



AGA KHAN DEVELOPMENT NETWORK

Standard Bidding Documents for

*Construction of (60m) Flood Protection walls, Improvement of the Existing Road
from Kishmanja to Garamchasma Road and 7km link roads in Broghil Valley Upper
Chitral
All Weather Access Road (AWARD) Project
PAK-AKDN-CHI-002*

Section 0: Invitation to Bid (ITB)

Aga Khan Rural Support Programme (AKRSP), Chitral

PART 0 – Invitation to Bid

Section 0 General project information for bidders

0.1 Objectives

Project name: All Weather Access Road in Chitral

Location of project: Broghil Valley

Summary of Project:

This project (January 01, 2019 to December 31, 2022) has been designed to improve transportation facilities in the Broghil Valley which is situated in the extreme north of district Chitral at an altitude from 3048 meters to 4267 meters and at 250 km from Chitral town. The current dirt road / track has not been designed & developed as per standard of engineering practices with average width less than 2.43 meters and improper and often very steep gradient allowing mostly 4X4 vehicles to traverse. High incidences of landslides, flash floods, rock-fall, erosion by river and very limited mitigation measures, render transportation risky, expensive and time consuming for tourists and inhabitants of the area on this road. As a result, local communities have limited accessibility for about six months a year, especially during the winter season.

The overall objective of the project is to improve regional connectivity by linking the valleys of Broghil to the main road. These infrastructures will provide more reliable travel conditions in the area and enhance the socio-economic impact of existing PATRIP funded tourism facilities by allowing more tourists to visit these areas, broadening the spectrum of livelihood opportunities available to locals, and improving their access to basic services (health, education etc.) down country especially in town centres of Booni and Chitral. It will also increase local resilience by ensuring year-round availability of food and other daily use items including fuel in times of critical needs. With road and travel conditions improved till close to Afghan Border, family and trade visits across the border are expected to increase and other PATRIP funded tourism promotion facilities in Broghil will be more accessible especially during the festival time, providing an impetus for improved trade and cultural exchange and linkages between border communities of Pakistan and Afghanistan.

The contractor services are required to construct 7km link roads to connect villages of Garamchasmha, Chikar, Ishkarwaz and Garrel with main valley roads of Broghil. In addition, existing track of the valley road from Kishmanja and to Garamchashma Bridge will also be improved by constructing site/ retaining walls along land sliding sections of the road; and laying out causeways at different sections making access to Broghil easier and travel conditions better. As a part of it, 60m of flood protection walls will be built at Kishmanja bridge site which is very important and is the gateway to the entire valley. The contractors should ensure availability and usage of predefined specifications materials in the construction works as shared above. The link road gradient will be kept to a maximum of 2.5% and minimum of 0.5% while the maximum super elevation should be kept 10% to allow vehicles to traverse without any difficulty. The steepness of the incline at places will also be avoided by adding curves to make it safer for the vehicles to pass since road gets icy in Broghil and becomes very difficult to traverse up and/or down a steep grade. The construction activities of the project will be carried out following guidelines of Environmental and Social Management Plan (ESMP), Park Management Plan and COVID 19 related SOPs. The details scope of works/services is given in the section 3.2.

0.2 Source of Funding

PATRIP under All Weather Access Road Project has provided funds for improvement of roads infrastructures in the Broghil. AKRSP is responsible for implementation of this project in partnership with local community organizations represented by Cluster Organization (CO) and other stakeholders. The project activities will be regularly monitored by Georg Fiebig Consultants (GFC).

0.3 Deadline for works and services.

The construction activities will be completed in a **four -months period from August 20, 2022 to December 20, 2022.**

RELEVANT BACKGROUND INFORMATION

0.4 Project executing agency and stakeholders

AKRSP, established in 1982 and registered under companies act in Pakistan as non-profit company, has been working in Gilgit Baltistan & Chitral (GBC) region of Pakistan with the mandate to improve the quality of life of rural people through an approach rooted in social mobilization and community organization. AKRSP has supported construction and rehabilitation of more than 4,333 small infrastructure projects (bridges, roads, irrigation channels, hydropower units etc) throughout region with an increasing focus on connecting and developing isolated and resource poor valleys like Upper Yarkhun and Broghil in Chitral to provide locals with socio-economic development opportunities and access to services. AKRSP, with AKF's supervision, will implement the All-Weather Access Road Project in partnership with community organizations and in consultation with other AKDN agencies. The project staff and supervisors will closely monitor construction works to ensure quality and implementation of project in accordance with the defined specifications. AKRSP will maintain close coordination with the District Administration, Wildlife and other relevant departments to implement this project in a collaborated manner, complimenting their efforts in view of Valley Development Broghil Park Management plan priorities. Local communities will be involved in all stages of project implementation, through their Cluster Organization an umbrella of 9 Village Organizations (VOs) and 8 Women Organizations (WOs) that cover almost 100% of the households. Involvement of communities in all stages of project implementation will ensure transparency and accountability in the process. After completion, the project will be handed over to communities for routine and upkeep.

0.5 Procedure of bidding process

Documents to be submitted are defined in Section 1 - Instructions to Bidders, [paragraph 13](#).

0.5.1 Deadline for submission date and location for bidding

The deadline and location for submission of the complete bidding documents is mentioned in Section 2, - Bid Data Sheet, paragraph 20.6.

0.5.2 Minimum requirements for Bidders

To be successful, a bidder has to satisfy the following minimum requirements:

- **Work Experience:** Implemented 03 (three) projects of the same nature and of at least PKR 5 Million contract value each in the past 10 years in similar geographies. The past experience must be supported by completion certificates. Non-submission of completion certificates will lead to disqualification. Local experience is important for contractors to understand local level implementation challenges and better adoptability to culture and environment.
- **Financial Capability:** The average annual turnover in the last 05 years should be at least PKR 6 Million. The turnover must be supported by an original bank statement for the last five years in the name of the business. The bank statement shall be stamped by the bank.
- **Staff Resources:** The company should have at least 04 qualified staff i.e., 01 Civil Engineer 02 Sub Engineers (Civil) and 01 Surveyor in the payroll list.
- **List of Equipment:** The company should own at least 03 excavators, 01 tractor, 2 dumper (Mazda) and 03 Full Load Concrete Mixture Machine

In addition, relevant information, as described in Section 2, paragraph 13 and corresponding documents, must be submitted to the full satisfaction of the evaluation committee.

0.5.3 Evaluation of bids

A Bidder must submit the information specified in [Section 1](#) and [Section 3](#) of the Bidding Documents. The evaluation of bids will be carried out in two steps:

1. **Technical Qualification:** Required information will be evaluated on a 'pass' and 'fail' basis according to criteria listed in Section 1. Only if a bidder obtains a 'pass' for all required criteria, the financial bid will be opened and evaluated.

2. Financial evaluation: The most favourable bidder is the one with the lowest price and complying with all requirements.

The procedure of the evaluation of bids is defined in Section 1 - Instructions to Bidders, paragraph 28.

0.6 List of bidding documents

Additional and detailed information on the bidding documents can be found in the following Sections, which form an integral part of the bidding process and thus of the contract.

PART I Bidding Procedures

- Section 1 - Instructions to Bidders (ITB)
- Section 2 - Bid Data Sheet (BDS)
- Section 3.1 - Bidding Forms
- Section 3.2 - Bill of Quantities

PART II Employer's Requirements

- Section 4.1 - General Specifications
- Section 4.2 - Particular Specifications

PART III Conditions of Contract and Contract Forms

- Section 5 - Contract Form, incl. General and Particular Conditions of Contract

PART IV Scope of Works and Design Report

- Section 6 - Scope of Works, Design Report incl. attachments, drawings, etc.



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Section 1: Instructions to Bidders (ITB)

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List of Abbreviations

BDS	Bid Data Sheet
BoQ	Bill of Quantities
ITB	Instructions to Bidder
QD	Qualification Documents

INSTRUCTIONS TO BIDDERS

1 Scope of the Tender

- 1.1 The Employer invites interested companies to submit post-qualification documents for the realisation of the Works as described in Section 2, Bid Data Sheet (BDS).
- 1.2 The Employer issues these instructions for preparing a Qualification Document (QD) to Companies interested in bidding for the works described in paragraph 1.1 of the ITB.
- 1.3 The Company shall examine all instructions, forms, and terms in the QD and furnish all information or documentation required by the QD by completing fully all forms and supplying all the requested information. Supplementary pages may be inserted if required.
- 1.4 The name, contact details and responsible person of the Employer are named in the BDS.

2 Conflict of Interest

A firm participating in this present procurement process must not have a conflict of interest. Any firm found to have a conflict of interest shall be ineligible for an award of a contract. If there is any personal relationship between the bidder, the Employer or the PATRIP Foundation, this must be stated as this might result in an exclusion of the bidder.

3 Fairness and Transparency

- 3.1 All bidders who take part in a procurement for consulting services, goods or works must ensure a fair and transparent competition and to fulfil at least the International Labour Organisation's (ILO) key norms, which are ratified by the country in which the services or works are performed. These must be documented by signing a Declaration of Undertaking in compliance with the specimen provided in Section 3.1, paragraph 9. If the Declaration of Undertaking is not provided in the Technical Envelop by the bidder with the tender documents, the bidder will be excluded from the tender.
- 3.2 **Fraud and Corruption:** When participating in this tender, it is required that bidders, suppliers, contractors and their agents and any personnel thereof, observe the highest standard of ethics during the procurement and execution of contracts. For the purpose of this provision, the terms set forth are defined below:
 3. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 4. "fraudulent practice" is 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;
 5. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 6. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 7. "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation of money donor into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

- 3.3 **Confidentiality:** The tender process shall be treated confidentially. During the tender process, no information will be given to bidders or third parties who do not officially participate in the tender with regard to the evaluation of the proposals and recommendations for the award of contract. If the confidentiality has been broken the tender can be cancelled. In the time between the public announcement of the tender and the award of the contract, discussions with the bidders about their offers are not allowed. However, visits to the project sites or searching/reviews of documents are allowed as long as these activities serve the bidders for getting acquainted with the working environment. Furthermore, questions for clarification in writing are allowed. Answers will be given in writing and will be made available to all bidders who have registered.
- 3.4 **Eligible Bids:** Bids from companies, organisations or individuals are accepted for the tender, if none of the following reasons for exclusion apply:
8. The company, organisation or individual is listed in the sanction and embargo list of the UN Security Council, the EU or the German Government.
 9. The company, organisation or individual is legally barred from the procurement process on the grounds of previous violations of regulations on fraud and corruption.
 10. The company, organisation or individual to be contracted is an enterprise economically intertwined with persons conducting the tender.

4 Eligible Materials, Equipment and Services

The materials, equipment and services to be provided under the Contract shall be of the highest quality and long-life international recognized standard. At the Employer's request, the three Bidders having offered the lowest evaluated tender may be required to provide evidence of the quality standard certification and the origin of materials, equipment, and services, satisfactory to the Employer. "Origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided.

5 Joint Ventures

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- 5.1 The tender shall include all the information describing the firms' qualification and capacities for each joint venture partner, whereby the lead firm must provide the completed Tender Security.
- 5.2 In case of a successful tender, the Form of Agreement (Section 5, paragraph 1) shall be signed so as to be legally binding on all partners.
- 5.3 One of the partners shall be nominated as the lead firm; this nomination shall be evidenced by a power of attorney signed by legally authorized signatories of all the partners.
- 5.4 The lead firm shall be authorized to assume liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract, including payments by the Employer, which will be done exclusively with the lead firm.
- 5.5 All partners of the joint venture shall be liable jointly and individually for the execution of the Contract in accordance with the Contract terms and condition, and as stated in in the Form of Agreement (in case of a successful tender).
- 5.6 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender. All members of a joint venture must sign and submit with the bidding documents an individual Declaration of Undertaking. Failure to do so will lead to the disqualification of the joint venture.

6 One Tender per Bidder

Each Bidder shall submit only one tender either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one tender will be disqualified.

7 Cost of tendering

All cost for a site visit, obtaining information/data and preparation / submission of the qualification document, meetings, negotiations, etc. in relation with the qualification or the subsequent proposal shall be borne by the bidders.

8 Pre-tender meeting or site visit

- 8.1 The bidder is advised to attend any pre-tender meeting or site visit as scheduled in the BDS.
- 8.2 The bidder is advised to visit and examine the site of works and its surroundings and obtain all site information that may be necessary for preparing the tender and entering into a contract for construction of the works. The cost of visiting the site shall be at the bidder's expense.
- 8.3 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 losses, damage, costs, and expenses incurred as a result of the inspection.
- 8.4 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Within five (5) working days after the meeting the Employer will issue written answers on all questions posed and share these in writing with all prospective bidders that have received the tender documents.
- 8.5 Bidders must submit any questions in writing, to reach the Employer not later than one week before the pre-bid meeting.
- 8.6 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

TENDER DOCUMENTS

9 Contents of tender documents

- 9.1 The tender documents comprise the documents listed below, other documentation or drawings specified in the BDS.

PART I Bidding Procedures

- 11. Section 1 - Instructions to Bidder (ITB)
- 12. Section 2 - Bid Data Sheet (BDS)
- 13. Section 3.1 - Bidding Forms
- 14. Section 3.2 - Bill of Quantities (BoQ)

PART II Employer's Requirements

- 15. Section 4.1 - General Specifications
- 16. Section 4.2 - Particular Specifications

PART III Conditions of Contract and Contract Forms

- 17. Section 5 – Contract Form, incl. General and Particular Conditions

PART IV Scope of Works and Design Report

- 18. Section 6 - Scope of Works, Design Report incl. attachments, drawings, and other documents to best describe the works or services to be undertaken.
- 9.2 Bidders are expected to examine the tender documents, including all instructions, forms, BoQs, drawings, contract terms and specifications. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the documents in every respect, will be at the bidder's risk and will lead to the rejection of the tender as an outcome of the of non-qualifying in the Technical Evaluation OR not fulfilling the documents required for Technical Evaluation. By submitting priced BoQs bidders acknowledge the correctness of the BoQs, the related drawings and specifications, unless the bidder specifically points out any discrepancy between the aforementioned documents in the bidding document.

10 Clarifications and questions

- 10.1 An interested bidder requiring any clarification of the qualification documents may notify the Employer in writing to the Employer's address indicated in the BDS. All requests for clarification must be received by the Employer no later than ten (10) calendar days prior to the deadline for the submission of documents.
- 10.2 Responses to requests for clarification will be made by the Employer to all interested bidders no later than seven (7) calendar days prior to the deadline for the submission of documents.
- 10.3 The qualification and all documents and correspondence relating to the qualification exchanged between the company and the Employer shall be written in the language of the qualification specified in the BDS. Supporting documents and printed literature furnished by the company may be in other languages.

11 Amendment of tender documents

- 11.1 At any time prior to the deadline for submission of bids, the Employer may amend the tender documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing to all prospective bidders that have received the tender documents. Prospective bidders shall promptly acknowledge the receipt of each addendum in writing to the Employer.

- 11.3** 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 submission of bids, in accordance with paragraph 20.6.

PREPARATION OF BIDS

This bidding procedure will be carried out according to the latest version of the “PATRIP Foundation Project Implementation Guidelines and Reporting Manual”.

The technical qualification documents and the financial bid shall be submitted simultaneously in two separate envelopes (one stage two-envelope procedure with one outer and two inner envelopes). In the first public session, only the technical envelopes with the qualification documents will be opened and examined for completeness, including the Declaration of Undertaking and the Tender Security, and fulfilment of the compliancy criteria – refer to paragraph 13.1.1. During the first public session the financial bid must not be opened and the bid price must not be read out. If any bidder mentions the bid amount in the technical qualification documents or any other separate page of the technical proposal, this will be at the bidder’s risk and will lead to the rejection of the contractor’s bid. Bidders shall be informed in writing to participate in first public session and bidders are required to reply in writing about their participation.

The qualification of submitted bids will be evaluated according to the criteria specified under paragraph 28. In the second public session, the financial envelopes, with the price bid of those bidders who have fulfilled the qualification criteria, will be opened. Bidders shall be informed in writing to participate in second public session and bidders are required to reply in writing about their participation.

12 Language of bid

The qualification document as well as all correspondence and documents relating to the qualification shall be in English language. Supporting documents and printed literature, that are part of the application, may be in another language.

13 Documents comprising the bid

Bidders must meet all requirements as specified. Failure to meet even a single criterion will lead to a fail, which will lead to the exclusion of the bidder.

The bid documents to be submitted are divided in two components:

- Technical Qualification Document (inner envelope 1)
- Financial Bid Document (inner envelope 2)

13.1 Technical Qualification Documents (inner envelope 1)

13.1.1 Documents for Compliancy

1. Declaration of Undertaking, using the form given in Section 3, paragraph 1. This form must be used without any alteration, addition or omission. Bidders should be aware that any fraudulent or corrupt activities disqualify them immediately from participation in the selection process and will be subject to further legal investigation. Technical Qualification proposals will be rejected, if the interested company or any Joint Venture / Association member has not submitted a signed Declaration of Undertaking with the Technical Qualification Documents.

2. Tender Security, using the form given in Section 3, paragraph 2

13.1.2 Documents for Technical Qualification

3. Letter of Submission, using the form given in Section 3, paragraph 3. This format must be used without any alteration, addition or omission

4. Bidder Information Form, using the form given in Section 3, paragraph 4. This format must be used without any alteration, addition or omission. In addition, the following documents have to be provided:

- Copy of a valid registration of firm. The receipt for application for renewal of the registration will not be considered as a valid registration of the firm and might lead to the rejection of the tender;

- Written authorisation (the same individual cannot be authorised by two different firms);
- In case of Joint Venture / Association: Letter of Intent from Joint Venture / Association partner and
- In case of Joint Venture / Association: Letter of Application for each partner incl. Name of company, leading the Joint Venture / Association

5. Work Experience in the last five (5) years, using the form given in Section 3, paragraph 5. Bidders and each member of a Joint Venture / Association should provide information on their work experience relevant to carry out the tendered work, concerning technical and country / regional expertise. Max. 05 relevant references on assignments of a similar size and nature must be provided:

- Satisfactory completion of projects of the same nature as the works to be tendered and of a certain contract value each in the past five (5) years. The specific numbers and amounts are defined in the BDS.
- Satisfactory completion of projects with a certain contract value of in countries of the region in the last five (5) years. The specific numbers and amounts are defined in the BDS.
- The Bidders should have been involved in the completion of the projects within the last 5 (five) years in the role of principal or lead contractor, a partner in a joint venture or as a major sub-contractor. The projects listed above should have been implemented successfully.
- The Applicant (in case of consortium/joint ventures each partner) should have a business license since at least five (5) years.

6. Financial Capability, using the form given in Section 3, paragraph 6. In addition, bank statements have to be attached. Each statement page must be signed by the declaring company. Do not include full financial reports. The average annual turnover over the last five (5) years shall be at least as specified in the BDS. This form has to be filled in by each member of a Joint Venture / Association. In case of a joint venture, the turnover will be satisfied by the JV as a whole and not individually by each member.

7. Staff Resources, using the form given in Section 3, paragraph 7. The Bidder must demonstrate that his personnel foreseen for the key positions meet the minimum requirements as specified in the BDS. CVs of key staff must be attached, using the form given in Section 3, paragraph 7.

8. Company's Equipment, using the form given in Section 3, paragraph 8. Each individual major item of equipment that is required as per the Employer's requirements to be deployed on the Contract must be mentioned.

- a. Knowledge of the type and quantity of equipment required to complete the work of each engineering category; and
- b. Possession of all required equipment or the ability to obtain it otherwise for the work.
- c. The Bidder shall demonstrate that he has the knowledge and possession of the type and quantity of equipment required to perform the works in question by applying most suitable equipment and state-of-the-art technologies in order to ensure that all quality requirements according to international standards, technical specifications and within the timeframe can be complied with. The employer reserves the right to physically verify the list of equipment.

9. Present Projects, using the form given in Section 3, paragraph 9.

10. Method Statement, using additional information given in Section 3, paragraph 10 unless stated otherwise in the BDS. The clearness, logical sequence, completeness of the method statement and construction schedule will be evaluated. The contractor must show that he understood the interrelation of the various tasks and show clearly how he intends to perform the works, which equipment is required, the number and composition of working teams etc., Please see BDS for details.

11. Implementation Schedule, using additional information given in Section 3, paragraph 11 as proposed by the bidder for the implementation of the project.

12. Additional Information, as specified in Section 3, paragraph 12. In particular:

- a. Declaration of submitting a proposal.

- b. Technical Information and Data Sheets: The completeness of information, the quality of material, machinery and other plant, the compliance with the specifications will be evaluated.
- c. Employer's references and/or Taking Over Certificates and/or other references for the above projects (if certificates are existing).
- d. Photos of projects carried out for each project (if photos are available).
- e. Any other information supporting the company's eligibility.

13.2 Financial bid document (inner envelope 2)

13.2.1 Financial Bid Document

13. Letter of Bid, using the form given in Section 3, paragraph 13.

In case the form of bid is not filled in completely, the bid will be excluded from further evaluation and the company will be disqualified from the tender process.

14. Information on intended sub-contracts, using the form given in Section 3, paragraph 14, if applicable, otherwise please fill in 'n/a'.

15. Priced Bill of Quantities, using the form given in Section 3, paragraph 15.

- a. Unless where Bill of Quantities (BoQ) have been made available by the Employer, the bidder has to elaborate and submit complete BoQ for all services (design and construction works) to be carried out, to provide the tendered infrastructure. The BoQ shall be elaborated in conjunction with the documents of this limited competitive bidding, e.g. Conditions of Contract, the Technical Specifications and the Drawings.
- b. Where the Employer has made available BoQ for the project with the tender documents it is the responsibility of the bidder to review, and where deemed necessary, notify the Employer about any required miscalculation or omissions noticed in the BoQ. By submitting a bid bidder confirms the correctness of the BoQ and has no right to claim any extra volumes, should an omission or miscalculation be noticed after the signing of the contract.
- c. The bidder shall satisfy himself as to the meaning of every item in the BoQ and the frame conditions for the execution of the respective work. The fixed prices entered in the BoQ for the various sections of works are deemed to cover all supplies and work, finished and completed in all respects.
- d. The items set forth in the BoQ and the prices entered therein shall, except insofar as may be otherwise expressly provided for in the Contract, be deemed to cover all the Contractor's liabilities and obligations and all matters and things necessary for the proper performance, intended function and maintenance and completion of the works as specified.
- e. The rates shall include the following unless expressly stated otherwise:
 - o labour and all costs in connection therewith;
 - o the supply of materials and goods to site, including costs for purchase, transportation, storage, wastage and any other charges;
 - o equipment and all costs in connection therewith;
 - o fixing, erecting and installing or placing;
 - o all Temporary Works, complete including equipment, tools and consumables, and;
 - o charges, overheads and profit.
- f. No extra payment shall be made in respect of anything described in the Contract for which no corresponding item is given in the BoQ although necessary for completion of the Work and the cost thereof shall be deemed to be included in and covered by the Contract Price elsewhere as aforesaid. Any requirements written down in the Technical Specifications, which have not been included in the Bill of Quantities shall be deemed to have been included within the priced items in the BoQ. The cost of any item against which no unit rate has been entered shall be deemed to be covered by unit rates of other items.
- g. In case the Employer evaluates that the BoQ does not cover the complete works acc. to the requirement and specifications, the bid will be excluded from further evaluation.

- 13.3 The bidder shall submit offers, which comply with the requirements of the tender documents, including the basic technical requirements as indicated in the drawings and specifications. The attention of bidders is drawn to the provision of paragraph 9 regarding the rejection of bids, which are not responsive to the requirements of the tender documents.

14 Tender Prices

- 14.1 The Contract shall be for the works and services as described in the BDS, paragraph **Error! Reference source not found.**, based on the schedule of unit rates and prices submitted by the bidder.
- 14.2 The bidder shall fully fill in rates and prices for all items of the works and services, as described in the BoQ. Items for 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 other rates and prices in the BoQ.
- 14.3 Should the quantity of any item be missing/or be miscalculate in the BoQ the bidder must inform the Employer so that a correction can be undertaken.
- 14.4 All duties, taxes and other levies of the project country payable by the Contractor under the Contract, or for any other cause, shall be included in the rates and prices and the total tender price submitted by the bidder. The evaluation and comparison of tenders by the Employer shall be made accordingly.
- 14.5 The rates and prices quoted by the bidders are not subject to adjustment during the performance of the contract, as specified in the BDS.

15 Currencies of Tender and Payment

The unit rates and prices shall be quoted by the bidder only in in the currency as specified in the BDS.

16 Tender Validity

- 16.1 Tenders shall remain valid for a period as specified in the BDS.
- 16.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Tender Security. A bidder agreeing to the request will not be required or permitted to modify his tender but will be required to extend the validity of his Tender Security for the period of the extension, and in compliance with paragraph 17 in all respects.

17 Tender Security (Bid Bond)

- 17.1 The bidder shall furnish as part of his tender, a Tender Security as specified in the BDS.
- 17.2 The Tender Security shall, at the bidder's option, be in the form of a certified check, bank draft, standby letter of credit or guarantee from a bank located in the country of the Employer or a foreign bank, which has been determined by the bidder to be acceptable to the Employer. The format of the tender bank guarantee shall be in accordance with the sample form of Tender Security included in Section 3, paragraph 10. Bank guarantees issued as surety for the tender shall be valid for 28 days beyond the validity of the tender.
- 17.3 Any tender not accompanied by an acceptable Tender Security will be rejected by the Employer as non-responsive.
- 17.4 The tender securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of tender validity.
- 17.5 The Tender Security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required Performance Security.
- 17.6 The Tender Security may be forfeited
- 17.6.1 If the bidder withdraws his tender during the period of tender validity;
- 17.6.2 If the bidder does not accept the correction of his tender price, pursuant to paragraph 28.7;
- or

17.6.3 In the case of a successful bidder, if he fails within the specified time limit to

- (i) Sign the Agreement, or
- (ii) Furnish the required Performance Bank Guarantee.

18 Alternative Proposals by Bidders

- 18.1 Bidders shall submit offers, which comply with the requirements of the tender documents and with the basic technical design as, indicated in the Drawings and Specifications. Alternatives may be submitted, if allowable in the BDS, but will not be considered as part of the evaluation and comparison procedure of tenders. The attention of bidders is drawn to the provisions of paragraph 28 regarding the rejection of tenders, which are not substantially responsive to the requirements of the tender documents.
- 18.2 When alternatives are explicitly invited or permitted, a statement to that effect will be included in the BDS, together with the submission requirements and the methods for evaluating such alternatives.

19 Format and Signing of Tender

- 19.1 The bidder shall prepare one original of the documents comprising the tender as described in paragraph 13, with the section containing the Form of Tender, and clearly marked "ORIGINAL". In addition, the bidder shall submit copies of the tender, in the number specified in the BDS, and clearly marked as "COPY". In the event of a discrepancy between the original and the copies, the original shall prevail.
- 19.2 The original and all copies of the tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to paragraph 13.2, as the case may be. All pages of the tender where entries or amendments have been made shall be initialled by the person or persons signing the tender.
- 19.3 The tender shall contain no alternations, omissions or additions, except those to comply with instructions issued by the Employer or, as necessary, to correct errors made by the bidder. Any such correction shall be valid only if it is initialled by the person or persons signing the tender.

SUBMISSION OF BIDS

20 Sealing and marking of Bids

20.1 The bidder shall submit his tender in two inner envelopes:

- 20.1.1 One envelope (inner envelope 1) marked "TECHNICAL QUALIFICATION DOCUMENTS" containing the original and copy of the qualification documents as specified in paragraph 13.1.
- 20.1.2 One envelope (inner envelope 2) marked "FINANCIAL BID DOCUMENTS" containing original and copies of the complete bid as specified in paragraph 13.2.

The inner envelopes shall be sealed in an outer envelope.

20.2 The inner and outer envelopes shall:

- 20.2.1 be addressed to the Employer at the address provided in the BDS;
- 20.2.2 bear the name and identification of the contract as defined in the BDS; and
- 20.2.3 provide a warning not to open before the specified time and date for tender opening.

20.3 In addition to the identification required above, the inner envelopes shall indicate the name and address of the bidder to enable the tender to be returned unopened in case it is declared "late" pursuant to paragraph 21, and for matching purposes under paragraph 22. The envelope "FINANCIAL BID DOCUMENTS" shall also provide the warning "only to be opened if qualification is approved".

20.4 If the outer envelope is not sealed and marked as required above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. If the outer envelope discloses the bidder's identity, the Employer will not guarantee the anonymity of the tender submission, but this shall not constitute grounds for rejection of the tender.

20.5 The complete documents shall be submitted in original and copies as specified: The "ORIGINAL" shall be submitted by as one original and number of copies as specified in the BDS including a softcopy (searchable pdf-file) to the address of the Employer as indicated in the BDS.

20.6 The deadline for the receipt of the qualification documents at the Employer is defined in the BDS. Failure to respect these requirements will constitute a formal error and will result in the rejection of the qualification proposal. For timely delivery, receipt of the application by the Employer is relevant. The Employer may extend the deadline for submission of bids by amending the tender documents in accordance with paragraph 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

21 Neglecting of Bids

Bids are disregarded if:

- 19. Anybody involved in the tender procedure has influenced the selection procedure with illegal payments or by granting or promising other advantages, or if circumstances suggest that such influence has been exercised;
- 20. A bid has been received after expiry of the deadline. The bidders are advised to inform the Employer by e-mail before the deadline for submission when and how they have sent or will deliver the tender. In case of sending by courier, copies of evidence shall be attached.
- 21. The bid does not fulfil the criteria in the request for tenders in essential points, if it is incomplete or contains inadmissible restrictions;
- 22. The statement by the applicant that he is associated with other companies does not clearly show that the former or the latter will not apply to participate in the same project as manufacturers, suppliers or construction firms;
- 23. The bidder and not all members have submitted a Declaration of Undertaking in compliance with the specimen in Section 3, paragraph 9 and/or a Tender Security.

22 Modification and withdrawal of bids

- 22.1 The bidder may modify, substitute, or withdraw its tender by giving notice in writing to the Employer before the deadline prescribed in paragraph 20.6.
- 22.2 The bidder's modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with paragraph 20, with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 22.3 No tender may be modified by the bidder after the deadline for submission of bids.
- 22.4 Withdrawal of a tender between the deadline for submission of bids and the expiration of the period of tender validity may result in the forfeiture of the Tender Security pursuant to paragraph 17.6.

TENDER OPENING AND EVALUATION

23 Bid Opening

- 23.1 The Employer will register all Tenders and open the qualification documentation in the presence of the evaluation committee and any person wishing to participate, on the same day as specified in the BDS.
- 23.2 No tender shall be rejected at tender opening, except for late bids, which shall be returned unopened to the bidders pursuant to paragraph 21.
- 23.3 The bidders' names, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of the Technical Qualification Documents. Bids (and modification submitted pursuant to paragraph 22) that are not opened at tender opening will not be considered further for evaluation, irrespective of the circumstances. The financial envelopes must remain sealed and the bid amount must not be read out nor recorded in the minutes of the bid opening.
- 23.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present, in accordance with paragraph 23.3. A copy of the minutes will be sent to all bidders who submitted a tender.
- 23.5 Subsequent to the evaluation of the technical qualification documents, the Employer will open the financial envelopes (Financial Bid Documents) of bidders who qualified in the technical evaluation only, including tender price, substitutions and modifications submitted (if applicable) and any such other details as the Employer may consider appropriate, pursuant to paragraph 22. Bidders, who are qualified technically shall be invited to attend the opening of the financial bids and shall confirm their attendance by signing an attendance list.
- 23.6 The Employer shall prepare minutes of the financial bid opening. A copy of the minutes will be sent to all bidders who submitted a tender.

24 Process to be confidential and transparent

- 24.1 The tender evaluation process up to the award of a contract is confidential.
- 24.2 Information relating to the examination, clarification, evaluation and comparison of bids, and recommendation for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.
- 24.3 Any effort by a bidder or its agents to influence the Employer's evaluation of bids or award decision, including the offering or giving of bribes, gifts, or other inducement, will result in the invalidation of its tender and the forfeiture of its Tender Security, pursuant to paragraph 17.6.
- 24.4 All decisions will be made by the Employer's tender evaluation committee, in presence of the PATRIP Foundation officials or appointed persons, if present, and require the no-objection of PATRIP Foundation.

25 Clarification of bids

To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its tender, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer during evaluation of the bids in accordance with paragraph 26.

26 Examination of bids and determination of responsiveness

- 26.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender is responsive to the requirements of the Tender Documents. For the purpose of these processes, a substantially responsive Tender is one, which conforms to all the terms, conditions and requirements of the Tender Documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works, or which limits in any substantial way (inconsistent with the Tender Documents) the Employer's rights or the Contractor's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting responsive Tenders.
- 26.2 A tender determined as substantially non-responsive will be rejected by the Employer and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 26.3 The tender will be classified as non-responsive and result in the invalidation of the tender if:
- 24. No Declaration of Undertaking has been submitted in the technical envelop;
 - 25. No Tender Security has been submitted in the technical envelop;
 - 26. False statements or evidence of fraud is discovered during evaluation;
 - 27. The priced BoQ or schedule of price and related data sheets have not been completed and properly filled out with the relevant entries; and
 - 28. The technical evaluation results in one or more 'Fail(s)'.
- 26.4 The Employer may waive any minor informality or non-conformity or irregularity in a tender, which does not constitute material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tender.

27 Qualification

- 27.1 As a pre-condition to opening the Financial Bid Documents (inner envelope 2) the Employer will determine to its satisfaction whether the bid meets the qualifying criteria specified in the paragraphs 2 and 3 and returns 'Pass' for all criteria as well as on the basis of the document submitted has demonstrated that he is capable of performing the contract satisfactorily.
- 27.2 The final determination will be based upon an examination of the qualification documentary evidence of the bidder's qualifications submitted by the bidder in its tender as described in paragraph 13.
- 27.3 The capabilities of the subcontractors proposed in the tender to be used by the lowest evaluated bidder will also be evaluated. Their participation should be confirmed with a letter of intent, as needed. Should a subcontractor be determined to be unacceptable, the tender will not be rejected, but the bidder will be required to substitute an acceptable subcontractor without any change to the tender price.

28 Evaluation and comparison of bids

- 28.1 A bidder will be evaluated in accordance with the procedures set out in the latest version of the "PATRIP Foundation Project Implementation Guidelines and Reporting Manual", available at PATRIP Foundation.
- 28.2 The evaluation process comprises a technical qualification evaluation and a financial evaluation. Those bidders which fulfil all technical qualification criteria and score a 'Pass' for all technical criteria mentioned under 28.3, will qualify technically and have their Financial Bid Documents opened. The most favourable bidder is the one technically qualified bidder with the lowest evaluated bid price, fulfilling all requirements. The lowest bid price alone is generally not decisive.
- 28.3 The technical evaluation will be carried out in two steps:

Compliance check: Availability of Declaration of Undertaking, Tender Security and separated and sealed financial envelope. If these documents are not submitted according to the criteria (paragraph 13, 14, 26, 28 as well as in section 3), the company will be disqualified immediately without any further evaluation.

Technical qualification: Evaluation of general company information (letter of submission, bidder information form, work experience, financial capability, staff resources, present projects) and specific company information (company's equipment, method statement, time schedule, additional information, completed and initialised tender documents). Each criterion will be evaluated separately with 'Pass' and 'Fail' according to the criteria listed in the paragraph 13, 14, 26, 28 as well as in section 3. Should the bidder score one or more 'Fail(s)' in this section the company will be considered non-responsive and be excluded from any further evaluation. In detail:

28.3.1 **1. Declaration of Undertaking** using the form provided;

28.3.2 **2. Tender Security**, using the form provided;

28.3.3 **3. Letter of Submission:** Bidders have to fill in the form, as described in paragraph 13.1 in conjunction with the relevant forms in Section 3 shall be provided.

28.3.4 **4. Bidder Information Form:** Bidders have to fill in the form, as described in paragraph 13.1 in conjunction with the relevant forms in Section 3 shall be provided.

28.3.5 **5. Work Experience:** Bidders shall satisfy all of the conditions as described in paragraph 13.1 in conjunction with the relevant forms in the Annex shall be provided.

In case the Employer evaluates that the experience is not sufficient, the bid will not be considered for the evaluation of the financial bid.

28.3.6 **6. Financial Capability:** Information submitted regarding a joint venture, must consider all of the assets, liabilities and contractual commitments of the joint venture members. The assets, liabilities and obligations of the individual partners shall be shown separately. The information, as described in paragraph 13.1 in conjunction with the relevant forms in Section 3 shall be provided.

The Bidder shall demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

The Bidder must have access to credit and other financial facilities adequate to assure the required cash flow for the duration of the Contract. In any case the credit amount available for the execution of the Project (and not already committed to other activities) should be a minimum of twice the contract price.

Only financially capable firms, which have submitted the necessary statements and declarations and which satisfy the set conditions will be evaluated.

Qualification documents of Companies, Joint Ventures or Consortia providing evidence of fewer turnovers (certified net sales) than required will be excluded from further evaluation. In case the Employer evaluates that financial resources are not sufficient, the bid will not be considered for the evaluation of the financial bid.

28.3.7 **7. Staff Resources:** Bidders shall satisfy all of the conditions as described in paragraph 13.1 in conjunction with the relevant forms in Section 3 shall be provided. For key staff CVs shall be provided.

In case minimum staff requirements cannot be proposed, the bid will not be considered for the evaluation of the financial bid.

28.3.8 **8. Company's Equipment** (for all firms in a joint venture/consortium): Bidders shall satisfy all of the conditions as described in paragraph 13.1 in conjunction with the relevant forms in Section 3 shall be provided.

In case the Employer evaluates that the list and description of equipment does not lead to the specified results, the bid will not be considered for the evaluation of the financial bid.

28.3.9 **9. Present projects:** Bidders shall satisfy all of the conditions as described in paragraph 13.1

in conjunction with the relevant forms in Section 3 shall be provided.

In case the Employer evaluates that resources are not sufficient to carry out the present additional project, the bid will not be considered for the evaluation of the financial bid.

- 28.3.10 **10. Proposed Method statement:** The bid for services must present the methodological approach and the programme of work in such a way that their suitability regarding the terms of reference can be assessed and can be compared with other qualified bids: this includes a work programme such as mobilization of labour/ machineries, initiation of construction works, and provision of materials at sites. If according to the professional judgement of the evaluation committee and of the PATRIP Foundation there is an evident discrepancy between the terms of reference and the scope of works, the bid may not be considered. The bid shall clearly describe how the task will be undertaken in a particular time. The bid must be supplemented with proper work plan and achievement of each of the milestones.
- In case the Employer evaluates that the method statement does not lead to the specified results, the bid will not be considered for the evaluation of the financial bid.**
- 28.3.11 **11. Implementation Schedule:** Bidders shall elaborate a realistic time schedule considering all relevant steps to achieve excellent result.
- In case the Employer evaluates that the implementation schedule is not realistic, the bid will not be considered for the evaluation of the financial bid.**
- 28.3.12 **12. Additional information:** Bidders shall all of the conditions as described in paragraph 13.1 in conjunction with the relevant forms in Section 3 shall be provided.
- 28.4 Tenders are only technically qualified, if all documents (see section 3) are submitted according to the stipulated templates and all points are described to full satisfaction of the evaluation committee. Only in case that the company information is not sufficient, a query for additional information (about general or specific company information) from the bidder will be requested acc. to paragraph 25. If the requested information can be approved, the bidder will be considered for the opening of the financial proposal, if not the bidder is excluded. There will be no ranking.
- 28.5 Only if the bidder is technically accepted (see paragraph 28.3), the financial envelopes will be opened. The most favourable bidder is the one with the lowest price after applying paragraphs 28.6 to 28.11.
- 28.6 The Financial Envelopes will be checked for any arithmetic errors, which will be corrected by as follows:
- 28.6.1 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - 28.6.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 28.7 The amount stated in the Form of Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of tender, his tender will be rejected, and the Tender Security may be forfeited in accordance with paragraph 17.6.
- 28.8 The Employer will determine for each tender the Evaluated Tender Price by adjusting the Tender Price as follows:
- 28.8.1 Making any correction for errors pursuant to paragraph 28.6;
 - 28.8.2 Making any adjustment for modifications pursuant to paragraph 22.
- 28.9 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors, which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

- 28.10 The estimated effect of the price adjustment provisions, if any, of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in tender evaluation.
- 28.11 If the tender of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the Contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in paragraph 33 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

29 The Employer's right to accept any tender and to reject any or all bids

Notwithstanding paragraph 30, the Employer or PATRIP Foundation reserve the right to accept or reject any tender, and to cancel the tender process and reject all bids, at any time prior to the award of Contract without thereby incurring any liability to the affected bidder or bidders, or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action. Reasons to cancel the tender may be:

- 29. The project funded by PATRIP Foundation has been cancelled;
- 30. Circumstances underlying the invitation to tender have changed materially;
- 31. No bid satisfies the criteria for the award of the contract;
- 32. Competition was inadequate;
- 33. The price quotations are obviously unreasonable and/or exceed the financial resources earmarked for the contract. In this case, the Implementing Partner, with approval by PATRIP Foundation may, as an alternative to re-tendering, enter into negotiations with the winning bidder to try to obtain a satisfactory offer.
- 34. The responsive bids substantially exceed the budget; and
- 35. The rates of the bid are obviously and clearly unreasonably high.

AWARD OF CONTRACT

30 Award criteria

Subject to paragraph 29, the Employer will award the Contract to the bidder whose tender has been determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price, provided that such bidder has been determined to be qualified to perform the contract satisfactorily in accordance with the provisions in paragraph 28.1. The most advantageous bid determined based on this procedure after correction of any arithmetic errors will win the contract. The lowest bid price alone is generally not decisive.

31 Notification of Award

- 31.1 Prior to expiration of the period of tender validity the Employer will notify the successful bidder by fax, confirmed by registered or handed over letter, that its tender has been accepted. This will be announced by e-mail. The notification of award shall specify the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed in the Contract (hereinafter and in the Conditions of Contract called "the Contract Price"). The Employer reserves the right to reduce the scope of the works if contracting of the complete scope would exceed the available budget.
- 31.2 The notification of award (hereinafter and in the Conditions of Contract called the "Letter of Acceptance" will constitute the formation of the Contract.

32 Signing of Contract Agreement

- 32.1 At the same time that the Employer notifies the successful bidder that its tender has been accepted, the Employer will send the bidder the Agreement in the form provided in Section 5, paragraph 1, incorporating all understandings between the parties.
- 32.2 Within twenty-eight (28) days of receipt of the Agreement, the successful bidder shall sign the Agreement and return it to the Employer, together with the required Performance Security.
- 32.3 Upon fulfilment of paragraph 32.2, the Employer will promptly notify the other bidders that their bids have been unsuccessful and their Tender Security will be returned as promptly as possible, in accordance with paragraph 17.5.

33 Performance Security

- 33.1 Within fifteen (15) days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a Performance Security in accordance with the Conditions of Contract and in the form stipulated in the tender documents, or in another form acceptable to the Employer.
- 33.2 Failure of the successful bidder to comply with the requirements of paragraphs 32 or 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the Employer may make the award to the next lowest evaluated bidder or call for new bids.
- 33.3 The Employer is not bound to select any company.
- 33.4 The preparation and the submission of the qualification document is the responsibility of the applicant and no relief or consideration can be given for errors and omissions.
- 33.5 After opening of the qualification documents until preparation of the short-list of the qualified companies, no communication of any type shall be entertained unless called for by the establishments.



AGA KHAN DEVELOPMENT NETWORK

*Construction of (60m) Flood Protection walls, Improvement of the Existing Road
from Kishmanja to Garamchasma Road and 7km link roads in Broghil Valley Upper
Chitral
All Weather Access Road (AWARD) Project
PAK-AKDN-CHI-002*

Section 2: Bid Data Sheet (BDS)

Paragraph 1: Name and address of the Employer:

Akhtar Ali

Regional Programme Manager

Aga Khan Rural Support Programme,

Regional Programme Office near Shahi Qilla Chitral KPK

Paragraph 1: Description of Works

Under All Access Road (AWARD) Project, AKRSP will construct 7km link roads to connect villages of Garamchasma, Chikar, Ishkarwaz and Garrel with main valley roads of Broghil. In addition, existing track of the valley road from Kishmanja and to Garamchasma Bridge will also be improved by constructing site/retaining walls along land sliding sections of the road; and laying out causeways at different sections making access to Broghil easier and travel conditions better. As a part of it, 60m of flood protection walls will be built at Kishmanja bridge site which is very important and is the gateway to the entire valley. The contractors should ensure availability and usage of predefined specifications materials in the construction works as shared above. The link road gradient will be kept to a maximum of 2.5% and minimum of 0.5% while the maximum super elevation should be kept 10% to allow vehicles to traverse without any difficulty. The steepness of the incline at places will also be avoided by adding curves to make it safer for the vehicles to pass since road gets icy in Broghil and becomes very difficult to traverse up and/or down a steep grade. The construction activities of the project will be carried out following guidelines of Environmental and Social Management Plan (ESMP), Park Management Plans and COVID 19 related SOPs. The details scope of works/services is given in the section 3.2

Paragraph 1: Time for Completion of the Works

The project will be completed within 04 months **period i.e., August 20, 2022 to December 20, 2022** subject to opening of valley road, security situation and occurrence of no disaster events.

Paragraph 8: Pre-Bid meeting or site visit

A pre-bid meeting will be held within 10 days after tender advertisement in the Regional Programme Office of AKRSP. During the pre-bid meeting, all the requirements of the bid will be presented to interested companies and clarifications can be sought by bidders. *The participation is not mandatory. Meeting minutes will be sent to all bidders who have expressed their interest in the bid. AKRSP will also assist if any bidder shows interest for site visit before submission and any related field expenses will not be borne by AKRSP.*

Paragraph 9: Content of tender documents

Bidder should provide all documents as specified in paragraph 9 of Section 1.

Paragraph 12: Language of Bid

The language of the Tender and the Contract Documents will be English.

Paragraph 13: Qualifying Requirement

Qualification documents will only be considered from companies who have complied fully with the criteria as described.

Paragraph 13.1e: Work Experience

The Bidder shall present max. 03 (three) relevant references on assignments of a similar size and nature must be provided:

- Satisfactory completion of at least 03 (three) projects of the same nature as the works to be tendered and of at least PKR 5 Million contract value each in the past **10 years in Chitral**.
- The past experience must be supported by completion certificates. Non-submission of completion certificates will lead to disqualification. Local experience is important for contractors to understand local level implementation challenges and better adaptability to culture and environment.

Paragraph 13.1f: Financial Capability

The average annual turnover in the last 05 years should be at least PKR 6 Million. The turnover must be supported by an original bank statement for the last five years in the name of the business. The bank statement shall be stamped by the bank.

Paragraph 13.1g: Staff Resources

The Bidder must demonstrate that his personnel foreseen for the key positions meet the minimum requirements:

The Bidder must have at least the following the staff:

- 1 Civil Engineer with 5 year of relevant experience
- 2 Sub Engineers with 03 years of relevant experience
- 1 Surveyor with at least 03 years of experience

Paragraph 13.1h: Equipment resources:

- Special attention in evaluation will be given to the following technical descriptions:
- 03 excavators
- 01 tractors
- 02 dumpers/mazda
- 03 full load concrete mixer machines

Paragraph 13.1i: Method statement

The bid for services must present the methodological approach and the programme of work in such a way that their suitability regarding the terms of reference can be assessed and can be compared with other qualified bids: this includes a work programme such as mobilization of labour/ machineries, initiation of construction works, and provision of materials at sites. The bid shall clearly describe how the task will be undertaken in a particular time. The bid must be supplemented with proper work plan and achievement of each of the milestones.

Paragraph 14.1: Works by others

The bidder can subcontract specific works or supplies to any other contractor however it is important that detailed information concerning sub-contractors and the type and percentage of the work to be sub-contracted or supplies to be subcontracted to other suppliers or contractors will be shared along with bids. Data concerning envisaged subcontractors and the percentage of works to be subcontracted. Not more than **40%** of the contract amount are to be sub-contracted.

Paragraph 14.4: Tender prices

Tender prices will remain fixed for the entire contractual works.

Paragraph 15: Tender currencies

All the tender currencies will be in Pakistan Rupees (PKRs)

Paragraph 16.1: Period of tender validity

This tender will be valid for 120 days from the date of bid submission.

Paragraph 17.1: Tender security (Bid bond)

The bidder must submit 2.5% of bid value as tender security which will be released to tenderer on signing agreement and submission of performance bonds.

Paragraph 18.1 & 18.2: Alternative Bids

Bidders are not allowed to submit Alternative Bids.

Paragraph 19.1: Number of copies of tender and qualification documents

The complete documents shall be submitted in original marked as "Original Copy" and one copy of the original marked as 'Original Photo Copy.'

Paragraph 20.2a: Address of Employer

Please see paragraph 1 in the BDS.

Paragraph 20.2b, c: Tender Identification

The bidder shall enter the Employer's name and address, the tender identification "" and the words "DO NOT OPEN BEFORE ____ HOURS, ____" (date of deadline for submission of tender)

Paragraph 20.5: Number of copies of tender and qualification documents

The complete documents shall be submitted in original and copies as specified: The "ORIGINAL" shall be submitted by as one original and one copy as specified in the BDS including a softcopy (searchable pdf-file).

Paragraph 20.6: Deadline and location for submission of tender

The deadline for submission of tenders is ____ hours, ____ (date of deadline for submission of tender)

Paragraph 23.1: Opening of tenders by Employer

The Employer will register all tenders and open the Qualification Document at ____ hours, ____ (date of deadline for submission of tender) at ____ (address of location).



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Section 3

Section 3.1: Bidding Forms

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NOTICE TO BIDDERS

1. General

1. All questions contained in all the Forms shall be answered by the Bidder.
2. Additional sheets may be attached as necessary.
3. If a question does not apply, "Not applicable" shall be written against it, with a brief explanation of why it does not apply.
4. Each page of every individual form shall be numbered consecutively in the lower right corner.
5. Financial data and declarations presented by the Bidder shall be given in the currency, specified in Section 2 (BDS), paragraph 15. Original bank statements may be also attached for reference.
6. Attached documentation/certificates must always be accompanied by a relevant translation into the English language.
7. Accuracy in the filling in of the questionnaire, its completeness and attached documentation will be taken into account in the Bid evaluation. The attention of the Bidder is also drawn to the fact that the failure of providing particular data may cause the "non-compliance" in the related item of evaluation.

2. Evaluation

For the evaluation, the criteria listed in Section 1, paragraph 13, 14, 26, 28 as well as the following criteria shall apply:

Before beginning a detailed analysis of the bids, the Evaluation Committee will check that each bid:

- has been properly signed, and
- substantially complies with the requirements of these bid documents (administrative compliance).
- An admissible bid is one, which conforms to the requirements and specifications described in the bid documents with no substantial deviations or reservations. Substantial deviations and reservations are those which:
 - in any way influence the scope, quality or execution of works, or
 - restrict the rights of the Employer or the obligations of the Bidder under the contract in a manner inconsistent with the bid documents, or
 - rectification of which would unfairly affect the competitive position of other Bidders presenting admissible bids.

If a bid does not comply with the above requirements, it will be rejected by the Evaluation Committee when checking admissibility. The Evaluation Committee will evaluate and compare only those bids considered substantially admissible.

A: TEMPLATES OF DOCUMENTS TO BE SUBMITTED WITH THE TECHNICAL QUALIFICATION DOCUMENTS

Documents for compliancy

1. Declaration of Undertaking
2. Tender Security (Bid Bond)

Documents for technical qualification

3. Letter of Submission
4. Bidder Information Form
5. Work Experience in the last five years
6. Financial Capability
7. Staff Resources
8. Company's Equipment
9. List of on-going / present projects implemented by the Company (if any)
10. Method Statement
11. Implementation Schedule
12. Additional Information
13. Rate analysis

A: TEMPLATES OF DOCUMENTS TO BE SUBMITTED WITH THE TECHNICAL QUALIFICATION DOCUMENTS

1

Declaration of Undertaking

Reference name of the Application/Offer/Contract: _____ ("Contract")¹

To: _____ ("Implementing Partner")

1. We recognise and accept that KfW² (via PATRIP Foundation) only finances projects of the Implementing Partner ("IP")³ subject to its own conditions which are set out in the Funding Agreement it has entered into with PATRIP Foundation which has entered into a Funding Agreement with the IP. As a matter of consequence, no legal relationship exists between KfW or PATRIP Foundation and our company, our Joint Venture or our Subcontractors under the Contract. The IP retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the IP's country;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking*

¹ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".

² To be adapted throughout the document in case of other donor institution.

³ The IP means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

- 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
 - 3.1) being an affiliate controlled by the IP or a shareholder controlling the IP, unless the stemming conflict of interest has been brought to the attention of KfW (and PATRIP Foundation) and resolved to their satisfaction;
 - 3.2) having a business or family relationship with a IP's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW (and PATRIP Foundation) and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the IP;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the IP;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the IP, which will inform KfW (and PATRIP Foundation), any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
 - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁴ (ILO) and international environmental treaties. Moreover, we shall implement environmental and

⁴ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer, the PATRIP Foundation and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the IP and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

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

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁵: _____

Signature:

Dated:

⁵ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Construction of (60m) Flood Protection walls, Rehabilitation and construction of 7km link roads

All Weather Access Road in Chitral
PAK-AKDN-CHI-00

Technical Qualification
Bidding Forms

2 Tender Security / Bid Bond

Bank Guarantee (to be issued on letterhead of bank)

(All italicized text and any enclosing brackets are for use in preparing the form and should be deleted from the final product.)

..... *(Bank name and address of issuing branch or office)*

Beneficiary:

(Name and address of the Employer)

Date Bid Guarantee No.:

We, the undersigned (Guarantor), in order to enable to bid for (project, object of contract), hereby irrevocably and independently guarantee to pay to you an amount up to a total of

.....

waiving all objections and defences.

We shall effect payments under this guarantee on your first written demand, which must be accompanied by your confirmation that you have accepted the above-mentioned bid and that the firm is no longer prepared to abide by this bid.

This guarantee shall expire no later than

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of

.....

Date

.....

Guarantor

3 Letter of Submission

Name of Contract: *Construction of (60m) Flood Protection walls, Rehabilitation and construction of 7km link roads*

1	Name of Company:
	Address:
	Telephone /Fax number:
	E-mail address:
	Registered office address:

To:

Akhtar Ali

Regional Programme Manager

Aga Khan Rural Support Programme,

Regional Programme Office near Shahi Qilla Chitral KPK

Sir,

We have the pleasure to submit for your consideration our Tender for the above Contract.

1. In this Envelope No. 1 (QUALIFICATION TECHNICAL DOCUMENTS) of our Tender, we have included the following documents as per template provided in the tender documents (please tick the relevant box):

Documents for compliancy:

- 1. Declaration of Undertaking
- 2. Tender Security (Bid Bond)

Documents for company information:

- 3. Letter of Submission
- 4. Bidder Information Form
- 5. Work Experience in the last five years
- 6. Financial Capability
- 7. Staff Resources
- 8. Company's Equipment
- 9. List of on-going / present projects implemented by the Company (if any)
- 10. Method Statement
- 11. Implementation Schedule
- 12. Additional Information

Construction of (60m) Flood Protection walls, Rehabilitation and construction of 7km link roads

All Weather Access Road in Chitral
PAK-AKDN-CHI-00

Technical Qualification
Bidding Forms

Furthermore, with Envelope No. 1 of the "ORIGINAL" of our tender documents we have enclosed the remainder of the "original" Tender Documents initialled and stamped by us in confirmation of our acceptance of the specifications, and the terms and conditions prescribed therein.

2. The attached Envelope No. 2 (FINANCIAL BID DOCUMENTS) of our Tender contains:
 - 13. Letter of Bid
 - 14. Information on intended Sub-Contracts
 - 15. The priced Bill of Quantities
3. We confirm that our Tender is in full compliance with the Tender Documents and all amendments issued. We further confirm that our Tender does not contain any conditions or modifications or deletions or special conditions or clarifications of any sort. If any such additions or modifications or the like of any sort are noted in our Tender, following Tender opening, they are hereby considered null and void.
4. We confirm that the above materials and supplies comply with the minimum requirements of the Specifications. If, prior to award or during the implementation of the Contract, it is determined by the Engineer that any of the materials or supplies do not meet the minimum requirements of the Specifications of the Contract we undertake to provide and to complete the Works in full compliance with the Contract and at no additional cost for the Employer.

This Letter of Submission and the documents included in Envelope No. 1 form an integral part of our Tender.

Signed this Day / Month / Year

Stamp and Signature

By:

Name:

Position:

duly authorized to sign tenders for and on behalf of Bidder

4 Bidder Information Form

Date: _____

1. Company' Legal Name:
2. In case of Joint Venture / Association, legal name of each party:
3. Company's valid Registration along with its category and Year of Registration:
4. Company's Legal Address:
5. Company's authorized representative information: Name: Address: Telephone / Fax numbers: E-mail address:
6. Attached are copies of original documents of: <ul style="list-style-type: none">- Articles of Incorporation or Registration of firm named in 1, above- In case of Joint Venture / Association, Letter of Intent from Joint Venture / Association partner

Please note:

- Missing registration will lead to the exclusion of the company.
- A written authorisation needs to be attached to this sheet.
- Please use this form for each joint venture / association member and name the leader of the joint venture / association

Authorized and binding signature: _____

Name and function of the signatory: _____

Date of signing: ____/____/____

Date of signing: ____/____/____

Construction of (60m) Flood Protection walls, Rehabilitation and construction of 7km link roads

All Weather Access Road in Chitral
PAK-AKDN-CHI-00

Technical Qualification
Bidding Forms

[illegible]

Date of signing: ____/____/____

Construction of (60m) Flood Protection walls, Rehabilitation and construction of 7km link roads

All Weather Access Road in Chitral
PAK-AKDN-CHI-00

Technical Qualification
Bidding Forms

Date of signing: ____/____/____

Construction of (60m) Flood Protection walls, Rehabilitation and construction of 7km link roads

All Weather Access Road in Chitral
PAK-AKDN-CHI-00

Technical Qualification
Bidding Forms

Date of signing: ____/____/____

Construction of (60m) Flood Protection walls, Rehabilitation and construction of 7km link roads

All Weather Access Road in Chitral
PAK-AKDN-CHI-00

Technical Qualification
Bidding Forms

Date of signing: ____/____/____

Date of signing: ____/____/____

Construction of (60m) Flood Protection walls, Rehabilitation and construction of 7km link roads

*All Weather Access Road in Chitral
PAK-AKDN-CHI-00*

*Technical Qualification
Bidding Forms*

Add tables as required.

6 Financial Capability

The company is required to submit both original banks statements for the last five years for assessing the financial capability and summary of annual turnover data in the format provided below;

Annual Turn-over data of the <u>last five fiscal years</u>		
Year	PKRs	PKR
1		
2		
3		
4		
5		
* Average Annual Turnover		

* Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified five (5) years.

Authorized and binding signature: _____

Name and function of the signatory: _____

Date of signing: ____/____/____

7 Staff Resources

7.1 Presentation of staff Characteristics

Each Bidder or member of a JV must fill in this form. Each specialized Subcontractor must fill this form.

1. Number of staff

1. Total number of permanent Staff:
2. Managerial:
3. Engineers:
4. Technical staff / masons, etc.:
5. Administrative:
6. Other (specify):

2. Availability of key staff for current project

List here the number of persons, which the Bidder intends to assign to this contract. CVs shall be attached.

Name	Language Skills	Profession	Professional experience (years)	Working experience in the following positions	Experience in similar projects

Authorized and binding signature: _____

Name and function of the signatory: _____

Date of signing: ____/____/____

7.2 Presentation of Curricula Vitae

Position Title and No.	<i>[e.g., K-1, TEAM LEADER]</i>
Name of Expert:	<i>[Insert full name]</i>
Date of Birth:	<i>[day/month/year]</i>
Country of Citizenship/Residence	

Education: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

Employment record relevant to the assignment: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]*

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of, advisor/consultant to... For references: Tel...../ e-mail.....; Mr/Mrs B, deputy minister]</i>		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

9 List of on-going / present projects implemented by the Company (if any)

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

Type of project	Amount of Contract (PKRs)	Start Date	End Date

Authorized and binding signature: _____

Name and function of the signatory: _____

Date of signing: ____/____/____

10 Method Statement

(a) Provide a comprehensive Method Statement, with drawings (tender design drawings) where applicable, showing the methods proposed by the Bidder for carrying out the works, as specified in Section 3, paragraph 2.2.

In addition, the Method Statement shall include:

- proposed location of your main office on the site, workshops, stations (steel / concrete / asphalt structures), warehouses, laboratories, accommodation, etc. (sketches to be attached as required);
- site organisation;
- the method - including the number of equipment (referring to the items in Form "Company's Equipment), labour and materials to be used for carrying out each major category of works;
- the logical sequence and correlation between the major categories of activities (works);
- all details as required to be described according to Part II, Section 5.2 ("General Specifications");
- traffic measures during construction works

(b) Provide details of the temporary and permanent works to be constructed, taking into account the prevailing climatic conditions and the requirement to obtain various permits and approvals and that the existing sewage system must remain functioning during construction.

(c) Attach a Graphic Implementation Schedule as per Bid Form 11 below.

11 Implementation Schedule

Attach a Graphic Implementation Schedule (critical milestone bar chart) for mobilization, ordering, manufacturing and delivery of equipment and material, construction, detailing the relevant activities, dates, allocation of labour and plant resources, etc. The planned input of the joint venture members and sub-contractors shall be highlighted as well (in terms of activities undertaken, timing, etc.).

12 Additional information – if applicable

- Declaration of submitting a proposal
- Employer's references and/or Taking Over Certificates and/or other references for the above projects (if certificates are existing)
- Photos of projects carried out for each project (if photos are existing)
- Any other information supporting the company's eligibility

B: TEMPLATES OF DOCUMENTS OF DOCUMENTS TO BE SUBMITTED WITH THE FINANCIAL BID DOCUMENTS

Documents for financial submission

14. Letter of Bid
15. Information on intended Sub-Contracts
16. Priced Bill of Quantities

13 Letter of Bid

Date: _____

Company's Legal Name: _____

JV / Associated Partner's Legal Name: _____

Name of Contract: *Construction of (60m) Flood Protection walls, Rehabilitation and construction of 7km link roads*

To:

Akhtar Ali

Regional Programme Manager

Aga Khan Rural Support Programme,

Regional Programme Office near Shahi Qilla Chitral KPK

We, the undersigned, declare that

1. We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with the Instructions to Bidders (ITB) for:
2. We offer to execute in conformity with the Bidding Document the following works:
3. The price of our Bid(s) is

Total _____

4. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document.
6. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with the Instructions to Bidders of this bidding document acc. to ITB.

7. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with the ITB other than alternative offers submitted in accordance with ITB (if any);
We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
8. We are not a government owned entity.
9. We have paid, or will pay, the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

[if none has been paid or is to be paid, indicate "none"]

10. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
11. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
12. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Authorized and binding signature: _____

Name and function of the signatory: _____

Date of signing: ____/____/____

14 Information on intended Sub-Contracts

Data concerning envisaged subcontractors and the percentage of works to be subcontracted. Not more than **40%** of the contract amount are to be sub-contracted.

The Bidder is requested to submit detailed information concerning sub-contractors and the type and percentage of the work to be sub-contracted.

Work intended to be subcontracted	Name and details (address, contact) of subcontractor	Value of subcontract as percentage of the Bid Price (%)	Value of the work to be sub-contracted (PKRs)	Experience in similar work (details to be specified)
Total value/percentage to be subcontracted				

Authorized and binding signature: _____

Name and function of the signatory: _____

Date of signing: ____/____/____

15 Priced Bill of Quantities**1. 60m Flood Protection Wall, Kishmanja Broghil**

S.NO	Description	Quantity	Unit	Quoted Unit rate (Rs)	Quoted Total Cost (Rs)
A	Excavation in foundation (TOTAL)	11,820	cft		
1	Clay & Heavy Adhesive Soils (HAS) (30%) of total	3,546	cft		
2	Compacted Gravel (60%) of total	7,092.0	cft		
3	Hard rock (10%) of total	1,182.0	Cft		
4	Plum Concrete 1:3:6 using 40% boulders	10,540	Cft		
5	Shuttering	788.0	Sft		
	Grand Total				

2. ISHKARWAZ LINK ROAD 1KM

S.No	Description	Quantity	Unit	Quoted Unit rate (Rs)	Quoted Total Cost (Rs)
A	Earth work				
1	Hard Rock	2,056	Cft		
2	Clay & Heavy Adhesive Soils (HAS)	26,331	Cft		
3	Compacted Gravel	52,007	Cft		
B	Filling work				
1	Compacted earth filling	32,715	Cft		
C	Masonry work				
1	Un coursed Rubble Stone Masonry dry	3,475	Cft		
D	Concrete work				
1	Plain cement concreting using 1:3:6	425	Cft		
2	Shuttering	289	Sft		
	Culverts Construction				

A	Excavation in foundation	582	Cft		
1	Compacted Gravel	582	Cft		
	Concreting Work				
1	Laying of plain cement concrete using (1:4:8)	15	Cft		
2	Laying of plain cement concrete using (1:2:4)	223	Cft		
3	Random rubble masonry using 1:4 sand motor	276	Cft		
4	Reinforced Cement concreting (1:2:4)	45	Cft		
5	Reinforcement Fabrication	150	Kg		
6	RCC pipe 12" dia	72	Rft		
7	Shuttering	90	Sft		
	Grand Total				

CHIKAR LINK ROAD 2KM

S.No	Description	Quantity	Unit	Quoted Unit Rate (Rs)	Quoted Total Cost (Rs)
A	Earth work				
1	Excavation of Hard Rock	3,481	cft		
2	Excavation of Clay & Heavy Adhesive Soils (HAS)	12,224	cft		
3	Excavation of Compacted Gravel	60,254	cft		
B	Compacted Earth filling				
1	Filling	22,163	cft		
C	Masonry work				
1	Un coursed Rubble Stone Masonry dry.	11,931	cft		
	Concreting work				
1	Plain Cement concreting using 1:3:6	572	cft		
2	Shuttering	272	sft		

D	Construction of Culverts				
A	Excavation in foundation				
1	Compacted Gravel	1476	cft		
B	Concreting work				
1	Laying of plain cement concrete 1:4:8	131	cft		
2	Laying of plain cement concrete 1:2:4	401	cft		
3	Reinforced cement concrete using 1:2:4	157	cft		
4	Random rubble masonry using 1:4 sand motor	486	cft		
C	Reinforcement				
1	Reinforcement fabrication	696	kg		
2	RCC pipe 12" dia	90	rft		
3	Shuttering	274	sft		
	Grand Total				

GAREL LINK ROAD 2KM

S.No	Description	Quantity	Unit	Quoted Unite Rate (Rs)	Quoted Total Cost (Rs)
A	Earth work				
1	Excavation of Hard rock	2,487	cft		
2	Clay & Heavy Adhesive Soils (HAS)	61,008	cft		
3	Compacted Gravel	102,210	cft		
B	Filling of compacted earth				
1	Filling	94,664	cft		
C	Masonry work				
1	Un coursed Rubble Stone Masonry dry.	17,886	cft		
D	Concreting work				
1	Plain cement concreting using (1:3:6)	1,606	cft		
2	Shuttering	911	sft		

B	Culverts				
A	Excavation in foundation				
1	Excavation of compacted gravel	1,098	cft		
B	Concreting work				
1	Plain cement concreting using (1:4:8)	45	cft		
2	Plain cement concreting using 1:2:4	280	cft		
3	Reinforced cement concreting using 1:2:4	116	cft		
C	Masonry work				
1	Random rubble masonry using 1:4 sand motor	696	cft		
D	Reinforcement				
1	Reinforcement Fabrication	308	kg		
2	RCC pipe 12" dia	90	rft		
3	Shuttering	180	sft		
	Grand Total				

GARAMCHASHMA LINK ROAD 2 KM

S.No	Description	Quantity	Unit	Quoted Unit Rate (Rs)	Quoted Total Cost (Rs)
A	Earth work				
1	Excavation of Hard rock	3,260	cft		
2	Clay & Heavy Adhesive Soils (HAS)	41,018	cft		
3	Compacted Gravel	97,590	cft		
B	Filling of compacted earth				
1	Filling work	91,088	cft		
C	Masonry work				
1	Un coursed Rubble Stone Masonry dry.	13,570	cft		
D	Concreting work				

1	Plain cement concreting using (1:3:6)	1,830	cft		
2	Shuttering	811	sft		
B	Culverts Construction				
A	Excavation in foundation				
1	Excavation in compacted gravel	1,620	cft		
B	Concreting work				
1	Plain cement concreting using (1:4:8)	77	cft		
2	Plain cement concreting using 1:2:4	357	cft		
3	Reinforced cement concreting using 1:2:4	198	cft		
C	Masonry work				
1	Random rubble masonry using 1:4 sand motor	948	cft		
D	Reinforcement				
1	Reinforcement Fabrication	528	kg		
2	RCC pipe 12" dia	108	rft		
3	Shuttering	270	sft		
	Grand Total				

IMPROVEMENT OF ROAD FROM KHISHMANJA TO GARAMCHASHMA

S.No	Description	Quantity	Unit	Quoted Unit Rate (Rs)	Quoted Total Cost (Rs)
A	Earth work				
1	Excavation of Hard Rock	1,287	cft		
2	Clay & Heavy Adhesive Soils (HAS)	2,709	cft		
3	Compacted Gravel	40,904	cft		
	Filling Work				
4	Filling of compacted Earth	45,885	cft		

	Masonry work				
5	Un coursed Rubble Stone Masonry dry.	16,670	cft		
	Concreting Work				
1	Laying of plain cement concrete using (1:3:6)	1,438	cft		
2	Shuttering	405	sft		
B	Culverts Construction				
A	Excavation in foundation				
1	Excavation in Compacted Earth	1,428	cft		
B	Concreting Work				
1	Laying of PCC (1:4:8)	60	Cft		
2	Laying of plain cement concrete 1:2:4	341	cft		
3	Laying of Reinforced cement concrete 1:2:4	180	cft		
C	Masonry Work				
1	Random rubble masonry using 1:4 sand motor	744	cft		
D	Reinforcement				
1	Reinforcement Fabrication	800	kg		
2	RCC pipe 12" dia	108	rft		
3	Shuttering	360	sft		
	Grand Total				



AGA KHAN DEVELOPMENT NETWORK

*Construction of (60m) Flood Protection walls and 7km link roads in Broghil Valley
Upper Chitral
All Weather Access Road (AWARD) Project
PAK-AKDN-CHI-002*

Section 4: Specifications

Section 4.1: General Specifications

Content

1 General Instructions.....	Error! Bookmark not defined.
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1. General instruction

1. Contractor's Employees

The Contractor shall provide and employ such skilled, semi-skilled, and unskilled labour as is necessary for the proper and timely execution and completion of the Works. The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or completion of the Works, who in the opinion of the Engineer is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered reasonably by the Engineer to be undesirable, and such person shall not be again employed on the Site without the written permission of the Engineer.

2. Objection to Contractor's Employees

The Contractor shall, upon the Employer's written instruction, remove from the Works any person employed by him in the execution of the Works, who misconducts himself or is incompetent or negligent.

3. Employment of Local Personnel

The Contractor shall, to the extent practicable and reasonable, employ staff and labor from sources within local areas where civil works are being carried out.

4. Responsibility for Employees

The Contractor shall be responsible for selection of reliable, professional and technically competent individuals, engaged to work under this Contract, who will perform effectively in the implementation of the Contract, respect local customs and conform to a high standard of moral and ethical conduct (in accordance with ESMP developed for project with most relevant points detailed under condition 51 in this document).

5. Work Book

The Contractor shall maintain a Work Book at the Site

6. Weekly Site Meeting

A weekly site meeting shall be held between the AKRSP (Site Engineer) and Contractor, if any, the representative of the Contractor and Engineer's Representative, in order to verify that the Works are progressing normally and are executed in accordance with the Contract. The Engineer may instruct the Contractor of all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the engineer.

7. Daily Job Record

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Project Manager/Engineer as and when requested.

8. Alcoholic Liquor or Drugs

Contractor shall not, otherwise than in accordance with the statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale gift, barter or disposal by his Subcontractors, agents, employees or labor.

9. Arms and Ammunition

The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

10. Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labor have due regard to all recognized festivals, days of rest and religious or other customs in the area of performance of works.

11. Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by laborers and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

12. Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Project Manager/Engineer may from time to time prescribe

13. Reporting of Accidents

The Contractor shall report to the Project Manager/Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition to appropriate action required under the law, notify the Project Manager/Engineer immediately by the quickest available means.

14. Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

15. Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local environmental conditions, provide on the Site, to the satisfaction of the Project Manager/Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labor.

16. Watching and Lighting

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing, signage and watching when and where necessary or required by the Engineer (in line with project ESMP) and employer for the protection of the Works and the materials and equipment utilized therefore or for the safety and convenience of the public or others.

17. Officials Not to Benefit

The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

18. Use of Name, Emblem or Official Seal of AKRSP and Donor Agency

The Contractor shall not advertise or otherwise make public the fact that he is performing, or has performed services for the Employer and / or PATRIP Foundation or use the name, emblem or official seal of the Employer/donor or any abbreviation of the name of the Employer or for advertising purposes or any other purposes.

19. Confidential Nature of Documents

All maps, drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the duly authorized representative of the Employer on completion of the Works; their contents shall not be made known by the Contractor to any

person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

20. Anti-Terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the project funds received under this Contract are used to provide support to individuals or entities associated with terrorism.

21. Applicable Law

The Contract and its meaning and interpretation shall be construed and interpreted in accordance with the laws of the Islamic Republic of Pakistan.

22. Tax and duties

The Contractor agrees to comply with all legal requirements under the Income Tax Ordinance 2001, to the extent applicable in Chitral.

23. ESM Plan Guidelines

The contractors should duly fulfill all the compliances and recommendations included in Environmental and Social Management Plan and as well PATRIP Foundation protocols regarding the project implementation. Key guidelines related to the contractors are;

- The Contractor will be required to have an effective worker's health and safety Plan and also train his workers on first aid and other emergency response.
- There is a need that contractors should provide and install adequate road signage showing construction work in visible places for the people to see.
- The contractor will need to provide protective gear to all its employees and impose their use. These may include protective masks, reflective ware, dust protection masks, leather boots, and hard hats for workers in places of quarries and other similar nature of work.
- Close supervision of the workers to ensure that they are putting on protective clothing is necessary and proper warning system for workers during risky operations such as operation of heavy machinery and blasting (if required).
- The applicable guidelines, regulations and acts related to national parks will be duly followed by all contractors
- Maintain adequate hygiene / sanitation in and around the construction site to reduce or control the spread of diseases.
- The contractors and labor will be bound to ensure cleanliness within the park and all kinds of waste materials will be properly disposed at designated points.
- The contractors will establish rest areas, waste collection, washroom rooms and other facilities in designated places as identified by the communities and project staff
- Efforts will be made to avoid and minimize the solid and liquid wastes generation and if any generated that should be stored at designated places prior to disposal. And Disposal of spoils and debris on the valley side will be strictly prohibited and only done at pre-identified places.
- All waste fuel, oils, lubricants and containers etc. will be stored separately and provided for recycling
- Construction waste and debris will be either reused if possible or disposed off at proper designated locations.
- Construction sites will be provided with proper waste management facilities such as dust bins and earthen pits.
- Road surface, excavation and construction sites will be sprinkled with water to keep them moist for dust control.
- No firewood for cooking and heating bitumen, and incineration of wastes will be allowed by the Contractor.
- Timing of construction activities only between 7 AM to 6 PM to avoid disturbance to nearby communities at night.

- Prohibit disposal of excavated spoils and debris into river water by identifying proper waste disposal and/or storage sites.
- All chemicals and oil will be stored away from water and on stable platform with catchments pits for spills collection.
- All wastes arising from the construction sites will be disposed in an environmentally accepted manner. Wastes will be collected and/or stored (e.g. waste oil, lubricants, and paints) prior to disposal or transported to the approved disposal sites.
- No vehicle or equipment will be washed, parked or refueled near river water
- No sanitary waste water will be discharged into the river water.
- All the non-local labour and staff will be given orientation on local cultural practices.
- The contractors will ensure their labour is not engaged in any uncultured activity.
- Avoid any unnecessary movement of un local people within the community dwellings

Construction of (60m) Flood Protection walls, Rehabilitation and construction of 7km link roads

All Weather Access Road in Chitral

*Technical Qualification
General Instructions*



AGA KHAN DEVELOPMENT NETWORK

*Construction of (60m) Flood Protection walls, Improvement of the Existing Road
from Kishmanja to Garamchasma Road and 7km link roads in Broghil Valley Upper
Chitral
All Weather Access Road (AWARD) Project
PAK-AKDN-CHI-002*

Section 5: Contract Form and Conditions of Contract

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1. Letter of Acceptance

Akhtar Ali
Regional Programme Manager
Aga Khan Rural Support Programme,
Regional Programme Office near Shahi Qilla Chitral KPK

Letter of Acceptance

Chitral and Dated _____

Subject: Notification of Award for Contract No.....

This is to notify you that your Bid dated for execution of the

**Construction of (60m) Flood Protection walls, Improvement of the Existing Road from Kishmanja to Garamchasma Road and 7km link roads in Broghil Valley Upper Chitral
All Weather Access Road (AWARD) Project
PAK-AKDN-CHI-002**

for the Accepted Contract Amount of

PKRs _____

(in words _____ **)**

as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted. You are requested to furnish the Performance Security for the Regular Items in the amount of

PKRs _____

within 14 days in accordance with the Conditions of Contract, by using the Performance Security Form included in Section 8 (Contract Forms) of the Bidding Document.

Authorized Signature:

Title and Name of Signatory.....

Name of Agency.....

Attachment: Contract Agreement

2. Contract Form

Reference No. / Short Tag _____

Between the Aga Khan Rural Support Programme (AKRSP)

and _____
hereinafter referred to as the 'Contractor'

the following agreement

for

Construction of (60m) Flood Protection walls, Improvement of the Existing Road from Kishmanja to Garamchasma Road and 7km link roads in Broghil Valley Upper Chitral under All Weather Access Road (AWARD) Project (PAK-AKDN-CHI-002)

hereinafter referred to as the 'Works'.

is made:

Type of Contract:

- (a) milestone-lump sum,
- (b) measured contract,
- (c) mixed contract of (a) and (b)

(tick one only!)

The Contractor has offered to execute the Works as general contractor as per the terms and conditions listed in the Appendix, which forms part of this Agreement, and offers to execute the Works in conformity with the Contract for the sum of (contract sum without contingencies)

PKRs _____ (in figures)

_____ (in words)

This Offer, in this form of an Agreement, will become the Agreement if

- a) accepted by the Employer and signed by all parties
- or
- b) corrected for arithmetical errors and then signed by all parties.

All documents listed in the Appendix and the Appendix will form part of the Agreement.

Signature: _____ Date: _____

Name: _____ Authorized to sign on behalf of

(Construction Company)

Capacity: _____ (stamp)

3. Appendix to Contract

1. Documents forming the Contract listed in the order of priority

- A) the Agreement
- B) this Appendix
- C) the Annexes

- Annex 1: Minutes of Clarification Meeting
- Annex 2: Technical Specifications
- Annex 3: Drawings, Standard Designs, Conceptual Plan, Sketches, etc.
- Annex 4: Basis of Payment: for type (a) Bill of Quantities (priced *), for type (b) Payment Schedule
- Annex 5: Technical Description of Work, Studies and other Reports
- Annex 6: Global time Schedule and/or Sequence of Works (Implementation Plan)
- Annex 7: Contractor's Detailed Implementation Schedule / Works Program
- Annex 8: Declaration of Undertaking *)
- Annex 9: Valid Registration *)
- Annex 10: CVs of Contractor's Key Staff for the project *)
- Annex 11: List of Contractor's Equipment for the project *)
- Annex 12: Form of Performance Bond **)
- Annex 11: Minimum Labour Standards (construction)
- Annex 12: Workers Health & Safety Plan including incident reporting (construction)

*) Annexes 8 to 11 and priced Bill of Quantities as submitted with the tender by the bidder or as agreed upon.

**) The Contractor shall deliver to the Employer within 14 days of the Commencement Date a Performance Security as stated in section 1.

The documents forming the Contract are to be taken as mutually explanatory of each other. The priority of the documents shall be in accordance with the order as listed above. Documents with a higher priority overrule documents with a lower priority. If an ambiguity or discrepancy is found in the documents that is not clarified by the overruling regulation the Employer shall issue any necessary instructions to the Contractor.

2. Time for Completion

120 calendar days, i.e. starting date of works August 20, 2022 and completion date December 20, 2022

3. Law of the Contract

Law of Pakistan, as far as applicable.

4. Language of the Contract

The Contract language is the English language.

5. Commencement of Works

Works are to be commenced within 14 calendar days from signing of contract.

6. Contractor's responsible supervising Engineer who manages the Project

Name: _____ Phone: _____

7. Contractor's other key staff: (list all required positions)

a) Position: _____

Name: _____ Phone: _____

b) Position: _____

Name: _____ Phone: _____

c) Position: _____

Name: _____ Phone: _____

d) Position: _____

Name: _____ Phone: _____

8. Contractor's Equipment

Contractor's key equipment as per Annex 11 has to be on site and operable at all times as required per project phase. Standard tools and any other equipment have to be on site in sufficient numbers and be operable at all times as per project requirements.

9. Contractor's Account Information

Account Holder _____

Account No. _____

Bank _____

SWIFT _____

Corresponding Bank _____

10. Employer's representatives

a) Client's Engineer:

(AKRSP)

represented by:

(Engineer Akhlaq Ahmad) Project Engineer

Jahanzeb, Technical Unit Leader;

11. Employer's Liability

- The Employer shall provide the Site and right of access thereto as required.
- The Employer is liable for the Design, respectively the basis of Contractor's Design as provided in Annex 3.

12. Employer's Instructions

The Contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

13. Approvals

No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the Contractor's obligations.

14. General Obligations of the Contractor

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall check the BoQs and designs prior to execution and shall give notice in due time if he discovers mistakes.

In case the Contractor carries out design works as specified in Annex 2, Specifications as per Annex 4, or BoQs, he shall be responsible for the design including mistakes not discovered during approval. He shall also be responsible for mistakes not discovered in the BoQs, even he was not tasked to prepare these.

The Contractor shall deliver the design promptly and latest as per the agreed upon work program (Annex 7). Corrections as per the Employer's instruction shall be made promptly and works shall not start before the Employer's approval of the Design.

The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer.

15. Compliance with Laws and Regulations

It is the responsibility of the contractor to comply with all laws and regulations in *Pakistan*, including social, environmental and hygiene standards and liabilities to third parties. The Contractor shall give all notices and pay all fees and other charges in respect of the Works.

Only non-hazardous and environmental friendly materials shall be used, e.g. no asbestos and no paint etc. that have negative impact on health.

The Contractor shall draw up a Health and Safety Plan for approval through the Employer which has to be adhered to.

16. Contractor's Representative

The Contractor shall submit to the Employer for consent the name and particulars of the person authorised to receive instructions on behalf of the Contractor.

17. Subcontracting

The Contractor is not permitted to subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the written consent of the Employer. The Contractor shall not subcontract more than 40% of the works.

18. Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

19. Program

A detailed Works-Program/Time Schedule, based on the Time Schedule already submitted with the tender documents and attached to this Agreement will be submitted by the Contractor within two weeks after signing of the contract and is a precondition for any first payment. This detailed Program will become part of the contract (Annex 6) after approval through the Employer. Dates for the completion of milestones/major components will be fixed in this Works Program.

20. Extension of Time

The Contractor shall be entitled to an extension of the Time for Completion if he is or will be delayed by any of the Employer's Liabilities or through Force Majeure.

The Contractor has to apply for Extension of Time within one week of the occurrence of the cause of the delay.

On receipt of an application from the Contractor, the Employer will consider all supporting details provided by the Contractor in due time and will extend the Time for Completion as appropriate.

21. Late Completion

Failure to complete the Works or to achieve the agreed progress due to default of the contractor may result in termination of this agreement in conformity with the Termination and Repayment Clause. Deduction of 0.1% (zero point one percent) of Contract Sum per calendar day up to a total deduction of 10 % can be applied. As soon as such delays become evident, the deduction may be applied on interim payments.

22. Completion and Inspection thereof

The Contractor may notify the Employer when he considers that the Works are complete. When this notice is given, all works must have been executed. The Employer shall then inspect the works for Handing over.

23. Technical Standards

The Contractor will adhere to the prevailing technical standards in *Pakistan* and the attached Specification as applicable and apply all diligence and care customary in his field of operation and as far as possible under the given circumstances.

24. Remedying Defects

The Contractor will execute the Works to the best professional practice according to abovementioned Technical Standards. Payments will only be released for correctly executed works. Substandard work has to be redone or will be executed at the expense of the contractor even at higher cost. The contractor will be liable for defects becoming apparent during defects liability period of 12 months. The payment of the retention money will only be made after correction of such defects and after the end of DLP. The employer reserves the right to reduce the payment in case such corrections are unsuccessful or unreasonably delayed, or to get defects corrected at the expense of the contractor.

The Employer also may at any time prior to the expiry of the liability period notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, Materials, Plant or workmanship not being in accordance with the Contract.

25. Uncovering and Testing

The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation.

26. Variations

All additional/variety works, if any, have to be agreed upon in writing with the Employer before executing. A standard form for this request will be handed over to the contractor. Additional/variety works executed without written agreement will not be paid. The value of variations will be determined on the basis of the BoQ rates as far as applicable.

27. Early Warning

A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimize these effects.

The Contractor's entitlement to extension of the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

28. Right to Claim

If Cost incurs for the Contractor as a result of any of the Employer's Liabilities, the Contractor shall be entitled to the justified and reasonable amount of such Cost. If as a result of any of the Employer's Liabilities it is necessary to change the Works, this shall be dealt with as a Variation.

29. Claim Procedure

The Contractor shall submit to the Employer an itemised make-up of the value of Variations and claims within 28 days of the Instruction of the Employer or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

30. Valuation of the Works

The Works shall be valued according to remeasurements with Bill of Quantities for measured contracts and as per each milestone in the payment schedule fully completed for lump sum-milestone contracts.

Costs for construction equipment and other materials required to carry out the works are to be included in the tender prices and cannot be claimed separately.

31. Payments and Performance Bond:

31.1 For measured contracts (type (a)):

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed,
- b) 80% of the value of Materials delivered to the Site at a reasonable time, but not exceeding 30% of the amount for finished works.

This is only applicable if the Contractor has given the material component cost for these items in his tender, and after this has been accepted as reasonable before contracting.

- c) subject to any additions or deductions which may be due.

31.2 For milestone-lump sum contracts (type (b)):

Payment shall be on milestones completed as per payment schedule.

31.3 For mixed contracts (type (c)):

One defined component is based on Bill of Quantities as for type (a) contracts above; the other is based on milestones as for type (b).

31.4 All contract types are not subject to a price adjustment, i.e. the rates respectively, the milestone payments and contract unit rates are fixed and are not subject to inflation, rise in market prices, variation of quantities (for milestone contracts) or similar.

31.5 The Contractor shall deliver to the Employer within 14 days of the Commencement Date a Performance Security in the form handed out with the Tender documents and from a third party approved by the Employer over 10 % of the Contract Sum as per Section "A.2: Acceptance" of this Contract valid until the closing date of this contract. The delivery of the Performance Bond is a precondition for any payment within this contract. The Performance Bond will be kept at the Employer's Head office and will be discharged/returned by the Employer after handing over of the Works under the Contract and their acceptance through the Employer.

32. Interim Payments

Within 28 days of delivery of each statement, i.e. date of confirmed receipt, the Employer shall either state refusal of payment with reasons given in writing or pay to the Contractor the amount shown in the Contractor's statement less retention for defects liability at the rate of 8% (eight percent) unless for lump sum-milestone payments calculated considering the retention for defects liability, and less any amount for which the Employer has specified his reasons for disagreement. The Employer shall not be bound by any sum previously considered by him to be due to the Contractor.

33. Form of Payments

Payments are made by the Employer and will be disbursed after checking (checking of measurement for type b and c contracts) of the Works through the Engineer. Payments will be made on the Contractor's bank account stated in paragraph 9.

34. Currency of Payments

Payments will be made in PKRS

35. Payment of Retention

The retention shall be paid by the Employer to the Contractor within 28 days after either the expiry of the defects liability period or the remedying of notified defects; whichever is the later, and presentation of the respective contractor's invoice.

36. Final Invoice

Final invoices for the executed works will be presented by the Contractor within 28 days after completion.

37. Insolvency

If the Contractor is declared insolvent under any applicable law, the Employer may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site, leaving behind any Contractor's Equipment, installations and materials which the Employer instructs in the notice is to be used until the completion of the Works.

38. Termination Clause

a) Default of the Contractor:

The Employer may terminate this Agreement if the Contractor still fails to perform the agreed services, is seriously delaying the works program and time schedule or is otherwise in serious breach of the Contract after two subsequent notifications by the Employer as to his failure (term of notice for the first one 21 days, for the second one 14 days). In this case the Contractor has to compensate the Employer for all cost resulting from this termination.

b) Termination by the Employer:

The Employer may at any time terminate the contract due to reasons not related to the contractor, or due to Force Majeure.

The Contractor shall in this case be compensated for all works executed so far, including partially completed works, as defined under the clause for Force Majeure.

The net balance due shall be paid or repaid within 28 days of the notice of termination

39. Repayment Clause

The Employer may request re-payment of any amounts disbursed if the Contractor fails to perform the services as described in this Agreement. Repayments will be made immediately by the Contractor in a form determined by the Employer and confirmed in writing by the Employer, directly to the account of the Employer.

(S.W.I.F.T. _____); Account *NUMBER*, through a recognized international Bank in Pakistan.

40. Contractor's Care of the Works

The Contractor shall take full responsibility for the Care of the Works from the Commencement Date until the date of the Completion certificate. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage at his own cost so that the Works conform to the Contract.

41. Force Majeure

"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, such as:

- a) war, invasion,
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Project Area
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees, affecting the Site and/or the Works,
- d) any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions.

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the Contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the Contractor's Equipment.

If the event continues for a period of 84 days, either Party may then give notice of termination, which shall take effect 28 days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under title: "Materials"

- b) the Cost of his suspension and demobilization,
- c) any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

42. Contractor's liability:

The contractor is fully liable for the safety on site and all losses or damages, especially:

- a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,
- b) for loss, damage, death or injury to third parties or their property arising out of the contractor's performance of the Contract
- c) for death or injury to the Contractor's personnel

In case of design-build contracts, the contractor is also responsible for his design.

43. Extent of Insurance Cover

The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances for the following liabilities to an extent of the Accepted Contract Sum multiplied by 1.2:

- a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,
- b) for liability for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works,
- c) for liability for death or injury to the Contractor's personnel.

44. Failure to Insure

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Clauses, he has to indemnify the Employer or third parties for all subsequent losses.

The contractor is fully liable for the safety on site and all losses or damages.

45. Arbitration

All disputes arising from, or in connection with, this Contract should be settled amicably between the contracting parties.

All disputes that cannot be settled amicably by the connecting parties shall be settled by a Dispute Adjudication Committee of three arbitrators nominated by the employer and contractors.

If the decision of the Dispute Adjudication Committee is refused by at least one of the parties the dispute shall be finally and exclusively settled in accordance to Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made there under or any re-enactment thereof or any statutory modifications thereto for the time being in force.

46. Salvatory Clause

The invalidity of any provision of this Contract shall not affect the validity of the remaining provisions. Any gap resulting in consequence shall be filled by a provision consistent with the purpose of this Contract.

47. Waiver

Failure of either party to insist upon strict performance by the other party of any provision of the Contract shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

48. Other Provisions

- a) The employer will have the right to inspect the works and assess the progress at any time and ask for the invoices of purchasing the items, source of purchasing and pictorial evidence of the activities for quality purpose.
- b) All works must be inspected and approved before they are covered.
- c) The Contractor will provide adequate proof of works progress at least once a month with measurement sheets and sketches that allow easy checking, for measured works and for lump-sum contracts about milestones completed and those under execution. The measurement sheet must be signed by the Contractor's site engineer and endorsed by Employer's site Engineer.
- d) The Contractor will furnish and erect a construction signboard, with text provided by the Employer at a location directed by the Employer.
- e) The Employer will issue a completion certificate latest within 4 weeks of handing over of the whole of the works provided all items in punch lists have been rectified.
- f) Provisional/optional items shall only be executed if ordered specifically. The price for provisional items as offered remains valid for 24 months.
- g) Invoices have to be checked and verified first by the responsible engineer of the Contractor who will forward them to the Employer for checking and approval.
- h) A qualified resident engineer of the contractor has to be on site at all times. The resident engineer may only be replaced with the prior approval of the Employer through an engineer with at least equal qualification. The Employer reserves the right to request the replacement of the engineer at any time if his performance does not match the required standards.
- i) The contractor is obliged to have a valid license at all times.
- j) Any contractual communication and modification or update of information must be in writing.
- k) The project will follow standardized procedures for checking, approval etc. An overview over these procedures will be handed out to the Contractor.
- l) The Contractor shall hold regular meetings (on a weekly basis, or as otherwise instructed by the Employer) with the Employer to discuss progress and issues related to Project implementation.
- m) By signing the contract, the Contractor agrees to implement the works according to the requirements of the PATRIP Foundation Environmental and Social Policy.

4. Advance Payment Security

Bank Guarantee (to be issued on letterhead of bank)

Address of guarantor bank:

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

Aga Khan Rural Support Programme (AKRSP)
Shahi Qilla Road Chitral

On you concluded with ("Contractor") a contract for (project, object of contract) at a price ofEUR.

In accordance with the provisions of the contract the Contractor receives an advance payment in the amount of, which represents % of the order value.

We, the undersigned (Guarantor), waiving all objections and defenses under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Contractor up to a total of (in words:) against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

This guarantee shall come into force and effect as soon as the advance payment has been credited to the account of the Contractor.

In the event of any claim under this guarantee, payment shall be effected to *Aga Khan Rural Support Programme (AKRSP)* BIC:, account IBAN:

This guarantee shall expire no later than *

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of Pakistan.

.....
Place, date

.....
Guarantor

Note:* Insert the date twenty-eight days after the expected date of repayment of Advance Payment Security.

5. Performance Security

Bank Guarantee (to be issued on letterhead of bank)

Address of guarantor bank:

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.....
.....

Aga Khan Rural Support Programme (AKRSP)
Shahi Qilla Road Chitral

Onyou concluded with ("Contractor") a contract for (project, object of contract) at a price of PKRs.

In accordance with the provisions of the contract the Contractor is obligated to provide a performance bond for 10 % of the contract price.

We, the undersigned ("Guarantor"), waiving all objections and defenses under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand an amount up to a total of (in words:) against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to AKRSP BIC: account IBAN:.....

This guarantee shall expire no later than December 31, 202.

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of Pakistan

.....
Place, date

.....
Guarantor



AGA KHAN DEVELOPMENT NETWORK

*Construction of (60m) Flood Protection walls, Improvement of the Existing Road
from Kishmanja to Garamchasma Road and 7km link roads in Broghil Valley Upper
Chitral
All Weather Access Road (AWARD) Project
PAK-AKDN-CHI-002*

Section 6: Scope of Works and Design Report

Content

1Error! Bookmark not defined.

1 Design Reports, and Drawings will be separately annexed with the contract document