformance

2.2.1 History of NonPerforming Contracts

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Non-performance of a contract ¹ did not occur as a result of contractor default since 1 January 2017.	Must meet requirement	Must meet requirement	Must meet requirement ²	Not Applicable	Form CON-1

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid

- ¹ Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.
- ² This requirement also applies to contracts executed by the Bidder as Joint Venture partner.

Deputy Director (Construction-III)
Provincial
Project
7

Law 1-9

2.2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall apply.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation, arbitration, or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than fifty percent (50%) of the Bidder's net worth calculated as the difference between total assets and total liabilities.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form CON - 1

2.2.4 Declaration: Environmental, Health and Safety Past Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Declare any contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, health and safety contractual obligations in the past five (05) years.	Must make the declaration	Not applicable	Each partner must make the declaration	Not applicable	Form CON-2

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2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last three (03) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1 with attachments

2.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover calculated as total certified payments received for contracts in progress or completed, within the last three (03) years.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 2
for Lot-1 PKR 1,865.0 million or US\$ equivalent					
for Lot-2 PKR 3,469.0 million or US\$ equivalent					

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 Provincial Road Improvement Project
 C&W Department, Peshawar

2.3.3 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					
For Single Entities 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 following lots: <table><tr><td>for Lot-1</td><td>PKR 311.0 million or US\$ equivalent</td></tr><tr><td>for Lot-2</td><td>PKR 578.0 million or US\$ equivalent</td></tr></table>	for Lot-1	PKR 311.0 million or US\$ equivalent	for Lot-2	PKR 578.0 million or US\$ equivalent	must meet requirement	not applicable	not applicable	not applicable	Form FIN – 3 and Form FIN – 4 If the Bidder intends to utilize a line of credit to fulfill the financial resources requirement, the Bidder must obtain a letter of line of credit from a recognized bank. The letter must be: (i) addressed to the Client; (ii) shall be issued within last 02 month; (iii) it should be unconditional; and (iv) credit line must be valid and available (specifying remaining balance of credit) to the bidder for the complete Time for Completion of the Project). Separate / specific letters should be submitted for respective lot, in case a bidder is submitting bids for multiple lots.
for Lot-1	PKR 311.0 million or US\$ equivalent								
for Lot-2	PKR 578.0 million or US\$ equivalent								
For Joint Ventures (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 from the total requirement for the following lots.	not applicable	not applicable	not applicable	must meet requirement	Form FIN – 3 and Form FIN – 4 If the Bidder intends to utilize a line of credit to fulfill the financial resources requirement, the Bidder must obtain a letter of line of credit from a recognized				

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
for Lot-1 PKR 125.0 million or US\$ equivalent for Lot-2 PKR 231.0 million or US\$ equivalent AND					bank. The letter must be: (i) addressed to the Client; (ii) shall be issued within last 02 month; (iii) it should be unconditional; and (iv) credit line must be valid and available (specifying remaining balance of credit) to the bidder for the complete Time for Completion of the Project). Separate / specific letters should be submitted for respective lot, in case a bidder is submitting bids for multiple lots.
(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 from the total requirement for the following lots. for Lot-1 PKR 78.0 million or US\$ equivalent for Lot-2 PKR 145.0 million or US\$ equivalent AND	not applicable	not applicable	must meet requirement	not applicable	Form FIN - 3 and Form FIN - 4 If the Bidder intends to utilize a line of credit to fulfill the financial resources requirement, the Bidder must obtain a letter of line of credit from a recognized bank. The letter must be: (i) addressed to the Client; (ii) shall be issued within last 02 month; (iii) it should be unconditional; and (iv) credit line must be valid and available (specifying remaining balance of credit) to the bidder for the complete Time for Completion of the Project). Separate / specific letters should be submitted for respective lot, in case a bidder is submitting bids for

Criteria		Compliance Requirements			Documents				
Requirement	Single Entity	Joint Venture			Submission Requirements				
		All Partners Combined	Each Partner	One Partner					
(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 following lots: <table><tr><td>for Lot-1</td><td>PKR 311.0 million or US\$ equivalent</td></tr><tr><td>for Lot-2</td><td>PKR 578.0 million or US\$ equivalent</td></tr></table>	for Lot-1	PKR 311.0 million or US\$ equivalent	for Lot-2	PKR 578.0 million or US\$ equivalent	not applicable	must meet requirement	not applicable	not applicable	multiple lots. Form FIN – 3 and Form FIN – 4 If the Bidder intends to utilize a line of credit to fulfill the financial resources requirement, the Bidder must obtain a letter of line of credit from a recognized bank. The letter must be: (i) addressed to the Client; (ii) shall be issued within last 02 month; (iii) it should be unconditional; and (iv) credit line must be valid and available (specifying remaining balance of credit) to the bidder for the complete Time for Completion of the Project). Separate / specific letters should be submitted for respective lot, in case a bidder is submitting bids for multiple lots.
for Lot-1	PKR 311.0 million or US\$ equivalent								
for Lot-2	PKR 578.0 million or US\$ equivalent								

2.4 Construction Experience

2.4.1 Contracts of Similar Size and Nature

Criteria		Compliance Requirements			Documents				
Requirement	Single Entity	Joint Venture			Submission Requirements				
		All Partners Combined	Each Partner	One Partner					
<p>Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract that has been satisfactorily and substantially completed within the last five (05) years and that is similar to the proposed works, where the value of the Bidder's participation exceeds the amounts mentioned below. The similarity of the Bidder's participation shall be based on:</p> <p>1. the physical size.</p> <p>2. nature of works.</p> <p>3: complexity, methods.</p> <p>4. technology or</p> <p>5. other characteristics</p> <p>as described in Section 6, Employer's Requirements</p>	Must meet requirement	Not Applicable	Must meet the requirement equivalent to 30% of value of the contract of similar size and nature.	Must meet requirement	<p>Form EXP-1</p> <p>In addition to the submission requirement Form EXP-1, Bidders shall provide the following supporting documents:</p> <p>1. Signed Contract Agreement, and</p> <p>2. Taking-Over Certificate, Contract Completion Certificate or Performance Certificate (and, if necessary, any additional documents certified by the Employer of the concerned contract, as acceptable to the Employer), in sufficient detail to verify the contract name, value, completion time (or substantial completion), and all requirement for similarity. If the documents are other than in English, an accurate certified translation of these documents in English shall be provided.</p> <p>For contracts under which the Bidder participated as a Joint Venture partner or Subcontractor, only the Bidder's respective share, by value, shall be considered to</p>				
<table><tr><td>for Lot-1</td><td>PKR 1,492.0 million or US\$ equivalent</td></tr><tr><td>for Lot-2</td><td>PKR 2,775.0 million or US\$ equivalent</td></tr></table>	for Lot-1	PKR 1,492.0 million or US\$ equivalent	for Lot-2	PKR 2,775.0 million or US\$ equivalent					
for Lot-1	PKR 1,492.0 million or US\$ equivalent								
for Lot-2	PKR 2,775.0 million or US\$ equivalent								

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
					<p>meet this requirement. The Bidders are required to complete Form EXP-1, indicating both the percentage and amount of their participation in the total contract amount. For contracts implemented by Joint Venture Contractor, if the bidder comprises the same Joint Venture, the 'Single Entity' requirements will apply. Additionally, they may be required to provide relevant details, such as joint venture (JV) or subcontract agreements, Engineer's approval of subcontractor, payment receipts etc.</p> <p>Note: The Employer will consider a "satisfactorily and substantially completed contract" as one for which Taking Over Certificate, Contract Completion Certificate or Performance Certificate (or equivalent) as acceptable by the Employer) was issued by the Employer of the concerned contract.</p>

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 Provincial Road, improvement Project
 C&W Department, Peshawar

2.4.2 Construction Experience in Key Activities

2.4.2 (a) Must be complied with by the Bidder. In the case of a Joint Venture Bidder, the Bidder or at least one of the partners must meet the requirement in the key activity. For contracts under which the Bidder participated as a Joint Venture partner, only the Bidder's designated scope of works under the contracts shall be considered to meet this requirement.

Table A

Criteria Requirement	Compliance Requirements		Documents Submission Requirements
For the above or other contracts executed during the period stipulated in 2.4.1, a minimum construction experience is required in the following key activities:	Must meet requirement	Must meet requirement (mentioned below)	Form EXP-2 Form EXP-2 shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate or Contract Completion Certificate indicating the contract name, value, completion date (or percentage of substantial completion), activities performed by Joint Venture partners, certified payments showing activity details, and other relevant details sufficient to demonstrate compliance with the requirements
Lot-1: Rehabilitation and Improvement of Rural Access Roads [04-Roads of 28.10 Km Length], District Bannu			
Embankment 7,800.0 Cu.m/ in any one year	Must meet requirement	The Joint Venture as a whole must meet the requirements in full whereas each partner must meet the requirements equivalent to 30% against each Key Activity(ies)	As Above.
Base / Sub-Base 22,300.0 Cu.m/ in any one year			
Excavate Unsuitable Material 7,650.0 Cu.m/ in any one year			
Subgrade preparation in Earth Cut 30,600.0 Sq.m/ in any one year			
Plum Concrete (Class 'B' with 40% Boulders/ Rock) 21,500.0 Cu.m/ in any one year			
Concrete (in roads structures) 16,100.0 Cu.m/ in any one year			
Lot-2: Rehabilitation and Improvement of Rural Access and Flood Affected Roads [06-Roads of 48.80 Km Length], District Karak and District Kohat, and 02-RCC Bridges In District Karak			
Embankment 13,500.0 Cu.m/ in any one year	Must meet requirement	The Joint Venture as a	As Above.

Criteria Requirement	Compliance Requirements		Documents
	Single Entity	Joint Venture	Submission Requirements
Base / Sub-Base 37,250.0 Cu.m/ in any one year		whole must meet the requirements in full whereas each partner must meet the requirements equivalent to <u>30%</u> against each Key Activity(ies)	
Excavate Unsuitable Material 7,800.0 Cu.m/ in any one year			
Subgrade preparation in Earth Cut 34,700.0 Sq.m/ in any one year			
Plum Concrete (Class 'B' with 40% Boulders/ Rock) 41,300.0 Cu.m/ in any one year			
Concrete (in roads structures) 27,100.0 Cu.m/ in any one year			

2.4.2. (b) The Employer accepts any of the following activities to be subcontracted. They may be complied with by the Bidder or by its proposed Specialist Subcontractor.

If the key activity is to be undertaken by a Specialist Subcontractor, the Employer shall require evidence of the subcontracting agreement from the Bidder.

Table B

Criteria Requirement	Compliance Requirements		Documents
	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
For the above or other contracts executed during the period stipulated in 2.4.1, a minimum construction experience is required in the following key activities:	Must meet requirement	Must meet requirement	Form EXP-2
Lot-1: Rehabilitation and Improvement of Rural Access Roads [04-Roads of 28.10 Km Length], District Bannu	Must meet requirement	Must meet requirement	
Lot-2: Rehabilitation and Improvement of Rural Access and Flood Affected Roads [06-Roads of 48.80 Km Length] in District Karak and District Kohat, and 02-RCC Bridges in District Karak	Must meet requirement	Must meet requirement	

2.4.3 Specific Experience in Managing Environmental, Health and Safety Aspects

Criteria Requirement	Compliance Requirements		Documents
	Single Entity	Joint Venture	Submission Requirements

Criteria	Compliance Requirements		Documents
Requirement	Single Entity	Joint Venture	Submission Requirements
<p>For the contracts in 2.4.1 and 2.4.2 above and/or any other contracts [substantially completed and under implementation] as prime contractor, Joint Venture partner, or Subcontractor between 1st January 2020 and Bid submission deadline, experience in managing EHS risks and impacts in the following aspects:</p> <ul style="list-style-type: none"> - Traffic management practice - Local cultural heritage protection practice - Work at height and fall protection. - Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19 etc 	Must meet requirements.	One member must meet requirements.	Form EXP-3

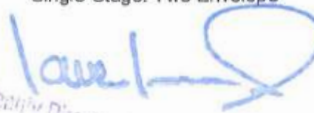
2.5 Organizational Environmental, Health and Safety System

2.5.1 Environmental, Health and Safety Certification

Criteria	Compliance Requirements		Documents
Requirement	Single Entity	Joint Venture	Submission Requirements
Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite: 1) Quality management certificate ISO 9001 (or internationally recognized equivalent). 2) Environmental management certificate ISO 14001 (or internationally recognized equivalent). 3) Health and Safety management certificate ISO 45001 (or internationally recognized equivalent).	Must meet requirements.	All members must meet requirements.	Form EXP-4

2.5.2 Environmental, Health and Safety Documentation

Criteria	Compliance Requirements		Documents
Requirement	Single Entity	Joint Venture	Submission Requirements
Availability of in-house policies and procedures 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: ➤ 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.	Must meet requirements.	All members must meet requirements.	Form EXP-5


 Deputy Director, Construction-III
 Procurement Department
 C&W Department, Peshawar

2.5.3 Environmental, Health and Safety Dedicated Personnel

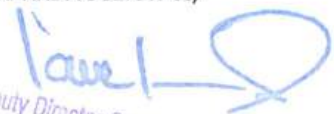
Criteria	Compliance Requirements		Documents
Requirement	Single Entity	Joint Venture	Submission Requirements
Availability of in-house personnel dedicated to EHS issues: 1. Environmental Specialist 2. Occupational Health and Safety Specialist	Must meet requirements	All members must meet requirements	Form EXP-6

Section 4: Bidding Forms

Table of Forms

Letter of Technical Bid.....	4-2
Letter of Price Bid	4-7
Bid-Securing Declaration.....	4-10
Technical Proposal	4-12
Personnel.....	4-12
Form PER – 1: Proposed Personnel	4-12
Form PER – 2: Resume of Proposed Personnel.....	4-13
Equipment	4-14
Site Organization.....	4-15
Method Statement.....	4-15
Mobilization Schedule.....	4-15
Construction Schedule.....	4-15
Environmental, Health and Safety Management Plan.....	4-15
Environmental, Health and Safety Code of Conduct	4-16
Bidder's Qualification	4-18
Form ELI - 1: Bidder's Information Sheet	4-19
Form ELI - 2: Joint Venture Information Sheet	4-20
Form CON - 1: Historical Contract Nonperformance.....	4-21
Form CON - 2: EHS Performance Declaration.....	4-22
Form FIN - 1: Historical Financial Performance	4-24
Form FIN - 2: Average Annual Construction Turnover.....	4-25
Form FIN - 3: Availability of Financial Resources.....	4-26
Form FIN - 4: Financial Requirement for Current Contract Commitments.....	4-27
Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources	4-28
Form EXP - 1: Contracts of Similar Size and Nature	4-29
Form EXP - 2: Construction Experience in Key Activities.....	4-30
Form EXP – 3: Specific Experience in Managing Environmental, Health and Safety Aspects.....	4-31
Form EXP – 4: Environmental, Health and Safety Certification	4-32
Form EXP – 5: Environmental, Health and Safety Documentation	4-32
Form EXP – 6: Environmental, Health and Safety Dedicated Personnel.....	4-33
Schedules.....	4-34
Schedule of Payment Currencies	4-34

Tables of Adjustment Data.....	4-35
Activity Schedule	4-36
Bill of Quantities.....	4-37


Deputy Director Construction-III
Provincial Road Improvement Project
C&W Department, Peshawar

Letter of Technical Bid

Date: xx Month 2025

OCB No.: KPRRDP/OCB/CW-03

Invitation for Bid No.: KPRRDP/OCB/CW-03

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-03: PACKAGE-3: REHABILITATION AND IMPROVEMENT OF RURAL ACCESS AND FLOOD AFFECTED ROADS AND RCC BRIDGES IN DISTRICT BANNU, KARAK AND KOHAT [02-LOTS]

- **Lot-1:** Rehabilitation and Improvement of Rural Access Roads [04-Roads of 28.10 Km Length], District Bannu
- **Lot-2:** Rehabilitation and Improvement of Rural Access and Flood Affected Roads [06-Roads of 48.80 Km Length], District Karak and District Kohat, and 02-RCC Bridges in District Karak

[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: _____

[Signature]
Deputy Director Construction-II
Provincial Road, Improvement Project
C&W Department, Peshawar

- (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 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.

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*]: _____

- 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
XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX

- (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.

Demographic Research and Construction-III
Provincial Improvement Project
C&W Department, Peshawar

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]*


Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

Letter of Price Bid

Date: xx Month 2025

OCB No.: KPRRDP/OCB/CW-03

Invitation for Bid No.: KPRRDP/OCB/CW-03

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-03: PACKAGE-3: REHABILITATION AND IMPROVEMENT OF RURAL ACCESS AND FLOOD AFFECTED ROADS AND RCC BRIDGES IN DISTRICT BANNU, KARAK AND KOHAT [02-LOTS]

- **Lot-1:** Rehabilitation and Improvement of Rural Access Roads [04-Roads of 28.10 Km Length], District Bannu
- **Lot-2:** Rehabilitation and Improvement of Rural Access and Flood Affected Roads [06-Roads of 48.80 Km Length], District Karak and District Kohat, and 02-RCC Bridges in District Karak


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

- (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.



Deputy Director Construction-III
Provincial Roads Improvement Project
CRW Development Division

- (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-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 or (iv) fail or refuse to furnish executed Joint Venture Agreement in accordance with ITB.

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


Deputy Director Construction-III
Provincial Road Improvement Project
G&W Department, Peshawar

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

– Note –

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


 Deputy Director Construction-III
 Provincial Road, Improvement Project
 C&W Department, Peshawar

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 Clause 14.2.

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 (Work'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]: _____


Deputy Director Construction-III
Provincial Road, improvement Project
C&W Department, Peshawar

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.


Deputy Director Construction-III
Provincial Road Improvement Project
C&W Department Peshawar

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)			
<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. 			



Form ELI - 2: Joint Venture Information Sheet

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

Joint Venture Information			
Bidder's legal name			
		Information of Joint Venture Partner	If any Joint Venture Partner 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 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 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:

- ☐ 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]

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: _____

Environmental and Health and Safety Performance Declaration in accordance with Section 3 (Evaluation and Qualification Criteria)			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Health and Safety performance since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Health and Safety performance since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5. Details are described below:			
<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:			
<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:			
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 adhered to approved construction methodology and quality control plan]	[insert amount]
[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)]	[insert amount]

...	...	[list all applicable contracts]	...
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)	
[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 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 adhered to approved construction methodology and quality control plan]	[insert amount]	
Key EHS personnel replacement requested by the Employer for reasons related to EHS performance			
Year	Contract Identification and Reasons	Personnel replacement action and results	
[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 requesting for replacement: [indicate main reason(s)]	[insert description]	
Fatality due to EHS issues on Site			
Year	Contract Identification	Follow-on actions taken by the contractor	
[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] Description of fatality event: Causation:	[insert description]	

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 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 03 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: _____

Annual Turnover Data for the Last three (03) Years (Construction only)			
Year	Amount Currency	Exchange Rate	PKR or US\$ Equivalent
Average Annual Construction Turnover			


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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 ⁴	
3	Other Financial Resources	
Total Available Financial Resources		

⁴ 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: _____

Current Contract Commitments						
No	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) ⁵	Remaining Contract Period in months (Y) ⁶	Monthly Financial Resources Requirement (X / Y)
1						
2						
3						
4						
Total Monthly Financial Requirements for Current Contract Commitments						PKR or US\$ Equivalent

⁵ 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).

⁶ Remaining contract period to be calculated from 28 days prior to bid submission deadline.

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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)	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 Bidder)				

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	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)
One Partner:					
_____ (Name of Partner)				
Each Partner:					
_____ (Name of Partner 1)				
_____ (Name of Partner 2)				
_____ (Name of Partner 3)				
All partners combined	$\Sigma D =$ Sum of available financial resources net of current contract commitments for all partners		$\Sigma D =$ _____	

- 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 2.3.3. 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			
Description of the Similarity in Accordance with Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria)			
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			


Deputy Director Construction-III
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C&W Department, Peshawar

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.

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			
Description of the Key Activities in Accordance with Criterion 2.4.2 of Section 3 (Evaluation and Qualification Criteria)			
Construction experience is required in the following key activities:			


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 Provincial Road, improvement Project
 C&W Department, Peshawar

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 <input type="checkbox"/>	Member in Joint Venture <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
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: _____


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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:

- 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:
 - o EHS resources and facilities and EHS monitoring system.
 - o Project Areas management information (base camps, quarries, burrow pits, storage areas).
 - o Health and Safety on worksites policy and related guidance.

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
- Occupational Health and Safety Specialist

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Provincial Road Development Project
Bidding Document for (KPRRDP/OCB/CW-03)
Kashgar

Schedules

Schedule of Payment Currencies

For:

KPRRDP/OCB/CW-03: PACKAGE-3: REHABILITATION AND IMPROVEMENT OF RURAL ACCESS AND FLOOD AFFECTED ROADS AND RCC BRIDGES IN DISTRICT BANNU, KARAK AND KOHAT [02-LOTS]

➤ **Lot-1:** Rehabilitation and Improvement of Rural Access Roads [04-Roads of 28.10 Km Length], District Bannu

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.

Name of Payment Currency	A Amount of Currency	B Rate of Exchange to Local Currency	C Local Currency Equivalent $C = A \times B$	D Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local Currency		1.00		
Foreign Currency #1				
Foreign Currency #2				
Foreign Currency #3				
Net Bid Price				100.00
Provisional Sums Expressed in Local Currency	To be entered by the Employer	1.00	To be entered by the Employer	
BID PRICE				

- 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.

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-03: PACKAGE-3: REHABILITATION AND IMPROVEMENT OF RURAL ACCESS AND FLOOD AFFECTED ROADS AND RCC BRIDGES IN DISTRICT BANNU, KARAK AND KOHAT [02-LOTS]

- **Lot-2:** Rehabilitation and Improvement of Rural Access and Flood Affected Roads [06-Roads of 48.80 Km Length], District Karak and District Kohat, and 02-RCC Bridges in District Karak

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.

Name of Payment Currency	A Amount of Currency	B Rate of Exchange to Local Currency	C Local Currency Equivalent $C = A \times B$	D Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local Currency		1.00		
Foreign Currency #1				
Foreign Currency #2				
Foreign Currency #3				
Net Bid Price				100.00
Provisional Sums Expressed in Local Currency	To be entered by the Employer	1.00	To be entered by the Employer	
BID PRICE				

-- 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.

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:

- For Equipment and Spare Parts: Lading / L. C. Papers, sale-purchase documents. Evidence of mobilization of equipment at project site etc.
- For Staff: The master payroll, evidence of presence of staff at project site. Payment / withdrawal of salary i.e. cross-check-bank account details

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Tables of Adjustment Data
Table A - Local Currency


KPRRD/OCB/CW-03: PACKAGE-3: REHABILITATION AND IMPROVEMENT OF RURAL ACCESS AND FLOOD AFFECTED ROADS AND RCC BRIDGES IN DISTRICT BANNU, KARAK AND KOHAT [02-LOTS]

➤ **Lot-1: Rehabilitation and Improvement of Rural Access Roads [04-Roads of 28.10 Km Length], District Bannu**

S/No	Description	Unit	Weightages	Applicable Index
1	2	3	4	5
(a)	Fixed Portion	-	0.43	-
(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 Bannu)
(d)	Cement (Ordinary Portland Cement) [for all types of Cement]	Metric Ton	0.20	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP (District Bannu)
(e)	Iron Bar (M.S. Bar) 1/2" [for all types of Steel elements]	Metric Ton	0.05	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP (District Bannu)
(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.


Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

Tables of Adjustment Data

Table A - Local Currency

KPRRDP/OCB/CW-03: PACKAGE-3: REHABILITATION AND IMPROVEMENT OF RURAL ACCESS AND FLOOD AFFECTED ROADS AND RCC BRIDGES IN DISTRICT BANNU, KARAK AND KOHAT [02-LOTS]

➤ **Lot-2: Rehabilitation and Improvement of Rural Access and Flood Affected Roads [06-Roads of 48.80 Km Length], District Karak and District Kohat, and 02-RCC Bridges in District Karak**

S/No	Description	Unit	Weightages	Applicable Index
1	2	3	4	5
(a)	Fixed Portion	-	0.39	-
(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 Karak and District Kohat)
(d)	Cement (Ordinary Portland Cement) [for all types of Cement]	Metric Ton	0.22	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP (District Karak and District Kohat)
(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 Karak and District Kohat)
(f)	Asphalt Cement in Bulk Penetration Grade 60/70 or 80/100 (in bulk)	Metric Ton	0.06	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.



 Deputy Director Construction-III
 Provincial Road, Improvement Project
 C&W Department, Peshawar

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 E: Equipment M1: Material 1 M2: Material 2 ...etc...	Nonadjustable	—	—	a: _____ b: _____ c: _____ d: _____ e: _____
				To be entered by the Bidder. (Employer may prescribed the range of weighing)
				1.00

-- Notes --

- "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.



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Investment Project

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 Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price 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


Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

Section 5: Eligible Countries

This section contains the list of eligible countries.

Eligible countries are limited to all ADB members listed at www.adb.org/about/members, other than any restrictions arising from ITB 4.8.



Deputy Director Construction-III
Provincial Government Project

Section 6: Employer's Requirements

Table of Contents

Specifications	2
Environment, Health and Safety Management Requirement	3
Drawings.....	4
Supplementary Information.....	5
Supplementary Information Regarding Works to Be Procured.....	42
Personnel Requirements	43
Equipment Requirements	45
Environmental Management and HSE Plan	46
Land Acquisition and Resettlement Framework.....	46
Project Signage Requirements	46



 Deputy Director Construction-III
 Provincial Road, Improvement Projects
 C&W Department, Peshawar

Specifications

GENERAL SPECIFICATIONS

Part-I General Specifications shall comprise the General Specification (March 1998 and addendum issued), published by the National Highway Authority with such deletions, additions and other revisions as here below described. These General Specifications are part II of the Bidding Documents.

These are provided under Volume II of the Bidding Documents.


Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

Environment, Health and Safety Management Requirement

Attached.



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C&W Department, Peshawar

Drawings

Attached.



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Pro... Improvement Project
C&W Department, Peshawar
Single-Stage: Two-Envelope

Supplementary Information

PART I SPECIAL SPECIFICATIONS

PART II SPECIAL PROVISIONS

**PART III METHOD OF MEASUREMENT FOR SPECIAL ITEMS
OF WORK**



Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

PART I SPECIAL SPECIFICATIONS

CONTENTS

	Introduction
SS-1	Sulphate Resistant Cement Concrete
SS-2	Top Soil Management
SS-3	Earthworks Management and Water Quality Protection
SS-4	Erosion Control
SS-5	Contractors Camps and Depots
SS-6	Protection of Agricultural and Horticultural Land
SS-7	Protection of Residential Land
SS-8	Protection of Business and Other Lands
SS-9	Protection of Air Quality
SS-10	Protection of Trees and Amenity
SS-11	Staff Awareness of Environmental Safeguards
SS-12	Public Complaints Register
SS-13	Monitoring and Recording
SS-14	Project Environmental Management Implementation Plan



Deputy Director Construction-III
Provincial Road Improvement Project
G&W Department, Peshawar

SPECIAL SPECIFICATIONS

INTRODUCTION

These special specifications shall be used as supplementary and in conjunction with other construction contract documents and shall be deemed to be incorporated and become part of the contract documents. In case any General Specifications are at variance with any of Special Specifications, the Special Specifications shall prevail.

SS-1 SULPHATE RESISTANT CEMENT CONCRETE

1.1 Description

This work shall consist of providing sulphate resistant cement in place of Portland cement to all classes of concrete mentioned in Item 401 of General Specification subject to the contact with soil having sulphate content more than 1% and with Ground Water having sulphate content more than 1500 ppm or as mentioned in the drawing or directed by the Project Manager.

1.2 Material Requirements

(a) Cement

Sulphate resistant cement where required shall be sulphate resistant cement type 'A' fully conforming to Pakistan Standard Specification PS No. 612 1967 and satisfying to requirements for fineness, chemical composition, strength, setting time and soundness etc. The average compressive strength of three mortar cubes prepared with 1:3 cement and standard silica sand mortar shall not be less than 20.0 N/sq.mm. at seven days. The initial setting time shall not be less than 45 minutes and final setting time not more than 10 hours.

(b) Aggregate

Fine and coarse aggregate shall be as specified in Item 401 of General Specifications.

(c) Water

Water shall be as specified in Article 401 of General Specifications.

1.3 Construction Requirements


The construction requirements of concrete with sulphate resistant cement shall be fully as specified in Item 401 of General Specifications.

1.4 Measurement and Payment

The quantity of concrete with sulphate resistant cement shall be measured exactly in same way as mentioned in Item 401 of General Specifications and subsequently paid as elaborated under Item 401 of General Specifications.

1.5 Payment

Payment shall be made as entered in the Bill of Quantities for ordinary Portland cement concrete items. In addition to that the difference in cost between ordinary and sulphate resistant cement shall be paid as compensation for the use of sulphate resistant cement.


Deputy Director Construction-III
Provincial road, improvement Project
C&W Department, Peshawar

SS-2 TOPSOIL MANAGEMENT

The Contractor will:

1. strip and stockpile for further use such topsoil as can be identified on the area that will be subject to excavation and disturbance; and
2. ensure that the stockpile is suitably bunded to prevent topsoil washing from the stockpile site; and
3. ensure that the stockpile does not become a site for dust generation by sowing it to suitable grass species if the stockpile is likely to remain in situ for a period in excess of 6 months; or
4. ensure that it is regularly watered if it is likely to remain in situ for less than 6 months; and
5. ensure that the stockpile site is located at least 30m distant from any waterway; and
6. ensure that any weeds that germinate on the stockpile are controlled with an acceptable herbicide.

SS-3 EARTHWORKS MANAGEMENT AND WATER QUALITY PROTECTION

The Contractor will:

1. ensure that excavated material that is in excess of requirements for fill materials is disposed of on sites that are located not nearer than 50m to any watercourse to the satisfaction of the Project Manager. The following exception may apply in specified circumstances:
 - 1.1 rock and stone material that is not likely to contribute to an increased in sediment loads in watercourses may be disposed of below the road when there will be no impact on any land managed for agricultural, horticultural or business purposes or used for residential purposes; and
 - 1.2 if there are likely to be any such impacts the action will only be permitted with the prior agreement of the landholder and occupier and the Project Manager and evidence of such agreements must be provide by the Contractor on request; and
 - 1.3 he earth / rock moving activity must not exacerbate any erosion potential, damage the road fill or any retaining structures or increase the risks of floods in any watercourse.
2. ensure that adequate drainage is provided for surface water to flow under or around the construction site so that it does not cause erosion on any excavated or disturbed and rehabilitated sites; and
3. ensure that all drainage channels are adequately protected so that they are not subject to water scour or erosion; and
4. ensure that all drainage channels and protection are installed prior to commencement of earthworks except with the specific prior agreement of the Project Manager; and

5. ensure that sediment fences, hay bales and other measures as agreed with the Project Manager are correctly installed prior to excavation and disturbance and maintained so as to minimise transport of sediment from the construction site into adjoining waterways; and
6. ensure that sediment material that is recovered from sediment control structures is disposed of at sites at least 30m distant from any waterways; and
7. ensure that any alterations to drainage channels within the ROW are undertaken in accordance with Special Provision SP-10 – Relocation of Water Courses within the ROW; and
8. ensure that embankment construction in pond areas is undertaken in accordance with Special Provision SP-8 – Construction of Embankments in Pond Areas; and
9. ensure that if any access along canal roads is required it shall be undertaken in accordance with Special Provision SP. Access and Canal Roads and shall include measures to prevent pollution of canal water by construction activities and vehicles, plant and machinery using the road.

SS-4 EROSION CONTROL

The Contractor will:

1. limit the extent of excavated, disturbed and unrehabilitated land so as to minimise the erosion risk from the project. The permissible extent of such area will be agreed with the Project Manager according to seasonal conditions; and
2. ensure prompt rehabilitation of excavated and disturbed sites by experienced trained staff following completion of roadworks. Such rehabilitation will include the following:
 - 2.1 spreading of topsoil that has been stockpiled in accordance with SS-2; and
 - 2.2 prompt establishment of fast-growing grass, shrub and tree species that are suitable for the site (see Accompanying Note 1). Such plants shall be established in accordance with Special Provision SP-9 – Furnishing and Planting Trees; and
3. ensure that bunds and diversion drains are installed around the construction site prior to excavation and disturbance so that surface run-off external to the construction site does not enter the site; and
4. ensure that such headwalls, retaining walls, revetments and other such structures are erected prior to excavation and disturbance in agreement with the Project Manager.

SS-5 CONTRACTORS CAMPS AND DEPOTS

The Contractor will ensure that any camps and depots that are erected will comply with the following:



1. the Project Manager will provide his agreement as to the suitability of the site for its intended purpose. Factors to consider in determining suitability will include:
 - 1.1 availability of services such as electricity, sanitation and potable water; and
 - 1.2 adequate capacity to allow parking of plant and machinery within a lockable compound to ensure after hours security; and
 - 1.3 adequate capacity to ensure that all materials can be stored within the depot area; and
 - 1.4 vehicular and machinery access that meets safety requirements for Contractor and sub-contractor staff and other road users; and
 - 1.5 compatibility with adjacent land uses so that use of the site will not cause undue disturbance to neighbours; and
2. all refuelling and servicing of plant and machinery shall only be undertaken within an area that has an impervious surface and adequate bunding to prevent any spills from leaving the depot site; and
3. unpaved surfaces will be regularly watered to ensure that they do not become sources of dust; and
4. following completion of the road works camp sites will be cleared and rehabilitated.

SS-6 PROTECTION OF AGRICULTURAL AND HORTICULTURAL LAND

The Contractor will ensure that the road works are undertaken in a manner that recognises the value and limited extent of agricultural and horticultural land. In particular the Contractor will.

1. ensure compliance with General Conditions – Interference with Traffic and Adjoining Properties; and
2. plan and undertake the road works, drainage works and other ancillary works in a manner that minimises impacts on agricultural and horticultural land and associated infrastructure such as irrigation works; and
3. ensure that any works to provide temporary alterations to irrigation flow are undertaken in accordance with Special Provision SP-10 – Irrigation Flow; and
4. plan and undertake the road works and other works so as not to cause and adverse impacts on surface water drainage on such land; and
5. consult with and obtain the agreements of the land holder and occupier and the Project Manager prior to undertaking any works or excavations that will have an impact on such land and infrastructure; and
6. promptly rectify any damage to agricultural lands and horticultural lands or infrastructure to the satisfaction of the Project Manager Damage to Services, Earthworks, etc.

SS-7 PROTECTION OF RESIDENTIAL LAND

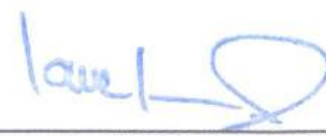
The Contractor will ensure that the road works are planned and undertaken in a manner that recognises the presence of dwellings and residential land in close proximity to the road works. In particular the Contractor will.

1. ensure compliance with General Conditions – Interference with Traffic and Adjoining Properties; and
2. plan and undertake the road works, drainage works and other ancillary works in a manner that minimises impacts on dwellings and residential land and associated infrastructure such as access roads and tracks; and
3. plan and undertake the road works and other works so as not to cause and adverse impacts on surface water drainage on such land; and
4. plan and undertake the road works and other works so as not to cause any reduction in the amenity of residents. In particular the Contractor will ensure that measures are put in place to mitigate adverse impacts from dust, noise and vibration; and
5. consult with and obtain the agreements of the land holder and occupier and the Project Manager prior to undertaking any works or excavations that will have an impact on such land and infrastructure; and
6. promptly rectify any damage to such land and dwellings and associated buildings to the satisfaction of the Project Manager and in accordance with Special Provision SP-14 – Making Good Damage to Services, Earthworks, etc.

SS-8 PROTECTION OF BUSINESS AND OTHER LANDS

The Contractor will ensure that the road works are planned and undertaken in a manner that recognises the presence of businesses and other land uses close proximity to the road works. In particular the Contractor will.

1. ensure compliance with General Conditions – Interference with Traffic and Adjoining Properties; and
2. plan and undertake the road works, drainage works and other ancillary works in a manner that minimises impacts on businesses (including access for customers and delivery vehicles) and other land uses in bazaars and elsewhere along the road; and
3. plan and undertake the road works and other works so as not to cause any adverse impacts on surface water drainage on such land; and
4. consult with and obtain the agreements of the land holder and occupier and the Project Manager prior to undertaking any works or excavations that will have an impact on such land and infrastructure; and
5. promptly rectify any damage to such land and dwellings and associated buildings to the satisfaction of the Project Manager and in accordance with Special Provision SP-14 – Making Good Damage to Services, Earthworks etc; and



6. plan and undertake the road works and other works so as not to cause any adverse impacts from noise, dust and vibration.

SS-9 PROTECTION OF AIR QUALITY

The Contractor will ensure that the road works are planned and undertaken in a manner that minimises adverse impacts on air quality in the vicinity of the project. In particular the Contractor will.

1. ensure that dust controls as specified in SS-2, SS-5, SS-7 and SS-8 are implemented to the satisfaction of the Project Manager; and
2. ensure that all vehicles, plant and machinery used in conjunction with all aspects of the project are not causing any visible air pollution; and
3. ensure that any fires lit in conjunction with the project do not cause any loss of amenity for surrounding residents.

SS-10 PROTECTION OF TREES AND AMENITY

The Contractor will ensure that the road works are planned and undertaken in a manner that minimises adverse impacts on the existing visual amenity of the project area. In particular the Contractor will ensure that:

1. trees are only removed once the requirement for the removal has been clearly established, and no design or construction alternatives are available.
2. no trees are removed without the prior agreement of the Project Manager; and
3. the products of any removed trees are disposed of in accordance with the directions of the Project Manager; and
4. trees that every tree that is removed shall be replaced by 2 trees with similar amenity potential provided (see Accompanying Note 2) and established in accordance with Special Provision SP-9 – Furnishing and Planting Trees.

SS-11 STAFF AWARENESS OF ENVIRONMENTAL SAFEGUARDS

The contractor is responsible for informing employees and subcontractors of their environmental obligations, and for ensuring that employees are adequately experienced and properly trained to conduct the works in a manner to minimise environmental impact. Therefore, the Contractor will:

1. ensure that all Contractor and Sub-contractor staff are aware of the Special Environmental Provisions and their role in implementing them; and
2. provide environmental site induction for all subcontractors and employees; and
3. maintain records of all staff that have attended training sessions; and
4. ensure that no personnel are permitted on the work site who have not attended an environmental induction.

SS-12 PUBLIC COMPLAINTS REGISTER

The Contractor will:

1. maintain an up-to-date register of public complaints. The register will record details of the following:



- 1.1 name, address and telephone number of the person or business making the complaint; and
 - 1.2 date of the complaint; and
 - 1.3 nature of the complaint; and
 - 1.4 person to whom the complaint was referred to action; and
 - 1.5 proposed action to address the complaint; and
 - 1.6 date of completion of action to address the complaint; and
 - 1.7 date of advice to complainant that action has been undertaken.
2. ensure that the register is made available to the Project Manager for his inspection upon request.

SS-13 MONITORING AND RECORDING

The Contractor will:

1. provide the Project Manager with a regular status report on the implementation of the SEPs during the currency of the contract. The reports will include details of:
 - 1.1 all environmental aspects of the project including construction update summary; and
 - 1.2 developing environmental issues; and
 - 1.3 mitigation measures implemented; and
 - 1.4 effectiveness of control measures.
 - 1.5 maintenance of controls.
 - 1.6 results of monitoring.
 - 1.7 audit results and corrective action; and
 - 1.8 environmental induction and training; and
 - 1.9 complaints summary
2. undertake regular and routine audits and inspections of environmental mitigation measures in consultation with the Project Manager. :
3. maintain a record of measurements and inspections that includes:
 - 3.1 records of measurements; and
 - 3.2 photographs of mitigation measures; and
 - 3.3 records of requests to rectify problems; and
 - 3.4 records that problems have been rectified; and
4. provide copies of all records to the Project Manager upon request.

SS-14 PROJECT ENVIRONMENTAL MANAGEMENT IMPLEMENTATION PLAN


Deputy Director Construction-III
Provincial Road, improvement Project
S&W Department, Peshawar

The Contractor will develop and implement a Project Environmental Management Implementation Plan (PEMIP) to the satisfaction of the Project Manager. The EMIP will.

1. provide details of how the SEPs will be implemented and managed on site; and
2. how the Contractor will mitigate construction impacts; and
3. document the Contractor's response to inspecting, monitoring, verifying, internal auditing and correcting or improving environmental performance; and
4. provide a schedule of environmental management requirements for each identified issue including reference to the:
 - 4.1 item number as identified in the corresponding EMP schedule; and
 - 4.2 action required to implement the EMP measure; and
 - 4.3 inspection and test frequency; and
 - 4.4 acceptance criteria; and
 - 4.5 evidence; and
 - 4.6 Contractor's responsible staff; and
5. Describe the document control system to be applied to the contract.

Accompanying Note No. 1:

Plant species for rehabilitation of disturbed and excavated sites.

The following species mix / planting escapement is recommended:


- ◆ Tree / shrub species mix to comprise a mixture of 50% Robinia, 40% Ailanthus and 10% other evergreen broad-leaved species planted at intervals of 3m x 3m intervals as measured horizontally. Other evergreens could include suitable species of Acacia and / or Albizia.
- ◆ Grass species mix comprising a mixture of Kabal (*Cynodon dactylon*) and Pesholamai (*Cenchrus setigerous*). The grasses should be planted at intervals of 0.6. x 0.6m between the tree / shrub species.

Accompanying Note No. 2:

Plant species to provide avenue effect.

The following species mix / planting escapement is recommended:

- ◆ Tree species mix to comprise a mixture of 40% Forest Red Gum (*Eucalyptus tereticornis*), 40% Lemon Scented Gum (*Eucalyptus citriodora*) and 20% Chinar planted at 5m intervals parallel to the road alignment.


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Section II – Special Provisions

INTRODUCTION

These Special Specification shall be used as supplementary and in conjunction with other construction contract documents and shall be deemed to be incorporated and become part of the contract documents. In case any General Specifications are at variance with any of Special Provisions, the Special Provisions shall prevail.

SP-1 DETOUR ROADS AND TRAFFIC CONTROL DEVICES

1.1 Detour Roads

The Contractor shall conduct his operations to ensure the least possible obstruction and inconvenience to the public. He shall have under construction no greater length or amount of work than he can execute properly with due regard to the rights of the public. The method of construction and maintenance of the detour shall be as approved by the Project Manager in writing. The detour shall consist of natural surface, properly graded and compacted, and later maintained by watering and rolling as required by the Project Manager and to his satisfaction, for smooth passage of the road traffic. Detours shall be properly maintained at all times to the satisfaction of the Project Manager's Representative.

1.2 Traffic Control Devices

The Contractor shall furnish and maintain for the control of traffic signs, barricades, and flagmen as are necessary for the movement of the traffic. The Contractor shall prepare and submit to the Project Manager's Representative for his approval, sketches outlining in detail the locations, types, numbers of traffic signs, barricades, warning lights and flagmen he proposes to utilise for the traffic control. The contractor shall work according to instructions given by the Project Manager's Representative.

- 1.2.1 Normal size of the board shall be 1.2 m x 1.2 m square shaped plywood material with black letter painted with reflective paint on a yellow background. Letters shall be minimum of 12 cm in height. Signs shall be placed at 100 meters interval, commencing 500 meters from the starting point of the work site. The sign shall be placed approximately 2 meters on the right side and 1.5 meter above the edge of the pavement and facing the incoming traffic. Typical wordings to be written on the signboards shall be:

DIVERSION AHEAD, FLAGMEN AHEAD, MEN WORKING, SLOW AND STOP, ROAD CLOSED AHEAD. In addition, other warning–or regulatory signs shall be developed and located as the Project Manager may direct.

1.3 Barricades

Wooden cross bars, nominally 25 cm x 2 cm and 1.2 meter wide shall be painted diagonally with reflective paints in 15 cm width in black and white alternating stripes and mounted on 15 cm wooden pegs, 1.2 meter high, fastened to a suitable base platform. If necessary for

stability, the base shall be weighted with sandbags, rocks or other materials. Barricades shall be located on the roadway not more than 100 meters from each site of construction.

1.4 Warning Light

Warning lights shall be of a design approved by the Project Manager's Representative. Normally, warning lights shall be placed on all barricades and shall remain enlightened from sunset to sunrise.

The Project Manager's Representative may direct placement of additional warning lights at other locations for the safety and proper flow of traffic.

1.5 Flagmen

Flagmen shall be provided with two hand signs at all times, the hand signs shall be of paddle type, 30 cm in diameter; one painted STOP / GO and the other painted SLOW. Flagmen shall be posted at the beginning and end of the restricted section and at intervals of 500 meters within the restricted section. The contractor shall install signs, lights, barricades and furnish flagmen as specified above or as directed by the Project Manager's Representative and shall maintain all such devices in good working conditions. The contractor shall be fully responsible for the public safety for the full duration of the contract period. The Contractor shall use every precaution possible to safeguard the person and the property of the travelling public and to divert traffic from the road on which the work is in progress. Failure of the Project Manager's Representative to notify the Contractor to maintain barrier, lights, signals or watchmen shall not relieve the contractor from his responsibility.

1.6 Payment

No payment for such detours, temporary structures and maintenance thereof and for the provision, maintenance and operation of Traffic Control Devices, shall be made to the contractor and the costs shall be deemed to be included in the price of relevant items of pavement construction in the Bill of Quantities. The Project Manager's Representative reserves the right to have detours constructed and maintained at the risk and cost of the Contractor if he fails to do this work as required.

SP-2 FACILITIES BY THE EMPLOYER

2.1 Additional Land Areas

All the land required for the construction of the road shall be provided by the Employer as warranted in the clauses of agreement. If the contractor requires additional land other than for the construction purpose of the road, for any purpose for the project other than made available to him, it shall be his sole responsibility and at his own expense to procure, rent or lease such additional land. The cost of procuring renting, leasing or payment of royalties connected with extracting or processing the materials shall be borne by the contractor and shall be considered to be included in the unit price of various items of works.

SP-3 SUPPLY AND INSTALLATION OF TRAFFIC ROAD SIGNS

Notwithstanding the provision of General Specification, the traffic road signs shall also meet the specifications for manufacturing and installation as given in the "Manual of Uniform Traffic Control Devices. **Ministry of Communications, Highway Safety Wing, Government of Pakistan, 1989**".

The work shall be measured and paid for as per unit prices given in the Bill of Quantities which shall be full compensation for all labour, material, equipment, etc.

SP-4 DISMANTLING OF STRUCTURES

Notwithstanding the provisions of Item 510 of the General Specifications, Stone / Bricks available from dismantling of existing structures shall be re-used and necessary deductions from relevant item of work of New Masonry Structures shall be made in accordance with rate analysis.

SP-5 SUPPLY OF BITUMEN AND CEMENT, ETC.

The Contractor shall arrange and ensure timely supply of Bitumen, Cement and other materials required in the Work. The Employer does not assume any responsibility for the supply of materials. However, the Employer shall issue a certificate of the estimated requirement of the quantity of Bitumen and Cement at the specific request of the Contractor.

SP-6 ELECTRIC SUPPLY

The Contractor shall make arrangement for the electric power supply and distribution of the same at the Site of Works for the completion of the Works at his own expense.

SP-7 BORROW AREAS

The Contractor shall make his survey / enquiries regarding the suitable and nearest Borrow Areas for embankment, granular fill, base and sub-base materials etc., and shall apply to the Project Manager for approval for the use of the borrow area. It will be the responsibility of the Contractor to acquire the Borrow Areas approved by the Project Manager and pay for all royalties / malkana and all other costs. In case the materials from the approved Borrow Areas do not meet the Specifications, in the opinion of the Project Manager and Engineer's Representative, the Contractor shall have to propose new Borrow Areas for approval, and nothing shall be paid to the Contractor for abandonment of the previously approved Borrow Areas. Additional information regarding borrow and quarry sites shall be made available to the Project Manager and Engineer's Representative.

SP-8 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of these Specifications, or in exercising any power of authority granted to them by or within the scope of the Contract, there shall be no liability upon the Employer or his authorized representatives either personally or as officials of the Government, it being understood that in all matters they act solely as agents and representatives of the Government.

No member or officer of the Government or the Employer or the Employer's Representative or any one of their respective staffs or their employees shall be in any way personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein, contained.

SP-9 ACCESS AND CANAL ROADS

If the Contractor finds it necessary or elects to use existing canal roads, the Contractor shall make all necessary arrangements and obtain all permits from the provincial Irrigation Department for travel over and use of such canal roads. The Contractor shall observe all rules regulations of the Irrigation Department regarding the use of said canal roads. The cost of maintaining all necessary safety measures and temporary structures and making any necessary repairs, replacements or similar operations and all or any other costs required by reasons of his use of such canal roads shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such operation or interference.

SP-10 IRRIGATION FLOW

The Contractor shall conduct his operations so as to offer the least possible obstruction for maintaining flow in irrigation canals, channels and water courses. The Contractor shall observe all rules and regulations of appropriate authorities regarding the interruption and maintenance of flow in irrigation canals, channels and water sources and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs and expenses whatsoever arising out of or in relation to any such construction, operations or interferences with irrigation flows.

The Contractor shall maintain alternate channels wherever temporary relocation of irrigation channels is required or where his operations disrupt the irrigation flow, without any compensation from the Employer.

SP-11 UTILITY LINES

The Contractor shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incident to the protection of and avoidance of interference with power transmission, telegraph, telephone and natural gas lines, oil lines water and sewerage mains and other utilities within the areas of his operations in connection with this Contract and the cost thereof shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in relation to any such interference.

SP-12 FIRST AID FACILITIES

The Contractor shall provide and maintain adequate First Aid Facilities convenient to the Site to the approval of the Employer.

SP-13 LOCATION OF CONTRACTOR'S CAMP

The location of houses, barracks, stores and offices, etc., shall be determined in agreement with Employer. Installation for the supply of electricity and water, fuel, lighting, etc., must be present to the necessary extent.

SP-14 MAKING GOOD DAMAGE TO SERVICES, EARTHWORK, ETC.

The Contractor shall make good at his own cost, all damages to telephone, telegraph and electric cables or wires, sewers, water or other pipes and protective works and retaining structures, except where the Authority, Employer or Private Party owning or responsible for the same elects to make good the damage.

All injuries to the surface of the land, to the beds of water courses, protecting banks, riverbeds, etc. where disturbed by the works (other than where specifically ordered by the Employer), shall be repaired by the Contractor or the Authorities concerned, at the Contractor's expense. All such making good shall be to the approval of the Employer.

SP-15 RETURNS OF PLANT, MATERIALS, ETC.

The Contractor shall forward to the Employer at the end of each month returns showing the Constructional Plant, materials, etc., on Site, in a form prescribed by the Employer.

SP-16 METHOD OF MEASUREMENT

The measurement of the Work shall be performed on the basis of the Specifications. If these measurements exceed the measurements indicated in the Specifications and Drawings, excepting those directed by the Employer, such excess shall be on the account of the Contractor, and he shall not be entitled to any compensation therefor. But if they are less than the measurements indicated in the Specifications and Drawings then the Works actually executed shall be measured, provided they are technically acceptable and there is no provision to the contrary in any other part of the Contract Documents. All work completed under the Contract shall be measured according to the metric system for all items, unless otherwise provided herein or in the special Provisions. All longitudinal measurements for area or volume will be made horizontally along the road centre line, and no deduction will be made for individual fixtures in the pavement having an area of 1 sq. Meter or less. All transverse measurements for area or volume of pavement courses will be made horizontally in accordance with the dimensions indicated on the plans, or the dimensions ordered by the Employer. In computing volume of excavation, embankment and borrow, the average end-area method will be used.

Quantities of materials wasted or disposed off in a manner not called for under the Contract or rejected loads of materials, including material rejected after it has been placed by reason of the failure of the contractor to conform to the provisions of the Contract, or material not unloaded from the transporting vehicle, or material placed outside of the lines indicated on the drawings or established by the Employer, or material remaining on hand after completion of the work will not be paid for and such material should be disposed off by the Contractor at his own expense. No compensation will be allowed for hauling rejected materials. The Works shall be measured net notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.

SP-17 RECORD OF MEASUREMENTS

The Contractor will supply to the Employer's Representative six (6) copies of the abstract of Contractor's certificate of payment every month along with two copies of detailed measurements, quality control tests and cross sections with calculations, and any other document or information which form the basis of payment.

SP-18 DANGEROUS MATERIALS

The Contractor and his sub Contractors shall convey, store and make use of all explosives, dangerous petroleum, acetylene, carbide of calcium and other similar material provided by them for use in or on the works in strict accordance with the provision of all laws, orders and regulations that are in force at the Site or may be issued from time to time by the Government.

Table of Contents for Special Items of Works (SIW)

Item No.	Description	Page No.
SIW-1	Temporary Road Works for Traffic Diversion	
SIW-2	3.2 Definitions - General Specifications	
SIW-3	Requirement For Asphalt Cement	
SIW-4	Precast Prestressed/Post tensioned Concrete Girder	
SIW-5	Galvanized Iron Drainpipe 75 mm diameter	
SIW-6	PVC pipes, Sch. 40 200 mm diameter or services	
SIW-7	Exploratory/Confirmatory Boring and Soil testing, including soil investigation reports	
SIW-8	Formation of shoulder with permeable material	
SIW-9	Water Bound Macadam	
SIW-10	Structural Excavation and Backfill	
SIW-11	Grooving of Existing Road Pavement of Size 4X4 CM @ 2 M C/C	
SIW-12	Assemblies Expansion Joints	
SIW-13	Providing and filling sand behind abutment	
SIW-14	Grouted Stone Pitching	
SIW-15	Premoulded joint filler	
SIW-16	Plum Concrete	

Item No.	Description	Page No.
SIW-17	Steel Wire Mesh for Gabion	
SIW-18	Vehicles for Construction Supervision Consultants	

PART III - METHOD OF MEASUREMENT FOR SPECIAL ITEM OF WORKS

INTRODUCTION

The special instructions of work are specified to the project and to be read and interpreted in conjunction with other construction contract documents and are part of contract document. In case of any variation with the **items/sub-items** of works of General Specifications, provision of special provisions shall prevail.

SIW-1 Item 705 Temporary Road Works for Traffic Diversion

Delete the 7.5.2 and add the following:

Measurement and Payment

No measurement shall be made for providing, maintaining, removal and disposal of temporary road works for diversion of traffic. The costs of the work involved as specified herein shall be deemed to be included in other pay items of Bill of Quantities.

In case the Contractor fails to maintain the traffic with a reasonable smooth and dust free riding surface, to the satisfaction of the Project Manager, the Project Manager may so certify in writing to the Employer and the Employer may thereupon employ any other person(s) to carry out the same and recover all expenses consequent and incidental thereto from the Contractor without voiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer or the Project Manager by the Contract.

Add to Item 705 the following:

The Contractor shall conduct his operations so as to offer the least possible obstruction and inconvenience to the public. The riding surface of detours and temporary road works shall be maintained smooth and dense by regular grading, sprinkling and rolling operations. Traffic shall not be permitted on to any portion of the Works unless expressly permitted by the Project Manager in writing.

SIW-2 2.2 Definitions - General Specifications

In item 3.2 of General Specifications, Definitions, add:

Page G-10 Replace definition of Boulder with the following new definition:

"A hard durable stone or rock fragment, usually rounded by weathering or abrasion, with an average dimension of 15 cm or more, but not less than 15cm in shorter side".


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SIW-3 Requirement for Asphalt Cement

Add the limits for the "Softening point" in Table as follow:

	40 – 50		60 – 70		80 – 100	
	Min	Max	Min	Max	Min	Max
Softening Point C	47	58	44	54	41	51

SIW 4 Item 405 Precast Prestressed/Post tensioned Concrete Girder**4.1 Description**

This work shall consist of pre-stressing/post tensioning precast or cast-in-place concrete members of super structure of bridge including girder, diaphragm, deck slab etc. by furnishing, placing and tensioning steel in accordance with details shown on the drawings and specified in item 405 of the general specifications or as directed by the Project Manager.

4.2 Measurement and PaymentPre-stressed Concrete Girders

Measurement and payment of pre-cast, pre-stressed girders as mentioned in Clause 405.1 of General Specifications shall include supply, haulage, assembling, installation pre-stressing anchorages, pre-stressing steel, sheath, stressing of cables with jacks, injection of cement grout in cables, cutting of projecting ends, making good anchorage recesses with concrete, handling and all other items required for completion of job as per pay item SIW-4 Payment for Concrete Class D and steel reinforcement Grade 60 shall be made in accordance with General Specifications Items 401d and 404b respectively.

Launching of Girders

Launching of girders shall be carried out in the field as directed by the Project Manager. Cost for items shall include launching of the Girders in place including lifting and handling any number of times including temporary works and all other items required for completion of launching of girders.

Pay Item No.	Description	Unit of Measurement
A.		
SIW 4a Item 405	Pre- stressing High tensile Steel including sheathing, anchorages assemblies, grouting And stressing complete in all respect.	Kg
SIW 4b Item 405	Launching of Girders in place including lifting & handling including temporary works ----- m long.	Ton

SIW 5 Galvanized Iron Drainpipe

5.1 Scope

The Contractor shall furnish and place galvanized iron drainpipe (AASHTO Standards M1118-80 (1986) in accordance with the plan of Bridge deck, specifications and or as ordered by the Project Manager.

5.2 Materials

The Galvanized Iron pipe shall conform to the requirements of ASTM Designation A120.

5.3 Construction

Where the pipe is used for bridge drains it shall be cast in the deck and top cut flush with the deck surface.

5.4 Measurement

The quantity to be paid for under this item will be the number of pipes incorporated in the work in accordance with the plans and specifications and as directed by the Project Manager.

5.5 Payment

The unit price bid per number shall include the cost of furnishing all labour, materials and equipment necessary to complete the work.

Pay Item No.	Description	Unit of Measurement
SIW 5	Galvanized iron drainpipe, 75 mm diameter.	No.

SIW 6 PVC Pipes for Service

6.1 Scope

The Contractor shall furnish and place PVC pipes in accordance with the plan of Bridge deck, specifications and or as ordered by the Project Manager.

6.2 Materials

The PVC pipe shall conform to the requirements of ASTM Standard D 1785-03 Schedule 40.

6.3 Construction

Where the pipe is used for services, it shall be laid under the walkway as shown on the drawings or as directed by the Project Manager.

6.4 Measurement

The quantity to be paid for under this item will be the net overall length of pipes and fittings as fixed in accordance with the plans and specifications and as directed by the Project Manager.

6.5 Payment

The unit price bid per linear meter shall include the cost of furnishing all labour, materials and equipment necessary to complete the work.

Pay Item No.	Description	Unit of Measurement
SIW 6	PVC pipes, Sch. 40 200 mm diameter for services	M

SIW 7 Item 407 EXPLORATORY/CONFIRMATORY BORING, SAMPLING AND TESTING

7.1 BORING, SAMPLING AND TESTING

7.1.1 Description

Exploratory/confirmatory boring and tests may be required at the sites of proposed bridge structures or at any other location as directed by the Project Manager. The works to be executed comprise of drilling/boring for bridge/road sub-soil Investigation, laboratory testing of retrieved samples, and interpretation of results and submission of report.

The number of boreholes required would be as directed by the Project Manager. The borings shall extend to a depth of at least five (5) meters below the pile tip elevation at bridge sites as indicated in the drawings and minimum of 10 meters at other locations as directed by the Project Manager.

Sub-surface conditions shall be investigated by straight rotary borings as specified below:

- Length of each borehole: as directed by the Project Manager.
- Standard penetration tests at every 1.0m interval.
- Extraction of undisturbed samples in cohesive strata.
- Collection of disturbed samples.
- Disturbed and undisturbed soil samples taken by split deniser/pitcher/Shelby tube to be tested as directed by the Project Manager. The tests could include one or more of the following tests on selected soil samples:
 - 1) Natural Moisture Content, Density & Specific Gravity
 - 2) Grain Size Analyses
 - 3) Atterberg limits
 - 4) Undrained triaxial tests
 - 5) Unconfined compression strength tests

- 6) Consolidation tests
- 7) Direct shear box tests
- 8) Natural moisture and unit weight
- 9) Soluble sulphate content in soil/water

7.1.2 Equipment and Method

a) Equipment

The boring, drilling, excavating sampling and testing equipment selected by the Contractor shall be such as to be most suited to the subsurface strata likely to be encountered, to enable an accurate determination of strata changes and obtain samples with minimum sample disturbance.

b) Drilling Method

Drilling shall be by straight rotary drilling using casing or wash basing technique.

7.1.3 Field Testing and Sampling

The Standard Penetration Tests (SPT) shall comply with ASTM D 1586. SPT's shall be carried out in the borehole at every 1.0 m interval and at changes of strata.

a) Undisturbed Samples

The undisturbed samples shall be taken in cohesive soils from the boreholes at the depths designated by the Project Manager during the execution of work. The procedure shall conform to ASTM-D 1587

b) Disturbed Sample

Small disturbed sample shall be taken from the cutting shoe of thin wall tube sampler and from split spoon samples.

c) Ground Water Observations

Ground water when encountered shall be recorded in all boreholes. All unusual water conditions and elevations at which such conditions are encountered shall be carefully observed and recorded by the Contractor.

d) Log of Boreholes

A continuous log of each borehole shall be completed by the Contractor in the field and shall be submitted in duplicate to the Project Manager within two days after each borehole is completed. The format of all logs shall be in

accordance with ASTM D2488 – 84, standard practice for description and identification of soils (visual – manual procedure), subject to the approval of the Project Manager.

7.1.4 Laboratory Testing.

Laboratory testing should be conducted to determine the relevant engineering properties and identify the most severe design criteria. Types of tests required shall be as given in article 7.1.1 above. Frequency of tests shall be as approved by the Project Manager.

7.1.5 Geo-technical Report

The report shall include, but will not be limited to:

- i) A layout plan showing the actual location of boreholes.
- ii) General information about the site, including a description of general subsoil conditions and the subsurface strata encountered.
- iii) Logs of boreholes.
- iv) Results of Field and Laboratory tests, observations and analysis.
- v) Recommendation on type of support (i.e., pile or footing foundation).
- vi) Allowable loading and bearing capacities.
- vii) Settlement considerations.
- viii) Corrosion effect of soil and water encountered in the boreholes.

7.1.6 MEASUREMENT AND PAYMENT

The measurement and payment for the work specified above for drilling of boreholes including collection of disturbed, undisturbed and rock core samples, performing the field and laboratory testing and compilation and presentation of reports shall be done and paid against Provisional Sum given in the BOQ.

Pay Item No.	Description	Unit of Measurement
SIW –7 a	Exploratory/Confirmatory Boring	M
SIW – 7 b	Soil testing, / investigation report	L. Sum
SIW 8	Formation of shoulder with permeable material Passing less than 7 % from 200 sieve and P.I less than 4 as specified.	

8.1 Description

This work shall consist of placing a 15 cm layer of permeable material as required by the drawings and in accordance with the specifications and in conformity with the lines, grades and typical cross-sections shown on the plans or established by the Project Manager. The layer shall be compacted

to at least 95% maximum dry density as determined by AASHTO T-180 method B or D whichever is applicable

8.2 Material Requirements

Material for "Formation of shoulder with permeable material passing less than 7 % from 200 sieve and P.I less than 4 as specified according to Drawing as per Engineer Instructions" shall consist suitable material of permeable material from quarry. The material should follow the following gradation:

<u>Sieve Size</u>	<u>Percentage Passing</u>
75mm	100
19mm	80-100
No.4	60-80
No.40	40-60
No.100	0-15
No.200	0-5

The material under this item shall conform to the following Specification.

CBR of the material shall not be less than Fifty (50) percent, determined in accordance with AASHTO T-193. CBR value shall be obtained at a density corresponding to ninety five percent (95%) of the Maximum Dry Density determined from AASHTO T180-93.

Swell value of the material for embankment formation shall not exceed three tenth (0.3) percent. In case sandy material be used for embankment formation, it shall be properly confined with a material approved by the Project Manager and shall not be used on slopes of embankment.

Plasticity Index should not be more than 4%.

The grading of the material should be such that the intrusion of fines into the Crush Stone Layer from the crush material just under it or from natural ground surface is avoided. For this condition to be met, it will be required that the ratio

- i) $D_{15} \text{ filter} / D_{15} \text{ soil} \geq 5$
- ii) $D_{15} \text{ filter} > 0.074 \text{ mm (+sieve\#200)}$
- iii) $(D_{60} / D_{10}) \text{ filter} \leq 20$

D15 and D60 mean the particle diameters corresponding 60% and 15% respectively, passing (by weight) in a grain size analysis.

8.3 Construction Requirements

The Crush Stone Layer may be used in Waterlogged area for Filtration purpose.

8.4 Measurement and Payment

8.4.1 Measurement

Measurement shall be the same as 108.4.1 of the General Specifications.

8.4.2 Payment

The quantity to be paid for shall be the number of cubic meters placed as crush stone layer, payment will be deemed to include taxes of local, Provincial and Federal Government, cost of hauling all lead and lift, spreading watering, rolling, labour, equipment tools and incidental necessary to complete this item.

Pay Item No.	Description	Unit of Measurement
SIW 8	Formation of shoulder with permeable material Passing less than 7 % from 200 sieve and P.I less than 4 as specified.	CM

SIW-9 Item 206 Water Bound Macadam

206.3.3 Add the following text after the last line of para six (6)

Water Bound Macadam has been proposed in this project as a stiff base layer. There is, as such, no compaction procedure available in the NHA Specifications. For determination of percentage of field compaction for Water Bound Macadam any one of the following two alternatives shall be adopted as directed by the Project Manager¹.

Alternative I:

Lab. Density

As per general practice the WBM consists of stone and filler in the ratio of 70-80% of stones and 20-30% of filler (Stone Dust). It is suggested that a sufficient quantity of WBM Aggregate shall be sampled from site and mixed with filler (stone dust) in the ratio of 75:25. The bulk sample thus prepared may be sieved on 3/4" sieve and material retained on 3/4" sieve discarded. The residual sample shall be used to determine M.D.D. as per AASHTO T180. Alternatively, the Project Manager may allow sampling from a representative compacted reach for obtaining sample and subsequent determination of Lab. M.D.D.

Field Density

The field density test may be carried out in accordance with AASHTO T-191, with the following modification i.e. the material retained on 2" sieve shall be returned to the test pit before start of sand pouring. The adjusted M.D.D. shall be determined as per AASHTO T224 based on:

- i) M.D.D. (T-180)
- ii) % of +3/4" material up to 2"
- iii) Specific gravity of +3/4" material

¹Courtesy of National Highway Authority, Design Wing

Alternately, the following equation may be used:

$$D = \frac{1000}{\frac{P_c + 1000 \times P_f}{G_m \times r \times D_f}}$$

Where,

- D_f = M.D.D. of -3/4" Material (kg/m³)
 D = Adjusted MDD (kg/m³)
 P_c = % of coarse particles expressed as a fraction
 P_f = % of fine particles expressed as a fraction
 r = Bulk specific gravity of particles retained on 3/4" sieve Coefficient as below

r	P_c
1.00	: 0.2 or less
0.99	: 0.21 – 0.25
0.98	: 0.26 – 0.30
0.97	: 0.31 – 0.35
0.96	: 0.36 – 0.40
0.95	: 0.41 – 0.45
0.94	: 0.46 – 0.50
0.92	: 0.51 – 0.55
0.89	: 0.56 – 0.60
0.86	: 0.61 – 0.65
0.83	: 0.66 – 0.70

In case it is not feasible to return +2" material in the hole the volume of +2" material may be determined based on its specific gravity and the same deducted from gross volume of test pit hole to determine wet field density as under:

$$RWET = \frac{(Wt \text{ of material excavated} - Wt \text{ of +2" material})}{(\text{Vol. of hole} - \text{vol. of +2" material})}$$

Subsequently dry density may be determined and compared with Adjusted M.D.D. to determine % compaction.

Alternative 2:


 Deputy Director Construction-III
 Provincial Road, Improvement Project
 C&W Department, Peshawar

This alternative is based on replacement method as per AASHTO T -180 for lab. Proctor and subsequent site adjustment for coarse aggregate as per AASHTO T -224.

Lab. Density

Sufficient bulk sample for WBM Base Course may be obtained from site after rolling/mixing and processed in lab. as follows:

- a) The filed sample should be sieved on 2" sieve and +2" material discarded.
- b) The remaining sample should be sieved on 3/4" sieve and percentage of +3/4" & -3/4" material noted.
- c) Plus 3/4" material should be removed and minus 3/4" material divided in two parts by quartering.
- d) The proctor sample may be prepared as under:
 - i) Total sample required = Z gm (say)
 - ii) % of -3/4" material (As per step b) = 40% (say)
 - iii) % of +3/4" material (As per step b) = 60% (say)
 - iv) Obtain 40% material from Part I i.e. $Z \times 0.4 = X$ gill.
 - v) Obtain 60% material from Part II i.e. $Z \times 0.6 = Y$ gill. (Material portion retained on #4 sieve)
- e) The percentage of +#4 material should be noted in the composite Proctor sample ($Z = X + Y$) and M.D.D. determined as usual.

Field Density

The material obtained from the test pit should be sieved on 2" sieve and plus 2" material separated for subsequent treatment/adjustment of F.D.T. as explained in Alternative. The minus 2" material should be sieved on #4 sieve to determine the percentage of +#4 material and compared with reference value of +#4. Material noted earlier in lab. Proctor sample. In case of any difference the lab. Density may be adjusted on lower higher side, as the case may be, based on Figure 2 of AASHTO T -224.

In order to minimize the effect of aggregate loosening on the periphery of 6" dia test pit resulting in lower density it is strongly recommended to use minimum 8" dia and preferably 12" dia sand cone apparatus.

Payment of all these laboratory tests is deemed to be included in the cost for the item of the work.

SIW 10 ITEM 107 STRUCTURAL EXCAVATION AND BACKFILL**107.3 CONSTRUCTION REQUIREMENTS****107.3.3 BACKFILL**

Delete the paragraph (h) of NHA's General Specification 1998 and substitute as under:

No backfill shall be placed against any concrete or masonry structure until permission shall have been given by the Project Manager and preferably not until the concrete or masonry structure has been in place fourteen (14) days, or until test cylinders show the strength to be twice the working stress used in the design. The backfilling shall be carried out on both sides of the structure simultaneously.

Add paragraph (i) as follows:

Any temporary backfill or platform constructed by the Contractor for piling purposes or for any other work items shall be built and subsequently removed by the Contractor without payment as directed by Engineer.

SIW-11 GROOVING IN EXISTING ROAD OF SIZE 4X4 CM @ 2 M C/C**11.1 DESCRIPTION**

This item shall consist of grooving of existing road surface to ensure bondage of new layer with the existing road pavement and to ensure drainage of water below the surface of freshly laid pavement structure. The surface on which the embankment/ pavement structure is to be constructed shall be approved and accepted by the Project Manager prior to placing the embankment/ pavement structure.

11.2 CONSTRUCTION REQUIREMENTS

The method of grooving of road surface shall be proposed by the Contractor and approved by the Project Manager, in accordance with the requirements under site conditions.

After the existing pavement structure has been grooved off, the material shall be removed and disposed of outside the right of way, according to the satisfaction of the Project Manager.

11.3 MEASUREMENT AND PAYMENT**11.3.1 Measurement**

The quantity for road pavement structure grooved and removed, to be paid for shall be measurement in square meter to a depth as shown in the item (4cm x 4cm) and in the area earmarked by the Project Manager for such purpose.

11.3.2 Payment

The accepted quantities measured as provided above shall be paid for at the Contract unit price respectively for the pay items listed below and shown in the Bill of Quantities, which price and payment shall constitute full compensation for carrying out the works mentioned above including cost of labor, equipment, disposal as directed by the Project Manager, tools and incidental necessary to complete the work prescribed in this item:

Pay Item No.	Description	Unit of Measurement
SIW - 11	Grooving of Existing Road Pavement	SM

SIW-12 Item 406 c SUPPLY AND PLACE IN POSITION EXPANSION JOINT ASSEMBLIES AS SPECIFIED & AS PER APPROVED DRAWING

12.1 DESCRIPTION

Expansion joints will follow Specification of AASHTO-SS-Division II – section 19 "Bridge deck joint seals".

The contractor shall submit to the Project Manager, complete documentation about the Expansion joints Freyssinet Cipec (WOSd 50) or equivalent intended to be used for the movements shown on the drawings, including references of the last 10 years, material specifications for metal, rubber and bonding between them, fixations and test certificates from authorized laboratories showing that the proposed joints meet the specifications. The submittal will be accompanied by samples of at least 0.50 m, with its fixations.

The expansion joints shall satisfy the following functional requirements:

1. It shall withstand traffic loads of the highway, and accommodate movements between the deck and abutment or the adjacent deck.
2. It shall have good riding quality and shall not cause any inconvenience to road user.
3. It will not cause skidding hazard.
4. It will not generate excessive noise or vibration during the passage of vehicles.
5. Parts liable to wear out shall be easily replaceable.
6. It will be watertight and will have provision for carrying away water and silt.
7. It will be easy to inspect and maintain.
8. It will be resistant in hot and very sunny climate.

12.2 Construction Requirements

The methodology of placing the expansion joint will be clearly described by the contractor with a complete set of drawings.

Connection or overlapping between roadway and walkway expansion joints will be clearly shown.

Connection with water proofing of the deck will be detailed.

All necessary provisions in deck reinforcement will be indicated.

Initial gap at the time of placing will be clearly indicated and justified.

The second stage reinforced concrete for fixations, if any, will be Class Y concrete and will be included in the pay item.

12.3 Measurement and Payment

12.3.1 Measurement

The length of computed joints for roadway is measured in linear metre.

12.3.2 Payment

The accepted quantity measured as provided above shall be paid for at the contract unit price respectively for the pay items listed below and shown in the bill of quantities which price and payment shall be full compensation for furnishing all materials, labour, equipment, tools and incidental and any work pertaining to expansion joints and which is not paid for separately, necessary to complete the item.

Pay Item No.	Description	Unit of Measurement
SIW - 12	Supply and place in position expansion joint assemblies as specified & as per approved drawing	M

ITEM SIW-13 Providing and filling sand behind abutment of Causeways, Culverts and Bridges.

DESCRIPTION

This item shall consist of leveling, dressing, and saturation of sand material behind of culverts, bridges and causeways abutments. Riverbed sand free from organic material shall be used to achieve the desired compaction to finished backfilling. The backfilling which is constructed with sand shall be approved and accepted by the Project Manager prior to placing the pavement structure.

13.2 CONSTRUCTION REQUIREMENTS

The method of layer wise (30 cm each layer) sand filling will be fully saturated with water. Riverbed sand shall be proposed by the Contractor and approved by the Project Manager as per relevant lab tests in accordance with the requirements under site conditions.

13.3 MATERIAL REQUIREMENTS

Riverbed sand Material shall be used.

13.4 MEASUREMENT AND PAYMENT

13.4.1 Measurement

The work described above to be paid for shall be measured in cubic meter as shown on the Drawings/cross-sections or as specified, earmarked by the Project Manager for such purpose.

13.4.2 Payment

The accepted quantities measured as provided above shall be paid for at the Contract unit price respectively for the pay items listed below and shown in the Bill of Quantities, which price and payment shall constitute full compensation for carrying out the works mentioned above.

Pay Item No.	Description	Unit of Measurement
SIW 13	Providing and filling sand behind abutment of Causeways, Culverts and Bridges.	CM

SIW -14 Item 511 Stone Pitching

511.4.2 Payment Add the following:

Pay Item No.	Description	Unit of Measurement
SIW 14 b Item 511	Grouted Stone Pitching	CM

SIW -15 Item 406a Premoulded Joint Filler 20 mm Thick with Bitumastic joint seal

406.4.2 Payment Add the following:

Pay Item No.	Description	Unit of Measurement
SIW 15 Item 406a	Premoulded Joint Filler 20 mm Thick	M

SIW 16 Plum Concrete

This work shall consist of construction of Retaining Walls etc. of Plum Concrete comprising 50% Concrete Class B and 50% Rock/ Boulder Fill Material or Plum Concrete comprising 60% Concrete Class B and 40% Rock/ Boulder Fill Material.

16.1 Requirement

Plum Concrete shall be comprising 50% or 60% Concrete Class B (NHA General Specification 1998) and 50% or 40% Rock/ Boulder Fill having stone size ranging between 100 mm- 200 mm in size.

16.2 Measurement

The quantity to be paid for shall be the number of cubic meters of concrete and rock fill complete in place and accepted.

In measuring the volume to be paid for, the dimension to be applied shall be those shown on the drawings except where others ordered by the Project Manager in writing.

Deduction from the theoretical volume shall be made for the volumes of draining hole, weep holes, pipes and conduits, etc., in case where their cross-sectional areas exceed 500 square centimetres.

16.3 Payment

The accepted quantity measured as provided above shall be paid for at the contract unit price respectively for the pay items listed below that as per shown in Bill of Quantities which prices and payment shall be full compensation also for such works as formwork, curing, surface finishing and/or rendering as required, formation of construction joints and any such work and incidentals necessary to complete the item.

For all plum concrete structures or portions, thereof, no separate measurement or payment shall be made or false work, centering, formwork or any other temporary work to complete the plum concrete structure or portion thereof, payment for all such temporary work shall be deemed to be included in this contract price.

Pay Item No	Description	Unit of Measurement
SIW-8	Plum Concrete (Class 'B' with 50% or 40% Rock/ Boulder) as per drawing & Engineer's Instructions	CM

SIW -17 Item 507 a Steel Wire Mesh for Gabion

507.4.2 Payment Add the following:

Pay Item No.	Description	Unit of Measurement
SIW 17 Item 507 a	Steel Wire Mesh for Gabion	SM

SIW-18 VEHICLES FOR CONSTRUCTION SUPERVISION CONSULTANTS

A GENERAL

On the instruction of the Project Manager the Contractor shall provide and make available at all times the following new vehicles for the exclusive use by the Project Manager and his staff at their designated offices for project supervision and other project purposes

- Toyota Pickup Double Cabin (REVO) or Equivalent acceptable to the Project Manager, new and latest model: 02 Nos. [each by the contractors of the two (02) Lots (Lot-1, and Lot-2)]. Air Conditioned and fully equipped as per manufacturer's specifications (For Construction Supervision Consultants)

The Contractor shall provide safe, experienced, and competent drivers with the approval of the Project Manager for the above vehicles. Each Driver shall be responsible for the vehicle allocated to him for the duration of the entire duration of the Contract, and any extended period and for any period of delay attributable to the Contractor. The Contractor shall promptly replace any driver who, in the Project Manager's opinion, is not performing satisfactorily.

The Contractor shall provide vehicle within 15 days of receipt of such Engineer's instruction. In case of failure to provide any or all of the said vehicles within the prescribed period of time, the Contractor will pay penalty to the Employer at a rate equivalent to the per day rental of the vehicles required to be provided during that specific period for which the Contractor fails to provide the vehicle(s).

B MAINTENANCE OF VEHICLES:

All the Vehicles shall be registered, taxed, comprehensively insured, fueled, repaired, serviced, and maintained by the Contractor, for the duration of the Contract and for any extended period under the Contract and for any period of delay attributable to the Contractor, in the following manner:

- If a vehicle is not in a road worthy condition, the Contractor shall provide the Project Manager a temporary replacement of the vehicle, until that vehicle is repaired and returned for use.
- Maintaining, cleaning, repairing, and servicing the vehicle(s) according to manufacturer's recommendations and garaging, replacing the tyres, batteries, parts etc. whenever necessary and directed by the Project Manager.
- Supply necessary POL etc.
- Procuring and maintaining the validity of vehicle insurance policies and registration. Comprehensive insurance policy including theft, fire (covering a qualified driver authorized by the Project Manager together with authorized passenger's liability cover) shall also be the responsibility of the Contractor. The policies, license and registration shall be valid till the end of the project.

If the Contractor fails to maintain any or all of the vehicle(s) to the satisfaction of the Project Manager or otherwise fails to comply fully with this section, the Employer upon the Project Manager's recommendation may do so by himself and the Project Manager may withhold an amount which the Employer incurs in order to fulfil the liabilities which Contractor failed to comply with under this section plus the Employer's overheads incurred in doing so, all in accordance with sub clause of Contract. The Contractor shall bear all costs that may arise including delays due to failure of the Contractor to comply with this section.

C OWNERSHIP OF VEHICLES AFTER COMPLETION:

The vehicles shall remain the property of the Contractor on the completion of the works. The cost of new vehicles including all POL, taxes, comprehensive insurances and renewal of the same as and when required also vehicle registration and the renewal of the same as and when required, ensuring that both registration and comprehensive insurances remain duly valid till the end of the project which is the day of issuance of the Performance Certificate under sub clauses of the Contract, shall not be payable to the Contractor separately, but shall be deemed to have been included in his bid cost under other items.

D MEASUREMENT AND PAYMENT:

The cost of vehicles, cost of fueling, maintaining, repairing, replacing parts, and servicing the Vehicle as and when required and or scheduled, shall not be payable separately to the Contractor but shall be deemed to have been included in his bid cost.

Pay Item No	Description	Unit of Measurement
SS-18 (a)	Provide new Vehicles, REVO 02 Nos. Double Cabin or Equivalent AC fitted fully equipped as per Manufacturer's Specifications at TL Office / RE's field office at <i>[Peshawar, and District Bannu, District Karak, and District Kohat]</i> with all comprehensive insurances, taxes, registrations and renewal of the same including driver. <i>[each by the contractors of the 02 Lots (Lot-1, and Lot-2)]</i>	Not Payable
SS-18 (b)	POL, Maintenance, repairs, replacement parts, servicing etc of vehicles under item SS 18 (a) <i>[each by the contractors of the 02 Lots (Lot-1, and Lot-2)]</i>	Not Payable

SUPPLEMENTARY SPECIFICATIONS

SS-1	Electric Supply Rates and Prices Inclusive
SS-2	Rates and Prices Inclusive
SS-3	Provision of Plant
SS-4	Rates inclusive of Lead and Lift
SS-5	Document not to be Altered or Mutilated
SS-6	Final Hand-Over
SS-7	Return of Plant, Materials, etc.
SS-8	As Built Drawings/Shop Drawings
SS-9	Safety Precautions
SS-10	Income Tax

SUPPLEMENTRY SPECIFICATIONS

SS-1 Electric Supply Rates and Prices Inclusive

The Contractor shall make arrangement for the electric power supply and distribution of the same at the site of Works for the completion of the Works at his own expense.

SS-2 Rates and Prices Inclusive

The rates and prices quoted by the Contractor in the priced Bill of Quantities include all freight, customs, import duties, taxes, pilotage, landing Supplementary Conditions of Contract charges, excise duties, royalties and all other costs, charges imposed whatsoever in respect of any or other things provided by him for the correct execution of work in compliance with the time Schedule and the Specifications.

By way of illustration but enumeration the Unit prices shall include besides the cost for supply of material and equipment, cost of their transport, Contractor's profit etc, for the cost of provision of the following:

- a. Furnishing and maintenance of Contractor's equipment, fuel for equipment, temporary works, tests, samples and labor necessary or execution of the works, Equipment for transport, machines, test laboratories, Site Office and sheds including all expenses for the furnishing and maintenance of the Workshops and storage areas used by the Contractor.
- b. Required power, water and other services.
- c. Illumination and safety at Site.
- d. All additional costs due to any kind of difficult working, conditions and interruptions which may possibly be caused by adverse physical conditions.
- e. Staff allowances, ambulances, expenses for medical treatment, traveling expenses, holiday wages and salaries and all other Costs for all employees, the required means of communications such as telephone and the like, the required means for protection against accidents.
- f. All expenses for royalties, licenses, liabilities insurances, rent, hire and the like in connection with the Works.
- g. Other special work arrangements and provisions not mentioned here but necessary for the proper and complete execution of the Works.
- h. All Government and/or Municipal taxes, customs duties, excise duties, stamp duties or any other dues, taxes or charges.
- i. Cost of all insurances to be kept in force during the period of construction and the period of maintenance of the works under the Contract.
- j. Mobilization, demobilization and clearance of site.

- k. Contractor's camp for staff and labor including the services.
- l. Performance security and Bank Guarantees as and when required under the Contract.

The cost of the above shall be deemed to be included in the rates and prices tendered for the works and no separate payment shall be made on this account.

SS-3 Provision of Plant

In respect of any contractor's Equipment in general, except as provided for in these Documents, which the contractor shall be required to have available at Site for execution of Works in accordance with the Drawings, Specifications or as directed by the Employer, he shall make his own arrangements for foreign exchange, import formalities, customs transport to the Site of Works and all other formalities whatsoever at his own cost and responsibility.

The Contractor shall be deemed to have taken into consideration all Government or Local Bodies regulations, for the time being in force, regarding the re-export of any plant and equipment which he may have to import in connection with the works. Any amendments to the existing rules and/or further regulations imposed in this respect by the Government of Pakistan shall be strictly followed by the Contractor.

SS-4 Rates inclusive of Lead and Lift

The tendered rates shall include all lead and lift required in earthwork.

SS-5 Document not to be Altered or Mutilated

No alteration or mutilation (other than filling in all the blanks intended to be filled in) shall be made in the form of Tender or in any of the documents attached to it. Any comments which it is desired to make shall not be placed on any of the documents attached hereto, but shall take the form of a separate statement which shall be as brief as possible and referenced to items, clauses and pages of the annexed documents.

Such statements shall not qualify the acceptance of the Tender based upon proposed change or changes in the annexed documents, nor shall be binding upon the employer in any way in making the award. Alterations of already written prices must be signed in the place of alteration by the Tenderer or his legally authorized representative.

SS-6 Final Hand-Over

At the end of the Defects Liability Period stipulated in the Contract, the Employer on application of the Contractor, shall decide the members of the final hand over committee and announce the same to the Contractor. The committee, after investigation of work, if satisfied that there are no deficiencies or defects due to work of the Contractor, shall certify the final hand-over, and the Project Manager will then issue a Defects Liability Certificate as provided under Clause 71.1 of Conditions of Contract.

SS-7 Return of Plant, Materials etc.

The Contractor shall forward to the Employer at the end of each month returns showing the Constructional Plant, materials, etc., on Site, in a form prescribed by the Employer.

SS-8 As Built Drawings/Shop Drawings

During Construction, the Contractor shall keep an accurate record of all deviations of his work as actually installed from that shown or indicated on the Contract drawings upon completion of the Work, the Contractor shall deliver to the Employer cloth/milar paper tracings, the same size as


Deputy Director Construction-III
Provincial Road Improvement Project
C&W Department, Peshawar

Contract Drawing at and at an approved scale drawing showing the work as actually installed, all drawings are to become the property of the employer.

All the shop drawings/fabrication drawings shall be prepared by the contractor and submitted to the Project Manager at least fifteen days before the start of the work. The Project Manager shall check and approve or return the same to the Contractor for correction/modification within the period of 15 days from the day of receipt of the drawings. All work is to be executed by the Contractor in accordance with the drawings approved before the commencement of the works.

SS-9 Safety Precautions

The Contractor shall adequately provide for the safety, health and welfare of persons and for the prevention of damage to works, material, and equipment for the purpose of or in connection with the Contract.

SS-10 Income Tax

A sum in Pakistani Rupees, in accordance with the prevailing income tax laws of Pakistan shall be deducted from all actual payments made to the Contractor and be deposited with the Government of Pakistan towards payment of income tax by the Contractor. When such deduction is made from the payments a certificate to that effect shall be issued by the Employer to the Contractor.

Notwithstanding such deduction of income tax at source, the Contractor shall be liable to pay the balance income tax, super tax and other taxes on income or his profits arising out of the Contract, and his employees on their remunerations et, in accordance with the prevailing income tax laws of Pakistan.


Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

Supplementary Information Regarding Works to Be Procured

The Islamic Republic of Pakistan has received financing from the Asian Development Bank (ADB) towards the cost of Khyber Pakhtunkhwa Rural Roads Development Project. Part of this financing will be used for payments under the contracts named pursuant to ITB 1.1 of the Bid Data Sheet. Bidding is open to all Bidders, who can prove their eligibility and qualification as mentioned hereunder and in the Bidding Document(s), from eligible source countries of the ADB.

Deputy Director Construction-III
Provincial Road Improvement Project
C&W Department, Peshawar

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:

No	Position	Minimum Qualification	Total Work Experience (years)	Experience in Similar Work (years)	No of Positions Required for Each Lot	
					Lot-1	Lot-2
1	Project Manager	BE (Civil Engineering)	20	10	1	1
2	Deputy Project Engineer/ Planning Engineer	BE (Civil Engineering) or equivalent	10	5	1	1
3	Material Engineer	BE (Civil Engineering) / Geological or equivalent	10	5	1	1
4	Structure Engineer	MS Structure Engineering	10	5	1	1
5	Highway Engineer	BE (Civil Engineering)	10	5	2	2
6	Qualified / Experienced Surveyors	DAE (Civil Engineering)	15	10	2	3
7	Gender Specialist	Master's in social sciences or equivalent Professional qualification	10	5	1	1
8	Quantity Surveyor	DAE (Civil Engineering)	15	10	1	1
9	Site Engineers	BE (Civil Engineering) or equivalent Professional qualification	10	5	4	6

Using Form EXP-6 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

No	Position/ Specialization	Academic Qualifications	Minimum Years of Relevant Work Experience (Year)	Minimum Time On-site (%FTE)	No of Positions Required for Each Lot	
					Lot-1	Lot-2
1	Environmental Specialist	M.Sc. (Environment) or equivalent Professional qualification	10	50%	1	1

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 Deputy Director Construction III
 Provincial Road, Improvement Project
 P&W Department

No	Position/ Specialization	Academic Qualifications	Minimum Years of Relevant Work Experience (Year)	Minimum Time On- site (%FTE)	No of Positions Required for Each Lot	
					Lot-1	Lot-2
2	Occupational Health and Safety Specialist	M.Sc. (Public Health Engineering) or equivalent Professional qualification	10	50%	1	1

Equipment Requirements

Using Form EQU in Section 4 (Bidding Forms), the Bidder must demonstrate that it has the key equipment listed below:

No	Position/ Specialization	Capacity	Minimum Number Required for Each Lot	
			Lot-1	Lot-2
1	Concrete Batching Plant	Minimum 35 Cu.m/hr	2	2
2	Asphalt Plant		1	1
3	Asphalt Paver		1	2
4	Crane	Minimum 20 ton	2	2
5	Concrete Pump		2	2
6	Concrete Transit Mixer	6 Cu.m Minimum	4	4
7	Complete Set of Shuttering & scaffolding (Steel)	Minimum 100 Sq.m	1	1
8	Rollers	Minimum 6 ton / 12 ton	5	5
9	Graders	Minimum 165 Hp	2	2
10	Dump Trucks	Minimum 135-405 cft	10	10
11	Wheel Loaders		4	4
12	Excavators	10-45 tons	2	2
13	Bull Dozers	Minimum 200 Hp	2	2
14	Bitumen Sprayers		2	2
15	Lane Marking Machines		4	4



 Deputy Director Construction-III
 Provincial Road, Improvement Project
 C&W Department, Peshawar

Environmental Management and HSE Plan Attached.



Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

Land Acquisition and Resettlement Framework Attached.


Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

Project Signage Requirements

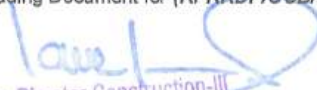
1. The Contractor is responsible for the design, supply, and installation of the project information signage. The signage shall provide relevant information to the public about the project, including the proper designation of the project, the Employer, the Contractor, and the Bank.
2. For this purpose, one or several sign boards shall be installed at the Site as soon as practicable after the Commencement Date and shall remain in place at all times until taking over of the Works. If sign board(s) is(are) damaged or become(s) unreadable during this period, it shall be promptly replaced by the Contractor at the Contractor's cost.
3. The sign board design shall be submitted by the Contractor to the Employer for Review. Unless otherwise required under the applicable Laws, the sign board design should comply with the following:
 - a) **General**
 - The number and locations of sign board(s)
 - b) **Content**
 - Borrowing Country's flag and/or logo
 - Project and Contract title
 - Accepted Contract Amount
 - Time for Completion
 - Bank's name and logo (in accordance with Branding Tool Kit – Visual Identity guidelines of the Asian Development Bank and, as the case may be, the other financiers' requirements)
 - Employer's name
 - Contractor's name
 - Engineer's name
 - Complaint handling contact information (email and/or phone number)
 - c) **Design**
 - The General layout including sample colors: to be proposed by the Contractor
 - Dimensions: minimum of 2.5 meters X 2.5 meters
 - Font size and type: they should be such as to ensure that the content shall be visible from a distance.
 - Language of the signage: national and/or local language and English
 - Material: the signboard(s) shall be made of a material that shall be weatherproof and appropriate to withstand the whole execution period until taking-over of the Works
4. No other signage is allowed except with the approval of the Employer. The Contractor shall not post, nor display any sign or item that could provide misleading information about the project. No national symbols or flags other than those of the Country may be displayed without the express approval of the Employer.

Section 7: General Conditions of Contract

Table of Clauses

A. General	7-4
1. Definitions	7-4
2. Interpretation	7-6
3. Language and Law	7-7
4. Contract Agreement	7-7
5. Assignment	7-7
6. Care and Supply of Documents	7-7
7. Confidential Details	7-7
8. Compliance with Laws	7-8
9. Joint and Several Liability	7-8
10. Project Manager's Decisions	7-9
11. Delegation	7-9
12. Communications	7-9
13. Subcontracting	7-9
14. Other Contractors	7-9
15. Personnel and Equipment	7-9
16. Employer's and Contractor's Risks	7-9
17. Employer's Risks	7-9
18. Contractor's Risks	7-10
19. Insurance	7-10
20. Site Investigation Reports	7-11
21. Contractor to Construct the Works	7-11
22. The Works to Be Completed by the Intended Completion Date	7-11
23. Designs by Contractor and Approval by the Project Manager	7-11
24. Safety	7-11
25. Discoveries	7-11
26. Possession of the Site	7-11
27. Access to the Site	7-12
28. Instructions, Inspections, and Audits	7-12
29. Appointment of the Adjudicator	7-12
30. Procedure for Disputes	7-12
B. Staff and Labor	7-13
31. Forced Labor	7-13
32. Child Labor	7-13
33. Workers' Organizations	7-13
34. Nondiscrimination and Equal Opportunity	7-13
C. Time Control	7-14
35. Program	7-14
36. Extension of the Intended Completion Date	7-14
37. Acceleration	7-14

38. Delays Ordered by the Project Manager	7-15
39. Management Meetings	7-15
40. Early Warning	7-15
D. Quality Control	7-15
41. Identifying Defects	7-15
42. Tests	7-15
43. Correction of Defects	7-15
44. Uncorrected Defects	7-16
E. Cost Control	7-16
45. Contract Price	7-16
46. Changes in the Contract Price	7-16
47. Variations	7-16
48. Cash Flow Forecasts	7-17
49. Payment Certificates	7-17
50. Payments	7-18
51. Compensation Events	7-18
52. Tax	7-19
53. Currencies	7-19
54. Price Adjustment	7-19
55. Retention	7-20
56. Liquidated Damages	7-20
57. Bonus	7-20
58. Advance Payment	7-21
59. Securities	7-21
60. Dayworks	7-21
61. Cost of Repairs	7-21
F. Force Majeure	7-21
62. Definition of Force Majeure	7-21
63. Notice of Force Majeure	7-22
64. Duty to Minimize Delay	7-22
65. Consequences of Force Majeure	7-22
66. Force Majeure Affecting Subcontractor	7-23
67. Optional Termination, Payment, and Release	7-23
68. Release from Performance	7-24
G. Finishing the Contract	7-24
69. Completion	7-24
70. Taking Over	7-24
71. Final Account	7-24
72. Operating and Maintenance Manuals	7-24
73. Termination	7-25
74. Fraud and Corruption	7-25
75. Payment upon Termination	7-28
76. Property	7-29
77. Release from Performance	7-29


 Deputy Director Construction-III
 Provincial Road, Improvement Project
 C&W Department, Peshawar

78. Suspension of ADB Loan or Credit	7-29
79. Eligibility.....	7-29



Deputy Director Construction-III
Provincial Road, Improvement Project
C&W Department, Peshawar

A. General

1. Definitions	<p>1.1 Boldface type is used to identify defined terms.</p> <p>(a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</p> <p>(b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.</p> <p>(c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 29.1 [Appointment of Adjudicator] hereunder.</p> <p>(d) Bank means the financing institutions named in the Particular Conditions of Contract (PCC).</p> <p>(e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.</p> <p>(f) Compensation Events are those defined in GCC 51.1 [Compensation Events] hereunder.</p> <p>(g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 69.1 [Completion].</p> <p>(h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.</p> <p>(i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.</p> <p>(j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.</p> <p>(k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.</p> <p>(l) Days are calendar days; months are calendar months.</p> <p>(m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.</p> <p>(n) A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>(o) The Defects Liability Certificate is the certificate issued by the Project Manager upon correction of defects by the Contractor.</p> <p>(p) The Defects Liability Period is the period calculated from the Completion Date where the Contractor remains responsible for</p>
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	remedying defects.
(q)	Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
(r)	The Employer is the party who employs the Contractor to carry out the Works, as specified in the PCC.
(s)	Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
(t)	Force Majeure means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
(u)	In writing or written means hand-written, type-written, printed, or electronically made, and resulting in a permanent record.
(v)	The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
(w)	The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the PCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
(x)	Letter of Acceptance means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
(y)	Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
(z)	Party means the Employer or the Contractor, as the context requires.
(aa)	PCC means Particular Conditions of Contract.
(bb)	Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
(cc)	The Project Manager is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
(dd)	Retention Money means the aggregate of all monies retained by the Employer pursuant to GCC 55.1 [Retention].
(ee)	Schedules means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.
(ff)	The Site is the area defined as such in the PCC.

	<p>(gg) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p>(hh) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(ii) The Start Date is given in the PCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>(jj) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(kk) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>(ll) A Variation is an instruction given by the Project Manager which varies the Works.</p> <p>(mm) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.</p>
2. Interpretation	<p>2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.</p>
	<p>2.2 If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p>
	<p>2.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) Contract Agreement, (b) Letter of Acceptance, (c) Letter of Bid, (d) Particular Conditions of Contract, (e) the List of Eligible Countries that was specified in Section 5 of the bidding document, (f) General Conditions of Contract, (g) Specifications, (h) Drawings, (i) Completed Activity Schedules or Bill of Quantities, and (j) any other document listed in the PCC as forming part of the

	Contract.
3. Language and Law	<p>3.1 The language of the Contract and the law governing the Contract are stated in the PCC.</p> <p>3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when</p> <p>(a) 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 any payments to, a particular country, person, or entity. Where the Borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.</p>
4. Contract Agreement	<p>4.1 The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the attached Contract forms in Section 8. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.</p>
5. Assignment	<p>5.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party</p> <p>(a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and</p> <p>(b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.</p>
6. Care and Supply of Documents	<p>6.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.</p> <p>6.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.</p> <p>6.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.</p> <p>6.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.</p>
7. Confidential Details	<p>7.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow</p>

	its proper implementation.
	7.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
	7.3 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.
8. Compliance with Laws	8.1 The Contractor shall, in performing the Contract, comply with applicable Laws.
	8.2 Unless otherwise stated in the Particular Conditions, <ul style="list-style-type: none"> (a) the Employer shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the [Employer's Country or country where the Site is located] which (i) such authorities or undertakings require the Employer to obtain in the Employer's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract; (b) the Contractor shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the [Employer's Country or country where the Site is located] which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Employer under Subclause 8.2(a) hereof and that are necessary for the performance of the Contract. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to Subclause 8.1 hereof.
9. Joint and Several Liability	9.1 If the Contractor is a Joint Venture of two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the Joint Venture.

	The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Employer.
10. Project Manager's Decisions	10.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
11. Delegation	11.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
12. Communications	12.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
13. Subcontracting	13.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
14. Other Contractors	14.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
15. Personnel and Equipment	15.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the functions stated in the Schedule or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
	15.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within 7 days and has no further connection with the work in the Contract.
	15.3 Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.
16. Employer's and Contractor's Risks	16.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
17. Employer's Risks	17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks: (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment),

	<p>which are due to</p> <ul style="list-style-type: none"> (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</p>
	<p>17.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <ul style="list-style-type: none"> (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date.
18. Contractor's Risks	<p>18.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks, are Contractor's risks.</p>
19. Insurance	<p>19.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events, which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death.
	<p>19.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p>
	<p>19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p>

	19.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
	19.5 Both parties shall comply with any conditions of the insurance policies.
20. Site Investigation Reports	20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the PCC, supplemented by any information available to the Contractor.
21. Contractor to Construct the Works	21.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
22. The Works to Be Completed by the Intended Completion Date	22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
23. Designs by Contractor and Approval by the Project Manager	23.1 The Contractor shall carry out design to the extent specified in the PCC. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on, taking these comments into account as necessary.
	23.2 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings..
	23.3 The Contractor shall be responsible for design of Temporary Works.
	23.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	23.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	23.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
24. Safety	24.1 The Contractor shall be responsible for the safety of all activities on the Site.
25. Discoveries	25.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
26. Possession of	26.1 The Employer shall give possession of all parts of the Site to the

the Site	Contractor. If possession of a part is not given by the date stated in the PCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
27. Access to the Site	27.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
28. Instructions, Inspections, and Audits	<p>28.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.</p> <p>28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.</p>
	<p>28.3 The Contractor shall permit ADB or its representative to inspect the Contractor's site, assets, accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by ADB. The Contractor shall maintain all documents and records related to the bid submission 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. The Contractor shall provide any documents necessary for the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations and require its employees or agents with knowledge of the Contract to respond to questions from ADB.</p> <p>28.4 ADB's right to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract stated in Sub-Clause 28.3 and 74.2 (e) shall survive termination and/ or expiration of this Contract.</p>
29. Appointment of the Adjudicator	<p>29.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator within 14 days of receipt of such request.</p>
	29.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.
30. Procedure for Disputes	30.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

	30.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
	30.3 The Adjudicator shall be paid by the hour at the rate specified in the PCC, together with reimbursable expenses of the types specified in the PCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
	30.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.
B. Staff and Labor	
31. Forced Labor	31.1 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements.
32. Child Labor	32.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.
33. Workers' Organizations	33.1 In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with national law. Where national law substantially restricts workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where national law is silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers representatives. Worker organizations are expected to fairly represent the workers in the workforce.
34. Nondiscrimination and Equal Opportunity	34.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In

	countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Subclause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.
C. Time Control	
35. Program	35.1 Within the time stated in the PCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
	35.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	35.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the PCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
	35.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
36. Extension of the Intended Completion Date	36.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
	36.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
37. Acceleration	37.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the

	Contractor.
	37.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
38. Delays Ordered by the Project Manager	38.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
39. Management Meetings	39.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
	39.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
40. Early Warning	40.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
	40.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.
D. Quality Control	
41. Identifying Defects	41.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
42. Tests	42.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
43. Correction of Defects	43.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

	43.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
44. Uncorrected Defects	44.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.
E. Cost Control	
45. Contract Price	45.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
	45.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
46. Changes in the Contract Price	46.1 In the case of an admeasurement contract: <ul style="list-style-type: none"> (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25%, provided the change exceeds 1% of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15%, except with the prior approval of the Employer. (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
	46.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
47. Variations	47.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
	47.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

	47.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
	47.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
	47.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
	47.6 In the case of an admeasurement contract, If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 46.1 [Changes in the Contract Price] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
48. Cash Flow Forecasts	48.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
49. Payment Certificates	49.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
	49.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
	49.3 The value of work executed shall be determined by the Project Manager.
	49.4 The value of work executed shall comprise, <ul style="list-style-type: none"> (a) in the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or (b) in the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
	49.5 The value of work executed shall include the valuation of Variations and Compensation Events.

	49.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
50. Payments	50.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
	50.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
	50.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
	50.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
51. Compensation Events	<p>51.1 The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 26.1 [Possession of the Site]. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional

	<p>work required for safety or other reasons.</p> <p>(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.</p> <p>(i) The advance payment is delayed.</p> <p>(j) The effects on the Contractor of any of the Employer's Risks.</p> <p>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</p>
	<p>51.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p>
	<p>51.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.</p>
	<p>51.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.</p>
52. Tax	<p>52.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 54.1 [Price Adjustment].</p>
53. Currencies	<p>53.1 Where payments are made in currencies other than the currency of the Employer's country specified in the PCC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.</p>
54. Price Adjustment	<p>54.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:</p> $P_c = A_c + B_c \text{ Imc/loc}$

	<p>where:</p> <p>P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."</p> <p>A_c and B_c are coefficients¹ specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and</p> <p>Imc is a consolidated index prevailing at the end of the month being invoiced and loc is the same consolidated index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."</p>
	<p>54.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.</p>
55. Retention	<p>55.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the PCC until Completion of the whole of the Works.</p>
	<p>55.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 69.1 [Completion], half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.</p>
56. Liquidated Damages	<p>56.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p>
	<p>56.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 50.1 [Payments].</p>
57. Bonus	<p>57.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the PCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify</p>

¹ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulas for all currencies, since coefficient A_c for the nonadjustable portion of the payments, is a very approximate figure (usually 0.10 ~ 0.20) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency is added to the Contract Price.

	that the Works are complete, although they may not be due to be complete.
58. Advance Payment	<p>58.1 The Employer shall make advance payment to the Contractor of the amounts stated in the PCC by the date stated in the PCC, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.</p> <p>58.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.</p> <p>58.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.</p>
59. Securities	<p>59.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.</p>
60. Dayworks	<p>60.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.</p> <p>60.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within 2 days of the work being done.</p> <p>60.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.</p>
61. Cost of Repairs	<p>61.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.</p>
F. Force Majeure	

62. Definition of Force Majeure	<p>62.1 In this Clause, "Force Majeure" means an exceptional event or circumstance,</p> <ul style="list-style-type: none"> (a) which is beyond a Party's control; (b) which such Party could not reasonably have provided against before entering into the Contract; (c) which, having arisen, such Party could not reasonably have avoided or overcome; and (d) which is not substantially attributable to the other Party.
	<p>62.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <ul style="list-style-type: none"> (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war; (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel; (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and (e) natural catastrophes such as earthquake, hurricane, typhoon, or volcanic activity.
63. Notice of Force Majeure	<p>63.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.</p>
	<p>63.2 The Party shall, having given notice, be excused from performance of its obligations for so long as such Force Majeure prevents it from performing them.</p>
	<p>63.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.</p>
64. Duty to Minimize Delay	<p>64.1 Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure.</p>
	<p>64.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p>

65. Consequences of Force Majeure	<p>65.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Subclause 63 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Subclause 30.1 [Procedure for Disputes] to</p> <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Subclause 36 [Extension of the Intended Completion Date]; and (b) if the event or circumstance is of the kind described in subparagraphs (a) to (d) of GCC Subclause 62.2 [Definition of Force Majeure] and, in the case of subparagraphs (b) to (d), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Subclause 19 [Insurance].
	<p>65.2 After receiving this notice, the Project Manager shall proceed in accordance with GCC Subclause 10 [Project Manager's Decisions] to agree or determine these matters.</p>
66. Force Majeure Affecting Subcontractor	<p>66.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader Force Majeure events or circumstances shall not excuse the Contractor's nonperformance or entitle him to relief under this Clause.</p>
67. Optional Termination, Payment and Release	<p>67.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GCC Subclause 63 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC Subclause 73.5 [Termination].</p>
	<p>67.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate, which shall include</p> <ul style="list-style-type: none"> (a) the amounts payable for any work carried out for which a price is stated in the Contract; (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal; (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;

	<p>(d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and</p> <p>(e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.</p>
68. Release from Performance	<p>68.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance,</p> <p>(a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and</p> <p>(b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC Subclause 67 [Optional Termination, Payment and Release] if the Contract had been terminated under GCC Subclause 67.</p>
G. Finishing the Contract	
69. Completion	<p>69.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.</p>
70. Taking Over	<p>70.1 The Employer shall take over the Site and the Works within 7 days of the Project Manager's issuing a certificate of Completion.</p>
71. Final Account	<p>71.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.</p>
72. Operating and Maintenance Manuals	<p>72.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.</p>
	<p>72.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the PCC pursuant to GCC 72.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the PCC from payments due to the Contractor.</p>

73. Termination	73.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	<p>73.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days; (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate; (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (f) the Project Manager gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Subclause 22.1 [The Works to Be Completed by the Intended Completion Date] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager; (g) the Contractor does not maintain a Security, which is required; (h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; and (i) if the Contractor, in the judgment of the Employer has engaged in integrity violations in competing for or in executing the Contract, pursuant to GCC 74.1 [Fraud and Corruption].
	73.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 73.2 above, the Project Manager shall decide whether the breach is fundamental or not.
	73.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
	73.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
74. Fraud and Corruption	74.1 If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in

	<p>competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 73 {Termination} shall apply as if such termination had been made under Sub-Clause 73.2 (i).</p> <p>74.2 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, 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 to time). In pursuance of this policy, the ADB</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) "corrupt practice" means the offering, giving, receiving, or soliciting, 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.
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	<p>(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;</p> <p>(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;</p> <p>(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 participate² 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</p> <p>(e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by 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.</p>
	<p>74.3 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:</p> <p>(a) being available to be interviewed and replying fully and truthfully to all questions asked;</p> <p>(b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other</p>

² 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).

	<p>physical objects;</p> <p>(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;</p> <p>(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);</p> <p>(e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and</p> <p>(f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.</p> <p>74.4 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.</p> <p>74.5 The Contractor undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.³</p>
75. Payment upon Termination	<p>75.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p>
	<p>75.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the</p>

³ The undertaking also applies during the period of performance of the contract

	certificate.
76. Property	76.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
77. Release from Performance	77.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterward to which a commitment was made.
78. Suspension of ADB Loan or Credit	78.1 In the event that ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made, <ul style="list-style-type: none"> (a) the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received ADB's suspension notice. (b) if the Contractor has not received sums due it within the 28 days for payment provided for in GCC 50.1 [Payments], the Contractor may immediately issue a 14-day termination notice.
79. Eligibility	79.1 The Contractor shall have the nationality of an eligible country as specified in Section 5 (Eligible Countries) of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor 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.
	79.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as specified in Section 5 (Eligible Countries) of the bidding document and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services.
	79.3 For purposes of GCC 79.2, "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.

Section 8: Particular Conditions of Contract

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

A. General	
GCC 1.1 (d)	The financing institutions is Asian Development Bank (ADB)
GCC 1.1 (r)	<p>The Employer is Communication & Works Department, Government of Khyber Pakhtunkhwa</p> <p>Address: C&W Secretariat, Office of the Secretary C&W Department Peshawar, Khyber Pakhtunkhwa Pakistan</p> <p>Employer's Representative: Employer's Representative means Project Director, Project Implementation Unit, Khyber Pakhtunkhwa Rural Roads Development Project, Communication & Works Department Khyber Pakhtunkhwa, Government of Khyber Pakhtunkhwa</p> <p>Address: House No. 24, C/3 Circular Road, University Town, Peshawar, Khyber Pakhtunkhwa, Pakistan</p>
GCC 1.1 (w)	<p>The Intended Completion Date for the whole of the Works shall be:</p> <p>Lot-1: 730 days</p> <p>Lot-2: 730 days</p>
GCC 1.1 (cc)	<p>The Project Manager is:</p> <p>Team Leader of the Construction Supervision Consultant shall be appointed as Project Manager. Employer will notify them before Start Date.</p>
GCC 1.1 (ff)	The Site is located in District Bannu, District Karak, and District Kohat and is defined in drawings attached.
GCC 1.1 (ii)	The Start Date shall be fourteen (14) days from signing of the Contract.
GCC 1.1 (mm)	The Works consist of Rehabilitation and Improvement Road and Structure Works.
GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3 (j)	<p>The following documents also form part of the Contract:</p> <ol style="list-style-type: none"> Site Specific Environmental Management Plan (SSEMP) Site Specific Health & Safety Management Plan (SSHSMP) Details of Personnel (as provided in Section 6) Details of Equipment (as provided in Section 6) Method statement and Implementation Schedule Social Due Diligence Report (SDDR)
GCC 3.1	The language of the contract is English.

	The law that applies to the Contract is the law of Islamic Republic of Pakistan
GCC 11.1	The Project Manager may delegate any of his duties and responsibilities subject to prior approval of the Employer.
GCC 14.1	Schedule of other contractors: Not Applicable
GCC 19.1	<p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> (a) for loss or damage to the Works, Plant and Materials: 110% of the contract price (b) for loss or damage to Equipment: Full Replacement Value (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: 100% of the loss occurred. (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: PKR 500,000/- in case of the injury for each occurrence and PKR 1,500,000/- in case of loss of limb, permanent deafness, sight and disability and PKR 5,000,000/- in case of death for each occurrence. (Occurrences unlimited) (ii) of other people: same as above (iii) The maximum deductible amount shall be "PKR Five (5) Million" against event under Para (a) herein above whereas "Nil" against events under Para (b), (c) and (d). The insurance will be from the companies rated "A" or higher by Pakistan Credit Rating Agency Limited.
GCC 20.1	Site Investigation Reports are: Not Applicable
GCC 23.1	The following shall be designed by the Contractor: Temporary Diversion Works
GCC 24.1	<p><i>Please add the following as Sub-Clause 24.1:</i></p> <p><i>"The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel and to provide a safe work environment.</i></p> <p><i>The Contractor shall: (a) comply with applicable core labor standards and labor laws, and incorporate applicable workforce occupational safety norms; (b) comply with the applicable provisions of the Gender Action Plan, including equal pay to men and women for the same type of work and enabling working conditions for female workers; (g) to the extent possible, maximize employment of local poor and disadvantaged persons for project construction purposes, provided that the requirement for job and efficiency are adequately met; and (h) provide safe working conditions.</i></p> <p><i>The Contractor is responsible for establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities.</i></p> <p><i>Within 14 days of the Start Date the Contractor shall submit a detailed Site-Specific Health and Safety Management Plan (SSHSM) for the Project Manager's no objection showing how he/she intends to comply with the local Health and Safety laws and regulations and other specific requirements prescribed in the Contract, taking into account the Supplementary Information in Section 6- Employer's Requirements.</i></p> <p><i>Where unanticipated health and safety hazards or risks become apparent during the Contract, the Contractor is required to update the SSHSM to outline the potential</i></p>

	<p><i>impacts to site works and associated mitigation measures for the Project Manager's no objection.</i></p> <p><i>The Contractor shall comply with the approved SSHSMP and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project EMP through the SSHSMP.</i></p> <p><i>The Contractor shall bear the costs to ensure that such measures, requirements and actions are carried out. The Contractor shall submit monthly reports on the compliance of such measures to the Employer.</i></p> <p><i>In the event of a significant injury involving medical treatment or hospitalization and fatal accident the Contractor shall notify the Project Manager immediately by verbal communication and submit a formal report as soon as practicable after its occurrence.</i></p> <p><i>For all accidents, whether fatal or not, the Contractor shall also notify the appropriate local authorities in accordance with the Laws of the Country.</i></p> <p><i>The Contractor shall disseminate information (in local languages) on the risks of sexually transmitted diseases, including HIV/AIDs, in health and safety program for all construction works at campsites. Compliance to the foregoing will be strictly monitored by the Employer</i></p>
GCC 26.1	The Site Possession Date(s) shall be: 28 days after the Start Date.
GCC 29.1	Appointing Authority for the Adjudicator: Chartered Institute of Arbitrators, Pakistan
GCC 30.3	<p>The Adjudicator shall be paid by the hour at the rate of: PKR 10,000 (ten thousand)</p> <p>The reimbursable expenses are: Actual transportation expenses incurred. Transportation expenses should be by economy class travel whether by air or land. Adjudicator shall be entitled to a per diem of PKR 10,000 (ten thousand) per day.</p>
GCC 30.4	<p>Institution whose arbitration procedures shall be used:</p> <p>(a) Contracts with foreign contractors:</p> <p>International arbitration shall be conducted in accordance with the rules of Singapore International Arbitration Centre (SIAC).</p> <p>Arbitration shall be administered by SIAC.</p> <p>The place of arbitration shall be: Singapore.</p> <p>(b) Contracts with domestic contractors:</p> <p>Arbitration shall be carried out in accordance with the rules and provision of Arbitration Act 1940 of Islamic Republic of Pakistan. The place of arbitration shall be "Peshawar, Islamic Republic of Pakistan".</p>
GCC 32.1	<p>Please add the following at the end of Sub-Clause 32.1:</p> <p><i>"Child" means a child below the statutory minimum age of 14 under applicable national, provincial or law of Pakistan."</i></p>
GCC 34.2	<p>The following sentence shall apply:</p> <p>Respectful Work Environment</p> <p>The Contractor shall ensure that its employees and Subcontractors observe the highest</p>

	<p>ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.</p> <p>The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up-to-date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Employer or the Project Manager at their first written request.</p>
C. Time Control	
GCC 35.1	The Contractor shall submit for approval a Program for the Works within 42 days from the date of the Letter of Acceptance. The program shall be submitted in the form of MS Project or other similar software (3 Nos. hard and soft copies) by allocating the equipment and other resources, moreover, the critical activities shall be identified. The program shall include information on equipment for the Contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail as advised and approved by the Project Manager. The Contractor shall include as part of its program submitted; a detail forecasted cash flow in a format acceptable to the Project Manager.
GCC 35.3	<p>The period between Program updates is fourteen (14) days.</p> <p>The amount to be deducted for late submission of a Program/updated Program is PKR 50,000 (Fifty Thousand Pakistan Rupees) per week (non-refundable).</p>
D. Quality Control	
GCC 40.1	<p>Please add the following at the end of Sub-Clause 40.1:</p> <p><i>"In addition to the foregoing, the Contractor shall provide the Project Manager with a written notice of any unanticipated environmental or resettlement impacts that arise during construction, implementation or operation"</i></p>
GCC 43.1	The Defects Liability Period is: Three Hundred and Sixty-Five (365) days from the Completion Date.
E. Cost Control	
GCC 53.1	The currency of the Employer's country is: Pakistani Rupees (PKR).
GCC 54.1	<p>The Contract shall be subjected to price adjustment:</p> <p>Clause 54.1 of GCC is deleted in entirety and replaced with the following:</p> <p>The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:</p>

	<p>$P_n = a + b L_n / L_o + c E_n / E_o + d M_n / M_o + \dots$</p> <p>where:</p> <p>"P_n" is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated in the Contract.</p> <p>"a" is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments.</p> <p>"b", "c", "d", ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials.</p> <p>"L_n", "E_n", "M_n", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 28 days prior to the last day of the period (to which the particular Payment Certificate relates); and</p> <p>"L_o", "E_o", "M_o", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.</p> <p>The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Project Manager. For this purpose, reference shall be made to the values of the indices at stated dates for the purposes of clarification of the source, although these dates (and thus these values) may not correspond to the base cost indices.</p> <p>Until such time as each current cost index is available, the Project Manager shall determine a provisional index for the issue of Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.</p> <p>If the Contractor fails to complete the Works within the Intended Completion Date, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 28 days prior to the expiry of the Intended Completion Date of the Works, or (ii) the current index or price, whichever is more favourable to the Employer.</p> <p>The weightages for each of the factors of cost given in Section-4 Table-A shall not be adjusted during currency of the contract.</p>
GCC 54.2	Clause 54.2 of GCC is deleted in entirety.
GCC 55.1	The proportion of payments retained is: Five Percent (5%) .
GCC 56.1	<p>The liquidated damages for the whole of the Works are 0.1% per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.</p>
GCC 57.1	Bonus on early Completion of Works is 0.05% of the final Contract Price per day, up to a maximum of 5%, for each day the Works are completed before the Intended Completion Date defined in PCC and GCC 1.1 (w) except that provision of this sub clause shall not apply, if any extension of intended completion date is granted to the Contractor pursuant to GCC, Clause 36 for any reason.
GCC 58.1	The Advance Payments shall be fifteen percent (15%) and shall be paid to the

	<p>Contractor no later than 56 days from the date the corresponding bank guarantee delivered by the Contractor and has been verified by the Employer from the issuing bank.</p> <p>Fifteen Percent (15%) of the Accepted Contract Amount payable in two (02) instalments in the currencies in which the Accepted Contract Amount is payable. The first instalment i.e., seven percent (07%) shall be paid after the Contractor furnishes the advance payment guarantee required by Clause 58 [Advance Payment] of GCC, and the second instalment i.e., eight percent (08%) shall be paid after the Contractor completes mobilization and the Project Manager issues a certification to the Employer of such completion. For the avoidance of doubt, (i) the advance payment guarantee required to release the first instalment shall be in an amount equal to the total amount of the advance payment; (ii) the complete mobilization required to release the second instalment of eight percent (08%) shall mean the Contractor's mobilization of all of the equipment and human resources required for the execution of the first three (03) months of the Permanent Works in accordance with the Program submitted by the Contractor under Clause 35 [Program]; (iii) if the Contractor is a joint venture, the release of the second instalment shall be further conditioned upon the certification of the Project Manager that all resources have been mobilized to site in accordance with the joint venture agreement; and (iv) fulfilment of the Contractor's obligation for providing facilities which include but are not limited to accommodation and vehicles for the Supervisory Consultant under Bill No. 7 [General Items] of Bill of Quantities.</p>
GCC 58.3	Repayment of the Advance Payments shall be: Twenty Percent (20%) from each and subsequent payment certificate.
GCC 59.1	The Performance Security amount is 10% of the accepted contract amount. In the case of Joint Venture, the performance security must be in the name of Joint Venture. The Performance Security shall be issued either (a) By a reputable bank, which may include scheduled banks, located in the Country, or (b) by a reputable foreign bank, selected by the Contractor and acceptable to the Employer for the entire duration of the Contract and until a date 28 days after the defect liability period. If the bank issuing the Performance Security furnished by the Contractor is outside the Country, the issuer shall have a correspondent bank in the Country to make it enforceable in the Country. The Performance Security shall be in the form annexed to the Bidding Document.
G. Finishing the Contract	
GCC 69.2	<p>Please add the following as Sub-Clause 69.2:</p> <p><i>"Upon the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Clause 22."</i></p>
GCC 71.1	<p>Add the following at the end of this sub-clause:</p> <p><i>On expiry of the Defects Liability Period, the Employer / Employer's representative shall constitute a committee comprising of Project Manager / Project Manager's representative, Employer / Employer's representative and the Contractor / Contractor's representative. The committee shall conduct a detailed inspection of the Works to ascertain the completion of any outstanding Work stated in Completion Certificate and remedying of defects to ascertain to the Project Manager for issuance of Defects Liability Certificate or otherwise.</i></p>
GCC 72.1	The date by which operating, and maintenance manuals are required is 30 days after

	<p>issuance of the Completion Certificate.</p> <p>The date by which "as built" drawings are required is before issuance of the Certificate of Completion</p>
GCC 72.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 72.1 is PKR 1,000,000. (PKR One Million).
GCC 73.2 (h)	The maximum number of days is: 100 days
GCC 75.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is ten percent (10%).
GCC 80 Monthly Progress Reports	<p>Please add the following as new Clause 80:</p> <p><i>"The Contractor shall provide the Project Manager with Monthly reports of its activities, including each of its obligations under the Contract and to the satisfaction of the Project Manager.</i></p>
GCC 81 EMP Implementation	<p>Please add the following as new Sub-Clause 81:</p> <p><i>"The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.</i></p> <p><i>The Contractor shall (a) establish an operational system for managing environmental impacts, (b) carry out all the monitoring and mitigation measures set forth in the Environmental Management Plan ("EMP"), (c) allocate the budget required to ensure that such measures are carried out, and (d) comply with any corrective or preventative actions instructed by the Project Manager."</i></p> <p><i>The Contractor shall appoint an Environmental Officer to serve as his organization's primary point of contact for any environmental management issues. The Environmental Officer will have authority to direct any aspect of the contractor's operations to implement the requirements of the Environmental Management Plan, site-specific environmental management plans, and any instructions from the Project Manager.</i></p> <p><i>The Contractor's Environmental Officer is required to have qualifications in Environmental Management, Environmental Science or a similar discipline and be able to complete the preparation of site-specific environmental management plans.</i></p> <p><i>Following the award of the contract and prior to construction commencing, the Contractor will review the EMP and develop it into a detailed site-specific Environmental Management Plan(s) (SEMP) that amplifies the conditions established in the EMP that are specific for the site and the tasks involved. The SEMP(s) will be submitted to the Project Manager for approval at least 10 days before taking possession of any work site. The Project Management Unit will approve the SEMP before granting access to the site.</i></p> <p><i>The Contractor shall prepare and submit monthly environmental monitoring reports to the Project Manager. These reports shall include but are not limited to: (i) a summary of environmental monitoring activities carried out during the reporting period; (ii) the results of environmental sampling and testing; (iii) information about non-compliances and corrective actions taken; and (iv) community concerns raised.</i></p> <p><i>The Contractor will have a system for recording and communicating any complaints received by any person employed by or contracted with the Contractor. The Contractor will communicate all complaints in writing to the Project Manager within</i></p>

one working day of their receipt.

The Contractor will ensure the provision of induction training in environmental issues and the requirements for environmental management to all personnel under his employment or contract. The Contractor will keep records of attendance at the training. The contractor will provide on-going training to all personnel employed or contracted by him on environmental issues and the requirements for environmental management.

Section 9: Contract Forms

Table of Forms

Letter of Acceptance.....	9-2
Contract Agreement.....	9-3
Performance Security	9-5
Advance Payment Security	9-6

Letter of Acceptance

[on letterhead paper of the Employer]

[date]

To: [Name and address of the contractor]

Subject: Contract No. [please specify]

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

[Choose one of the following statements:]

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

[or]

We do not accept that [insert the name of the adjudicator proposed by the Bidder] be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to [insert name of the appointing authority], the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with GCC 29.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement


Deputy Director Construction-Ih
Provincial Road, Improvement Project
C&W Department, Peshawar

Contract Agreement

THIS AGREEMENT made the [date] day of [month], [year], between [name of the Employer] (hereinafter "the Employer"), of the one part, and [name of the contractor] (hereinafter "the Contractor"), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) Letter of Acceptance,
 - (b) Letters of Technical Bid and Price Bid,
 - (c) Addenda Nos. [insert addenda number if any]¹
 - (d) Particular Conditions of Contract,
 - (e) List of Eligible Countries that was specified in Section 5 of the bidding document,
 - (f) General Conditions of Contract,
 - (g) Specifications,
 - (h) Drawings,
 - (i) Completed Activity Schedules or Bill of Quantities, and
 - (j) any other documents shall be added here.²
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

¹ Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information provided in the addenda/addendum.

² Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 54.1).

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

Signed by
for and on behalf of the Employer

Signed by
for and on behalf the Contractor

in the presence of:

in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

Performance Security

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

Beneficiary:[Name and address of the Employer]

Date:

Performance Guarantee No.:

We have been informed that [name of the contractor] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract and brief description of works] (hereinafter called "the Contract").

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

At the request of the Contractor, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]¹ [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

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

.....
[Signature(s) and seal of bank (where appropriate)]

-- Note to Bidder --

If the bank issuing performance security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.

- ¹ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the Employer. If the bank issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the Employer.
- ² Insert the date 28 days after the defect liability period. The Employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

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

Beneficiary: [Name and address of the Employer]

Date:

Advance Payment Guarantee No.:

We have been informed that [name of the contractor] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract and brief description of works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [name of the currency and amount in words]¹ [amount in figures] is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]² [amount in figures] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor:

- (a) used the advance payment for purposes other than the costs of mobilization and cash flow support in respect of the Works; or
- (b) has failed to repay the advance payment when it has become due and payable in accordance with the conditions of the Contract, specifying the amount payable by the Contractor.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number [contractor's account number] at [name and address of the bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty percent (80%) of the Contract Price has been certified for payment, or on the [date] day of [month], [year]³, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

.....
[Signature(s) and seal of bank (where appropriate)]

-- Note to Bidder --

¹ The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in any freely convertible currency acceptable to the Employer.

² Footnote 1.

³ Insert the expected expiration date of the time for completion. The Employer should note that in the event of an extension of the time for completion of the contract, the Employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months] [1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

If the bank issuing advance payment security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.