

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



Asian Development Bank

**Loan 4279-PAK:
Emergency Flood Assistance Project (EFAP)
Irrigation Department Component
(ADB/EFAP/KPID/PQ-CIII/2023)**

PREQUALIFICATION DOCUMENTS

For

Category-III

Prequalification of bidders for repair, rehabilitation and reconstruction of irrigation structure, drainage system and flood protection work spreads in Province of Khyber Pakhtunkhwa for Category-III (i.e., estimated cost more than PKR 500 million and up to PKR 1000 million)

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PROCUREMENT DOCUMENT

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ADB/EFAP/KPID/CW

**Irrigation Department, Khyber
Pakhtunkhwa**

Pakistan

Preface

This Prequalification Document (PQD) has been prepared by Project Management Office (PMO), Irrigation Department, Khyber Pakhtunkhwa and is based on the Standard Procurement Document for the Prequalification of Bidders (SPQD) issued by the Asian Development Bank dated December 2021.

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

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PART I – Prequalification Procedure

PART II – Requirements

Section 1: Instructions to Applicants

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A. General

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| 1. Scope of Application | <p>1.1 In connection with the Invitation for Prequalification (IFP) indicated in Section 2(Application Data Sheet) (ADS), the Employer, as defined in the ADS, issues this Prequalification Document to applicants interested in bidding for the works described in Section 6(Scope of Contract). The number of contracts and the name and identification of each contract as well as the open competitive bidding (OCB) number corresponding to this prequalification are provided in the ADS.</p> |
| 2. Source of Funds | <p>2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the ADS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the ADS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) resulting from the bidding for which this prequalification is conducted (hereinafter called "Contract").</p> <p>2.2 Payments by the ADB will be made only at the request of the Borrower and upon approval by the ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and the ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.</p> |
| 3. Fraud and Corruption | <p>3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity)and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors,¹agents, subcontractors, subconsultants, service providers, sub suppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB</p> <p style="margin-left: 40px;">(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="margin-left: 80px;">(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p style="margin-left: 80px;">(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p style="margin-left: 80px;">(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> |

¹For the purpose of prequalification, the clause applies to "Applicants".

- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistle blowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract²;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of AD financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate³ in ADB-financed,-administered, or -supported activities or to benefit from an ADB-financed,-administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged

² For the purpose of prequalification, item (b) is modified as “ will reject a proposal for prequalification if it determines that the Applicant recommended for prequalification has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract.”

³ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers, and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

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

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

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

3.4 The Employer hereby puts the Applicant on notice that the Applicant or any Joint Venture partner of the Applicant (if any) may not be able to

receive any payments under the Contract if the Applicant or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

4. Eligible Applicants

- 4.1 An Applicant may be a natural person, private entity, or government-owned enterprise, subject to ITA 4.6 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,
- (a) all partners shall be jointly and severally liable; and
 - (b) a Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the Joint Venture during the prequalification process; in the event the Joint Venture is prequalified, during the bidding process; and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 An Applicant, and all partners constituting the Applicant, shall have the nationality of an eligible country, in accordance with Section 5(Eligible Countries). An Applicant shall be deemed to have the nationality of a country if the Applicant is a citizen of that country; or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This requirement shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers for any part of the Contract including related services.
- 4.3 At the time of bidding, Bidders shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to be in a conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers if permitted by the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITA 4.3 (a) to (d) above, this does not limit the participation of a Bidder as a Subcontractor in another bid or of a firm as a Subcontractor in more than one bid; or
 - (f) a Bidder, Joint Venture partner, associates, parent company, or any affiliated entity, participated as a consultant in the

preparation of the design or technical specifications of the works, plant and services that are the subject of the bid; or

- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract; or
- (h) a Bidder would be providing goods, works, or non consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the ADS ITA 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) A Bidder that has a financial or familial relationship with staff of the Employer including project implementing/executing agency, or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to ADB throughout the procurement process and execution of the contract.

- 4.4 Applicants found to be in conflict of interest situations at the time of prequalification but otherwise meeting requirements shall be invited to submit bids, however in the invitation for bids such applicants will be informed about conflict of interest and will be required to manage it in a manner acceptable to ADB to comply with ITA 4.3 above.
- 4.5 A firm will not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITA 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.
- 4.6 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not in any way dependent agencies of the Employer.
- 4.7 An Applicant shall not be under suspension from bidding by the Employer as the result of the execution of a Bid-Securing Declaration.
- 4.8 Applicants shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from, or payments to, a particular country, person or entity in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.

- 4.9 Applicants shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5. Eligible Materials, Equipment and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract and financed by ADB shall have as their country of origin in an eligible country of ADB; see Section 5(Eligible Countries).

B. Contents of Prequalification Document

- 6. Sections of the Prequalification Document**
- 6.1 The Prequalification Document consists of Parts I and II which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITA 8.
- PART I Prequalification Procedures**
- Section 1 Instructions to Applicants (ITA)
 - Section 2 Application Data Sheet (ADS)
 - Section 3 Qualification Criteria (QLC)
 - Section 4 Application Forms (APF)
 - Section 5 Eligible Countries (ELC)
- PART II Requirements**
- Section 6 Scope of Contract (SOC)
- 6.2 The IFP issued by the Employer is not part of the Prequalification Document.
- 6.3 The Employer is not responsible for the completeness of the Prequalification Document and its addenda, if they were not obtained directly from the source stated by the Employer in the IFP.
- 6.4 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish all information or documentation required by the Prequalification Document. The information or documentation shall be complete, accurate, current, and verifiable. The Employer shall have the right to conduct independent checks to determine the completeness and accuracy of the information or documentation provided by the Applicant, and to take remedial actions, including rejection of the Applicant, as appropriate.
- 7. Clarification of Prequalification Document**
- 7.1 A prospective Applicant requiring any clarification on the Prequalification Document shall contact the Employer in writing at the Employer's address indicated in the ADS. The Employer will respond in writing to any request for clarification provided that such request is received no later than 14 days prior to the deadline for submission of Applications. The Employer shall forward copies of its response to all Applicants who have acquired the Prequalification Document, including a description of the inquiry but without identifying its source, subject to ITA 6.3. Should the Employer deem it necessary to amend the Prequalification Document as a result of a request for clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.2.
- 7.2 The Applicant's designated representative is invited to attend a pre-Application meeting, if indicated in the ADS. During this pre-Application

meeting, prospective Applicants may request clarification of the project requirements, the criteria for qualifications or any other aspects of the Prequalification Document. Non-attendance at the pre-Application meeting will not be a cause for disqualification of an Applicant.

- 7.3 Minutes of the pre-Application meeting, if applicable, including the text of the questions asked by Applicants, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Applicants who have obtained the Prequalification Document. Any modification to the Prequalification Document that may become necessary as a result of the pre-Application meeting shall be made by the Employer exclusively through the use of an Addendum pursuant to ITA 8.2 and not through the minutes of the pre-Application meeting.

8. Amendment of Prequalification Document

- 8.1 At any time prior to the deadline for submission of Applications, the Employer may amend the Prequalification Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all who have obtained the Prequalification Document from the Employer in accordance with ITA 6.3.
- 8.3 To give prospective Applicants reasonable time in which to take an addendum into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications, pursuant to ITA 17.2.

C. Preparation of Applications

9. Cost of Applications

- 9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.

10. Language of Application

- 10.1 The Application, as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Application, the translation shall govern.

11. Documents Comprising the Application

- 11.1 The Application shall comprise the following:
- (a) Application Submission Sheet, in accordance with ITA 12;
 - (b) written confirmation authorizing the signatory of the Application to commit the Applicant, in accordance with ITA 15.3;
 - (c) documentary evidence establishing the Applicant's eligibility to prequalify, in accordance with ITA 13;

- (d) documentary evidence establishing the Applicant's qualifications, in accordance with ITA 14; and
- (e) any other document required as specified in the ADS.

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| 12. Application Submission Sheet | 12.1 The Applicant shall prepare an Application Submission Sheet using the form furnished in Section 4(Application Forms). This form must be completed without any alteration to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 13. Documents Establishing the Eligibility of the Applicant | 13.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Sheet and Forms ELI 1 and 2, included in Section 4(Application Forms). |
| 14. Documents Establishing the Qualifications of the Applicant | 14.1 To establish its qualifications to perform the Contract in accordance with Section 3(Qualification Criteria), the Applicant shall provide the information requested in the corresponding Information Sheets included in Section 4(Application Forms). |
| 15. Format and Signing of the Application | <p>15.1 The Applicant shall prepare one original set of the documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant.</p> <p>15.2 The Applicant shall submit copies of the signed original Application, in the number specified in the ADS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>15.3 The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be as specified in the ADS. The name and position held by each person signing the authorization must be typed or printed below the signature. If an Applicant submits a deficient authorization, the Application shall not be rejected in the first instance. The Employer shall request the Applicant to submit an acceptable authorization within the number of days as specified in the ADS. Failure to provide an acceptable authorization within the period stated in the Employer's request shall cause the rejection of the Application.</p> <p>15.4 Applications submitted by an existing or intended Joint Venture shall include an undertaking signed by all partners</p> <ul style="list-style-type: none"> (a) stating that all partners shall be jointly and severally liable, and (b) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the Joint Venture during the prequalification process; in the event the Joint Venture is prequalified, during the bidding process; and, in the event the Joint Venture is awarded the Contract, during contract execution. |

D. Submission of Applications

16. Sealing and Marking of Applications

- 16.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope which shall
- (a) bear the name and address of the Applicant;
 - (b) be addressed to the Employer, in accordance with ITA 17.1; and
 - (c) bear the specific identification of this prequalification process indicated in ADS 1.1.
- 16.2 If the envelope is not sealed and marked as required, the Employer will assume no responsibility for the misplacement of the Application.

17. Deadline for Submission of Applications

- 17.1 Applications must be received by the Employer at the address and no later than the deadline indicated in the ADS.
- 17.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with ITA 8, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

18. Late Applications

- 18.1 The Employer reserves the right to accept or reject late Applications.

19. Opening of Applications

- 19.1 The Employer shall open all Applications at the date, time and place specified in the ADS, subject to ITA 18.1.
- 19.2 The Employer shall prepare a record of the opening of Applications that shall include, as a minimum, the name of the Applicant. A copy of the record shall be distributed to all Applicants.

E. Evaluation of Applications

20. Confidentiality

- 20.1 Information relating to the evaluation of Applications, and recommendation for prequalification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of prequalification is made to all Applicants.
- 20.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA 28, if any Applicant wishes to contact the Employer on any matter related to the prequalification process, it may do so in writing.

21. Clarification of Applications

- 21.1 To assist in the evaluation of Applications, the Employer may, at its discretion, ask any Applicant for a clarification of its Application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- 21.2 If an Applicant does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, its Application may be rejected.

- 22. Responsive-ness of Applications** 22.1 The Employer may reject any Application which is not responsive to the requirements of the Prequalification Document, subject to ITA 21.
- 23. Domestic Preference** 23.1 If so indicated in the ADS, domestic preference shall apply in the bidding process resulting from this prequalification.
- 24. Subcontractors** 24.1 Applicants shall state in the Application Submission Sheet whether they intend to subcontract any of the key activities specified in Section 3 (Qualification Criteria).
- 24.2 The Applicant shall not propose to subcontract the entire scope of the contract. However, if an Applicant intends to subcontract any of the key activities listed in Section 3(Qualification Criteria) 4.2, then such key activities and the proposed Subcontractors (Specialist Subcontractors) shall be clearly identified in Section 4(Application Forms), Forms ELI-2 and EXP-2. Such Specialist Subcontractor(s) shall meet the corresponding qualification requirements specified in Section 3(Qualification Criteria). A formal intent to enter into an agreement with the Specialist Subcontractors in the form of a letter jointly signed by the Applicant and the Specialist Subcontractor should be submitted together with the Application. At the time of bidding, the Bidder shall use in its bid only Specialist Subcontractors prequalified during the prequalification exercise.
- 24.3 Unless otherwise stated in the ADS, the Employer does not intend for the contractor to execute any specific elements of the contract through nominated subcontractors.

F. Prequalification of Applicants

- 25. Evaluation of Applications** 25.1 The Employer shall use only the criteria and methods defined in Section 3(Qualification Criteria) to evaluate the qualifications of the Applicants and proposed Subcontractors.
- 25.2 Only the qualifications of proposed Specialist Subcontractors with respect to "Experience in Key Activities" that have been identified in the Application pursuant to ITA 24.2 will be considered in the evaluation of an Applicant. However, the financial resources of Specialist Subcontractors may not be added to those of the Applicant for purposes of prequalification of the Applicant.
- 25.3 Unless otherwise indicated in the ADS, this prequalification shall be for a single contract.
- 25.4 Unless permitted in the ADS, the qualifications of other firms such as the Applicant's subsidiaries, parent entities, or affiliates shall not be considered.

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| 26. Employer's Right to Accept or Reject Applications | 26.1 The Employer reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to Applicants |
| 27. Prequalification of Applicants | 27.1 All Applicants, including their proposed Specialist Subcontractors, whose Applications have been determined to be substantially responsive to the requirements of the Prequalification Document and who have met or exceeded the specified criteria shall be prequalified by the Employer. |
| 28. Notification of Prequalification | 28.1 Once the Employer has completed the evaluation of the Applications it shall notify all Applicants in writing of the names of those applicants who have been prequalified. In addition, those Applicants who have been disqualified will be informed separately. |
| 29. Invitation to Bid | <p>29.1 Promptly after the notification of the results of the prequalification, the Employer shall invite bids from all the Applicants that have been prequalified.</p> <p>29.2 Bidders may be required to provide bid security or a Bid-Securing Declaration in the form of a demand guarantee or other security acceptable to the Employer for an amount as specified in the bidding document.</p> |
| 30. Changes in Qualifications of Applicants | <p>30.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 and invited to bid (including, in the case of a Joint Venture, any change in the structure or formation of any member and also including any change in any specialist subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids. Such approval shall be denied if</p> <ul style="list-style-type: none"> (a) a prequalified applicant proposes to associate with a disqualified applicant or in case of a disqualified Joint Venture, any of its members; (b) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section 3 (Qualification Criteria); or (c) in the opinion of the Employer, the change may result in a substantial reduction in competition. |
| 31. Bidding-Related Complaints | 31.1 The procedures for dealing with Bidding-Related Complaints arising out of this prequalification process are specified in the ADS. |

Section 2: Application Data Sheet

A. General

ITA 1.1	The identification of the Invitation for Prequalification is: ADB/EFAP/KPID/PQ-CIII /2023																								
ITA 1.1	The name of the Employer is: Irrigation Department, Government of Khyber Pakhtunkhwa																								
ITA 1.1 ¹	<p>The names, identification, and number of the contracts are:</p> <p>Category-I: Prequalification of bidders for repair, rehabilitation and reconstruction of irrigation structure, drainage system and flood protection work spreads in Province of Khyber Pakhtunkhwa for Category-I (i.e., estimated cost up to PKR 200 million)</p> <table><tr><th>Packages</th><th>Description</th><th>Tentative Cost in PKR Million</th></tr><tr><td>EFAP-KPID- CW-02</td><td>Repair and Rehabilitation of Irrigation Systems and Flood Protection Structures, Dir Irrigation Division</td><td>172.00</td></tr><tr><td>EFAP-KPID- CW-09</td><td>Rehabilitation of Flood Protection Structures / Drainage System in Chitral Irrigation Division</td><td>237.00</td></tr></table> <p>Category-II: Prequalification of bidders for repair, rehabilitation and reconstruction of irrigation structure, drainage system and flood protection work spreads in Province of Khyber Pakhtunkhwa for Category-II (i.e., estimated cost more than to PKR 200 million and up to PKR 500 million)</p> <table><tr><th>Packages</th><th>Description</th><th>Tentative Cost in PKR Million</th></tr><tr><td>EFAP/KPID -CW-03</td><td>Repair and Rehabilitation of Canals and Drains, Phaphur Irrigation Division</td><td>534.00</td></tr><tr><td>EFAP/KPID -CW-04</td><td>Rehabilitation of Canals / Distributaries Works:</td><td></td></tr><tr><td></td><td>Lot-1: CRBC Irrigation Division DI Khan</td><td>395.00</td></tr><tr><td></td><td>Lot-2: CRBC Irrigation Division DI</td><td>360.00</td></tr></table>	Packages	Description	Tentative Cost in PKR Million	EFAP-KPID- CW-02	Repair and Rehabilitation of Irrigation Systems and Flood Protection Structures, Dir Irrigation Division	172.00	EFAP-KPID- CW-09	Rehabilitation of Flood Protection Structures / Drainage System in Chitral Irrigation Division	237.00	Packages	Description	Tentative Cost in PKR Million	EFAP/KPID -CW-03	Repair and Rehabilitation of Canals and Drains, Phaphur Irrigation Division	534.00	EFAP/KPID -CW-04	Rehabilitation of Canals / Distributaries Works:			Lot-1: CRBC Irrigation Division DI Khan	395.00		Lot-2: CRBC Irrigation Division DI	360.00
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	Lot-1: CRBC Irrigation Division DI Khan	395.00																							
	Lot-2: CRBC Irrigation Division DI	360.00																							

¹ For Category-III: The packages costs are tentative and are subject to change based on the detail engineering designs and BOQs. Similarly, the final cost of the package will determine the pre-qualification category. The EA reserve the right to move the packages into other categories.

	<table><tr><td></td><td>Khan</td><td></td></tr><tr><td>EFAP/KPID -CW-10</td><td>Repair and Rehabilitation of Irrigation Systems and Flood Protection Structures, Hazara Irrigation Division</td><td>367.00</td></tr><tr><td>EFAP/KPID -CW-11</td><td>Rehabilitation of Flood Protection Works in Charsadda Irrigation Division</td><td>420.00</td></tr><tr><td>EFAP/KPID -CW-12</td><td>Repair and Rehabilitation of and Flood Protection Structures, Peshawar. Peshawar Irrigation Division</td><td>400.00</td></tr></table>		Khan		EFAP/KPID -CW-10	Repair and Rehabilitation of Irrigation Systems and Flood Protection Structures, Hazara Irrigation Division	367.00	EFAP/KPID -CW-11	Rehabilitation of Flood Protection Works in Charsadda Irrigation Division	420.00	EFAP/KPID -CW-12	Repair and Rehabilitation of and Flood Protection Structures, Peshawar. Peshawar Irrigation Division	400.00			
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	<p>Category-III Prequalification of bidders for repair, rehabilitation and reconstruction of irrigation structure, drainage system and flood protection work spreads in Province of Khyber Pakhtunkhwa for Category-III (i.e., estimated cost more than PKR 500 million and up to PKR 1000 million)</p> <table><tr><th>Packages</th><th>Description</th><th>Tentative Cost in PKR Million</th></tr><tr><td>EFAP/KPID -CW-07</td><td>Repair and Rehabilitation of and Flood Protection Structures, Swat. Malakan Irrigation Division</td><td>873</td></tr><tr><td>EFAP/KPID -CW-13</td><td>Repair and Rehabilitation of and Flood Protection Structures, Swat. Swat Irrigation Division-II</td><td>900</td></tr></table>	Packages	Description	Tentative Cost in PKR Million	EFAP/KPID -CW-07	Repair and Rehabilitation of and Flood Protection Structures, Swat. Malakan Irrigation Division	873	EFAP/KPID -CW-13	Repair and Rehabilitation of and Flood Protection Structures, Swat. Swat Irrigation Division-II	900						
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	<p>Category-IV Prequalification of bidders for repair, rehabilitation and reconstruction of irrigation structure, drainage system and flood protection work spreads in Province of Khyber Pakhtunkhwa for Category-IV (i.e., estimated cost more than PKR 1000 million and up to PKR 2500 million)</p> <table><tr><th>Packages</th><th>Description</th><th>Tentative Cost in PKR Million</th></tr><tr><td>EFAP/KPID -CW-01</td><td>Repair and Rehabilitation of Munda HW & Doaba canal system</td><td>1800</td></tr><tr><td>EFAP/KPID -CW-05</td><td>Rehabilitation of Drains & FCCs in CRBC Irrigation Division DI Khan</td><td>1545</td></tr><tr><td>EFAP/KPID -CW-06</td><td>Repair and Rehabilitation of Irrigation Systems and Flood Protection Structures, Nowshera</td><td>1372</td></tr><tr><td>EFAP/KPID -CW-14</td><td>Repair and Rehabilitation of and Flood Protection Structures, Swat. Swat Irrigation Division-I</td><td>1102</td></tr></table>	Packages	Description	Tentative Cost in PKR Million	EFAP/KPID -CW-01	Repair and Rehabilitation of Munda HW & Doaba canal system	1800	EFAP/KPID -CW-05	Rehabilitation of Drains & FCCs in CRBC Irrigation Division DI Khan	1545	EFAP/KPID -CW-06	Repair and Rehabilitation of Irrigation Systems and Flood Protection Structures, Nowshera	1372	EFAP/KPID -CW-14	Repair and Rehabilitation of and Flood Protection Structures, Swat. Swat Irrigation Division-I	1102
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EFAP/KPID -CW-14	Repair and Rehabilitation of and Flood Protection Structures, Swat. Swat Irrigation Division-I	1102														
ITA 1.1	The name and identification number of the open competitive bidding (OCB) are: ADB/EFAP/KPID/PQ-CIII /2023															
ITA 2.1	The name of the Borrower is: Islamic Republic of Pakistan															

ITA 2.1	The name of the Project is: Emergency Flood Assistance Project
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B. Contents of the Prequalification Document

ITA 7.1	For <u>clarification purposes</u> only, the Employer's address is: Mr. Akhtar Nawaz Manager Admin, Project Management Office (PMO), Pehur High Level Canal Extension Project / Emergency Flood Assistance Project Gohati Swabi Tel: +92-(938)-530103 Fax: +92-(938)-530104 Cell # +92-(345)-9113341 Email: pmophlce@gmail.com
ITA 7.2	Pre-Application Meeting will be held: Date: 12 May 2023 Time: 1100 Hours Place: Project Management Office (PMO), Pehur High Level Canal Extension Project / Emergency Flood Assistance Project, Gohati Swabi

C. Preparation of Applications

ITA 10.1	The language of the Application is: English The translation of the documents shall be duly notarized.
ITA 11.1 (e)	The Applicant shall submit with its Application the following additional documents: i. Certified copies of work orders, experience certificates issued by the employers. ii. Valid Pakistan Engineering Council Registration – This requirement is only for national firms participating as single entity or as partner in a Joint Venture or consortium. iii. Valid Registration certificate from income tax authority (NTN), Sales Tax and Affidavit that firm is not blacklisted. – This requirement is only for national firms participating as single entity or as partner in a Joint Venture or consortium. iv. Letter of Acceptance / Award, completion certificates, substantial completion certificates, taking over certificates, defects liability certificates, performance certificates, IPCs / BOQs, other documents applicable under relevant contracts to substantiate construction experience. v. Documents indicating the Historical Financial Performance i.e. audited financial statements for year 2020, 2021 and 2022 (or the

	<p>latest three years).</p> <p>Applicants are required to submit all documents to support their Application in English language. If the documentary evidence is in a language other than the English language, then the Applicant shall submit accurate translation of the relevant passages in the English language duly attested by the notary public of the Applicant's Country or similar legal instrument of notarization as applicable under the laws of the Applicant's home country, (specifying the authority for such attestation as per law of the country).</p> <p>If an Applicant omits to submit any of the above documents or the documents submitted are deficient, the Application shall not be rejected in the first instance and a clarification will be sought from the Applicant under ITA 21.</p>
ITA 15.2	<p>In addition to the original, the number of copies to be submitted with the Application is: Three (03)</p> <p>To facilitate evaluation, Applicant are encouraged to submit soft copies in PDF format. In the event of any discrepancy between the original hard copy and the soft copies, the original hard copy shall prevail.</p>
ITA 15.3	<p>The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall consist of <i>a board resolution or its equivalent, or power of attorney, which should either be:</i></p> <p><i>a) notarized, or</i></p> <p><i>b) attested to be an appropriate forum (authority) in the Applicant's home country, specifying the representative's authority to sign the Application on behalf and to legally bind the Applicant.</i></p> <p><i>If the Applicant is an intended or existing joint venture, such authorization should be signed by all parties and specify the representative's authority to sign the Application on behalf of the intended or existing joint venture.</i></p> <p><i>If the joint venture has not yet been formed, also include written evidence from all proposed partners of joint venture of their intent to enter into a joint venture in the event of a contract award.</i></p>
ITA 15.3	<p>The Applicant shall submit an acceptable authorization within seven (07) days.</p>

D. Submission of Applications

ITA 17.1	<p>For Application submission purposes only, the Employer's address is:</p> <p>Mr. Akhtar Nawaz Manager Admin, Project Management Office (PMO), Pehur High Level Canal Extension Project / Emergency Flood Assistance</p>
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	<p>Project Gohati Swabi Tel: +92-(938)-530103 Fax: +92-(938)-530104 Email: pmophlce@gmail.com</p> <p>The deadline for Application submission is:</p> <p>Date: 26 May 2023 Time: 1100 Hours (Pakistan Standard Time)</p>
ITA 19.1	<p>The application opening shall take place at:</p> <p>Office of the Project Director (PHLCE) Project Director (PHLCE) Project Management Office (PMO), Pehur High Level Canal Extension Project / Emergency Flood Assistance Project Gohati Swabi Tel: +92-(938)-530103 Fax: +92-(938)-530104 Email: pmophlce@gmail.com</p> <p>Date: 26 May 2023 Time: 1130 Hours</p>

E. Evaluation of Applications

ITA 23.1	Domestic preference shall not apply in the bidding process corresponding to this prequalification.
ITA 24.3	The Employer does not intend for the contractor to execute any specific elements of the contract through nominated subcontractors.

F. Prequalification of Applicants

ITA 25.3	<p>As stipulated in ITA 1.1, this prequalification exercise shall be for: multiple contracts. The multiple contracts are to be carried out through firms / contractors, grouped into four categories based on the requirements of the contracts. The category is Category-III: Prequalification of bidders for repair, rehabilitation and reconstruction of irrigation structure, drainage system and flood protection work spreads in Province of Khyber Pakhtunkhwa for Category-III (i.e., estimated cost more than PKR 500 million and up to PKR 1000 million) The Employer will prequalify Applicants for the subject category.</p> <p>An Applicant shall be allowed to bid for any contract within his bidding capacity, however, the Applicant may only be awarded a maximum number of contracts for which the Applicant meets the aggregated requirement of such contract combination (award capacity). A Bidder's award capacity will be determined during bid evaluation when additional information such as (i) average annual turnover and (ii) financial resources</p>
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	and current commitments.
ITA 25.4	The qualifications of other firms such as the Applicant's subsidiaries, parent entities, affiliates, Subcontractors shall not be permitted.
ITA 31.1	<p>The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7). The Applicant should submit its complaint following these procedures, in writing, to:</p> <p>Title or position: The Secretary Client: Irrigation Department Government of Khyber Pakhtunkhwa Civil Secretariat, Peshawar</p>

Section 3: Qualification Criteria

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1. Eligibility

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

1.1 Nationality

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

No conflicts of interest in accordance with ITA 4.3 and ITA 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Application Submission Sheet
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1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITA 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Application Submission Sheet
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1.4 Government-Owned Entity

Applicant required to meet conditions of ITA 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI -1 ; ELI -2 with attachments
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1.5 United Nations Eligibility

Not having been excluded by an act of compliance with the United Nations Security Council resolution in accordance with ITA 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Application Submission Sheet
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1.6 Registration with Pakistan Engineering Council (PEC)

National Applicant must be registered with Pakistan Engineering Council (PEC) and shall have a valid registration Certificate in contractor's category C-2 or above with specialization codes in CE-04 at the time of application, The registration certificate must have validity period at the time of bid submission.	Must meet requirement	Not applicable	Local JV partner must meet requirement as per their respective JV share	Must meet requirement	Forms ELI - 1; ELI - 2 with attachments
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2. Historical Contract Nonperformance

2.1 History of Nonperforming Contracts

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Nonperformance of a contract ^a did not occur as a result of contractor default since 1 st January 2017	Must meet requirement	Must meet requirement	Must meet requirement ^b	Not applicable	Form CON-1

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

^b This requirement also applies to contracts executed by the Applicant as Joint Venture partner.

2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITA 4.7.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Application Submission Sheet

2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall apply.

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

2.4 Declaration: Environmental, Health and Safety Past Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Declare any contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, health and safety contractual obligations in the past five years.	Must make the declaration. If the bidder proposes Specialist Sub-contractor/s to meet QC 4.2, those Specialist Sub-contractor/s must also make the declaration	Not applicable	Each partner must make the declaration. If the bidder proposes Specialist Sub-contractor/s to meet QC 4.2, those Specialist Sub-contractor/s must also make the declaration	Not applicable	Form CON-2

3. Financial Situation

3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the applicant's country, other financial statements acceptable to the Employer, for the last (03) years (i.e. 2020, 2021, 2022 or latest) to demonstrate the current soundness of the Applicant's financial position As a minimum, the Applicant's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1 with attachments

A. For Civil Works Contract

3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of PKR 1334 million or US\$ equivalent calculated as total certified payments received for contracts in progress or completed, within the last (03) three years (or the years for which the audited financial statements are submitted by the Applicant).	Must meet requirement	Must meet requirement	Must meet <u>25%</u> of the requirement	Must meet <u>40%</u> of the requirement	Form FIN - 2

4. Experience

A. For Civil Works Contract

4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Participation as a contractor, Joint Venture partner, or Subcontractor, in at least two (01) contracts that has been successfully or substantially completed within last seven (07) years, and that is similar to the proposed works, where the value of the Applicant's participation exceeds amount of PKR 800 million or US\$ equivalent.</p> <p>The similarity of the Applicant's participation shall be based on:</p> <ol style="list-style-type: none"> 1. the physical size 2. nature of works 3. complexity, methods 4. technology or 5. other characteristics <p>as described in Section 6, Employer's Requirements.</p>	Must meet requirement	Not applicable	Not applicable	Must meet requirement	<p>Form EXP – 1</p> <p>In addition to the submission requirement Form EXP – 1, the Applicant shall provide the following supporting documents:</p> <ol style="list-style-type: none"> 1. Signed Contract Agreement, and 2. Taking-Over Certificate, Contract Completion Certificate or Performance Certificate, <p>in sufficient detail to verify the contract name, value and completion time (or substantial completion). If the documents are other than in English, an accurate certified translation of these documents in English shall be provided.</p> <p>Note: The Employer will consider a "substantially completed contract" as one in which the works have been completed.</p>

4.2 Construction Experience in Key Activities

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

Table A

Criteria		Compliance Requirements		Documents
Requirement		Single Entity	Joint Venture \	Submission Requirements
For the above or other contracts executed during the period stipulated in 4.1, a minimum construction experience in the following key activities:		Must meet requirement	Must meet requirement	Form EXP – 2 Form EXP – 2 shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate or Contract Completion Certificate indicating the contract name, value, completion date (or percentage of substantial completion), activities performed by Joint Venture partners, certified payments showing activity details, and other relevant details sufficient to demonstrate compliance with the requirements
Description	Category-III			
➤ Flood Protection works/ structures Wall	08 Kms			
➤ Irrigation Channels and network	08 Km with minimum sectional discharge capacity of 50 Cfs			
➤ Water and hydraulic structures	08 Nos			

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

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

Table B

Criteria		Compliance Requirements		Documents
Requirement		Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
For the above or other contracts executed during the period stipulated in 4.1, a minimum construction experience is required in the following key activities:		Must meet requirement	Must meet requirement	Form EXP – 2
				Form EXP – 2 shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate or Contract Completion Certificate indicating the contract name, value, completion date (or percentage of substantial completion), activities performed by Joint Venture partners, certified payments showing activity details, and other relevant details sufficient to demonstrate compliance with the requirements

4.3 Specific Experience in Managing Environmental, Health and Safety Aspects

Criteria		Compliance Requirements		Documents
Requirement		Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
For the contracts in 4.1 and 4.2 above and/or any other contracts [substantially completed and under implementation] as prime contractor, Joint Venture partner, or Subcontractor between 1 st January 2017 and Bid submission deadline, experience in managing EHS risks and impacts in the following aspects:		Must meet requirements	One member must meet requirements	Form EXP – 3
<ul style="list-style-type: none"> - Traffic management practice - Local cultural heritage protection practice - Work at height and fall protection. - Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19 etc.) 				

5. Organizational Environmental, Health and Safety System

5.1 Environmental, Health and Safety Certification

Criteria	Compliance Requirements		Documents
Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
<p>Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite:</p> <ol style="list-style-type: none"> 1) Quality management certificate ISO 9001 (or internationally recognized equivalent) 2) Environmental management certificate ISO 14001 (or internationally recognized equivalent) 3) Health and Safety management certificate ISO 45001 (or internationally recognized equivalent) 	Must meet requirements	One member must meet requirements	Form EXP – 4

5.2 Environmental, Health and Safety Documentation

Criteria	Compliance Requirements		Documents
Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
<p>Availability of in-house policies and procedures for EHS management:</p> <ol style="list-style-type: none"> 1. Existence of an Ethics Charter 2. Existence of a system for monitoring compliance with EHS commitments for the Bidder's Subcontractors and all its partners. 3. Existence of official company procedures for the management of the following: <ul style="list-style-type: none"> ➤ EHS resources and facilities and EHS monitoring system ➤ Project Areas management information (base camps, quarries, burrow pits, storage areas) ➤ Health and Safety on worksites policy and related guidance ➤ Community stakeholder engagement practice 	Must meet requirements	One member must meet requirements	Form EXP – 5

5.3 Environmental, Health and Safety Dedicated Personnel

Criteria	Compliance Requirements		Documents
Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
Availability of in-house personnel dedicated to EHS issues: <ul style="list-style-type: none"> ➤ Environmental Specialist ➤ Occupational Health and Safety Specialist 	Must meet requirements	One member must meet requirements	Form EXP – 6

Section 4: Application Forms

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Application Submission Sheet

-Note-

The Applicant must accomplish the Application Submission Sheet in its letterhead clearly showing the Applicant's complete name and address.

Date:
 IFP No.:
 OCB No.:

To

Mr. Sardar Zafar
 Project Director,
 Project Management Office (PMO),
 Pehur High Level Canal Extension Project / Emergency Flood Assistance Project
 Gohati Swabi
 Tel: +92-(938)-530103
 Fax: +92-(938)-530104
 Cell # +92-(345)-9113341
 Email: pmophlce@gmail.com

We, the undersigned, apply to be prequalified for the referenced OCB and declare the following:

- (a) We have examined and have no reservations to the Prequalification Document, including addenda, issued in accordance with ITA 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We, including any Subcontractors or Suppliers for any part of the contract resulting from this prequalification process, if any, have nationalities from eligible countries, in accordance with ITA 4.2.
- (d) We, our directors, key officers, key personnel, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract resulting from this prequalification process, if any, do not have any conflict of interest in accordance with ITA 4.3 and 4.4.

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

- (i) Parties involved in the conflict of interest: _____
- (ii) Details about the conflict of interest: _____
- (e) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual

Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.¹

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

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

- (i) Name of the multilateral development bank: _____
 (ii) Reason for the ongoing investigation / allegations: _____

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

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

- (i) Name of Institution: _____
 (ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction[*start and end date*]: _____
 (iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: _____

- (h) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers, Suppliers, key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanours) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

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

- (i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: _____
 (ii) Court, area of jurisdiction and/or the enforcement agency: _____

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

(iii) Resolution [*i.e. dismissed; settled; or convicted; duration of penalty*]: _____

(iv) Other relevant details [*please specify*]: _____

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

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

(i) Nature of the restriction: _____

(ii) Jurisdiction of the restriction: _____

(iii) Other relevant details: _____

- (j) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel are not from a country which is prohibited to export goods or services to, or receive any payments from the Employer's country and/or are not prohibited to receive payments for particular goods or services by the Employer's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

- (k) We understand that it is our obligation to notify the Employer of any changes in connection with the matters described in paragraphs (e), (f), (g), (h), (i), (j) and (o) of this Application Submission Sheet.

- (l) [We are not a government-owned enterprise/ / [We are a government-owned entity but meet the requirements of ITA 4.6].²

- (m) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITA 4.7.

- (n) We, in accordance with ITA 24.1, plan to subcontract the following key activities or parts of the contract:

- (o) We have paid, or intend to pay, either directly or indirectly, the following commissions, gratuities, or fees with respect to the prequalification process:³

Name of Recipient	Address	Reason	Amount
.....
.....

- (p) We understand that you may cancel the prequalification process at any time and that you are not bound either to accept any Application that you may receive or to invite the prequalified Applicants to bid for the contract subject of this prequalification, without incurring any liability to the Applicants, in accordance with ITA 26.

- (q) At any time following submission of our Application, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service

² Use one of the two options as appropriate.

³ If none has been paid or is to be paid, indicate "None."

providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the Application for prequalification and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.

- (r) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to application submission for at least 3 years from the date of submission of the application or the period prescribed in applicable law, whichever is longer.
- (s) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (t) We certify on behalf of the Applicant, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Application for prequalification, or the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time).

Name

In the capacity of

Signed

Duly authorized to sign the Application for and on behalf of

Date

Affiliate Company Guarantee

Name of Contract/Contract No.: _____
 Name and address of Employer: _____
 [together with successors and assigns].

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

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

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

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

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

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

Signed by:.....	Signed by:
(signature)	(signature)
.....
(name)	(name)
.....
(position in parent/subsidiary company)	(position in parent/subsidiary company)

Date:.....

Note

If permitted in accordance with ITA 25.4 of the ADS, the Applicant shall provide out the Affiliate Company Guarantee Form filled out and signed by each subsidiary, parent entity, or affiliate that the Applicant submits for consideration of the Employer in determining its qualifications.

Environmental, Health and Safety Code of Conduct

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

Note to the Applicant

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

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

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

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental, health and safety risks related to the Works.

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

This EHS Code of Conduct identifies the behavior that we require from all Contractor's Personnel. Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

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

RAISING CONCERNS

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

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

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

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

Applicant's Qualification

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

Form ELI – 1: Applicant Information Sheet

Date:
 IFP No.:
 OCB No.:
 Page of pages

Applicant Information			
		Information of the Applicant	If the Applicant is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Applicant's authorized representative (name, address, telephone number(s), fax number(s), e-mail address)			
Attached are copies of the following documents: <ol style="list-style-type: none"> 1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITA 4.1 and ITA 4.2. 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITA 15.3. 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITA 4.1. 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITA 4.6. 5. For National Applicant Only - Copy of PEC Registration Certificate 			

Form ELI – 2: Joint Venture Information Sheet

Date:
 IFP No.:
 OCB No.:
 Page of pages

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

Joint Venture / Specialist Subcontractor Information			
Applicant's legal name			
		Information of Joint Venture Partner or Specialist Subcontractor	If any Joint Venture Partner or Specialist Subcontractor is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addressee s	Registered address(es)		
	Trading address (es)		
	Postal address (es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
Joint Venture Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)			
Attached are copies of the following documents: <ol style="list-style-type: none"> Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITA 4.1 and ITA 4.2. Authorization to represent the firm named above, in accordance with ITA 15.3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITA 4.6. In case of Specialist Subcontractors as per ITA 24.2 a formal intent to enter into an agreement in the form of a letter jointly signed by the Applicant and the Specialist Subcontractor. For National Applicant Only - Copy of PEC Registration Certificate 			

Form CON – 1: Historical Contract Non-performance

Date:

IFP No.:

OCB No.:

Page of pages

Each Applicant must fill out this form in accordance with Criteria 2.1 and 2.2 of Section 3 (Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

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

Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts

Choose one of the following:

- ☐ No nonperforming contracts.
- ☐ Below is a description of nonperforming contracts involving the Applicant (or each Joint Venture partner if Applicant is a Joint Venture).

Year	Description	Amount of Non performed portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]	[insert amount]

Table 2: Pending Litigation and Arbitration

Choose one of the following:

- ☐ No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the applicant.
- ☐ Below is a description of all pending litigation, arbitration involving the Applicant or any other material events impacting the net worth and/or liquidity of the applicant. (or each Joint Venture member if Applicant is a Joint Venture).

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

-Note-

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

Form CON – 2: EHS Performance Declaration

Date:
 IFP No.:
 OCB No.:
 Page of pages

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

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

Joint Venture Partner: _____

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

Specialist Subcontractor: _____

Environmental and Health and Safety Performance Declaration in accordance with Section 3 (Qualification Criteria)			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Health and Safety performance since the date specified in Section 3 (Qualification Criteria), Criterion 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Health and Safety performance since the date specified in Section 3 (Qualification Criteria), Criterion 2.5. Details are described below:			
<input type="checkbox"/> Declaration of request for replacement of Key Environment, Health and Safety Personnel: The following contract(s) has/have experienced a request by the Employer to replace Environmental, Health and Safety Personnel for reasons related to Environmental or Health and Safety performance since the date specified in Section 3 (Qualification Criteria), Criterion 2.5. Details are described below:			
<input type="checkbox"/> Declaration of past fatality resulted from EHS issues on site: The following contract(s) has/have experienced a fatality resulted from EHS issues on site since the date specified in Section 3 (Qualification Criteria), Criterion 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name, number, and any other identification]	[insert amount]

		Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]</i>	
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to EHS performance			
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)	
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]</i>	<i>[insert amount]</i>	

Key EHS personnel replacement requested by the Employer for reasons related to EHS performance		
Year	Contract Identification and Reasons	Personnel replacement action and results
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for requesting for replacement: <i>[indicate main reason(s)]</i>	<i>[insert description]</i>

<i>Fatality due to EHS issues on Site</i>		
Year	Contract Identification	Follow-on actions taken by the contractor
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Description of fatality event: Causation:	<i>[insert description]</i>

Form FIN – 1: Historical Financial Performance

Date:
 IFP No.:
 OCB No.:
 Page of pages

Each Applicant must fill out this form.

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

Joint Venture Partner:

Financial Data for Previous ____ Years [\$ Equivalent]		
Year 1:	Year 2:	Year __:

Information from Balance Sheet

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

Most Recent Working Capital		
-----------------------------	--	--

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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

A. For Civil Works Contract

Form FIN – 2: Average Annual Construction Turnover

Date:
 IFP No.:
 OCB No.:
 Page of pages

Each Applicant must fill out this form.

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

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

Joint Venture Partner: _____

Annual Turnover Data for the Last ____ Years (Construction only)			
Year	Amount Currency	Exchange Rate	\$ Equivalent

Average Annual Construction Turnover

A. For Civil Works Contract

Form EXP – 1: Experience in Contracts of Similar Size and Nature

Date:
 IFP No.:
 OCB No.:
 Page ofpages

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate, Contract Completion Certificate or Performance Certificate.

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

Contract of Similar Size and Nature		
Contract No. of	Contract Identification	
Award Date	Completion Date	
Total Contract Amount	\$	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 4.1 of Section 3 (Qualification Criteria)		

Form EXP – 2: Construction Experience in Key Activities

Date:
 IFP No.:
 OCB No.:
 Page :of pages

Fill out one (1) form per contract.

Each Applicant must fill out this form. Each contract shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate, Contract Completion Certificate, Certified Payments including the list of activities performed in desired quantities.

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

Specialist Subcontractor: _____

Contract with Similar Key Activities		
Contract No. of	Contract Identification	
Award Date		Completion Date
Total Contract Amount	\$	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of Key Activities in Accordance with Criterion 4.2 of Section 3 (Qualification Criteria)		

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

Fill out one form per contract.

Each Applicant must fill out this form.

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

Joint Venture Partner: _____

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

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Details of relevant experience				

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

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

Form EXP – 4: Environmental, Health and Safety Certification

Please provide the following information:

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

[Select the required certifications from below^a]

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

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

Form EXP – 5: Environmental, Health and Safety Documentation

Please provide the following information:

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

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

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

- ;
- Traffic management practice;
- Work at height and fall protection.
- Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19 etc)

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

Please provide CV of the in-house personnel of the main contractor/Joint Venture partners for the EHS positions as follows:

- Environmental Specialist
- Occupational Health and Safety Specialist

Section 5: Eligible Countries

This section contains the list of eligible countries.

- | | |
|--------------------------------------|---|
| 1. Afghanistan | 35. Micronesia, Federal States of |
| 2. Armenia | 36. Mongolia |
| 3. Australia | 37. Myanmar |
| 4. Austria | 38. Nauru, Republic of |
| 5. Azerbaijan | 39. Nepal |
| 6. Bangladesh | 40. Netherlands |
| 7. Belgium | 41. New Zealand |
| 8. Bhutan | 42. Norway |
| 9. Brunei Darussalam | 43. Pakistan |
| 10. Cambodia | 44. Palau, Republic of |
| 11. Canada | 45. Papua New Guinea |
| 12. China, People's Republic of | 46. Philippines |
| 13. Cook Islands | 47. Portugal |
| 14. Denmark | 48. Samoa |
| 15. Fiji Islands, Republic of | 49. Singapore |
| 16. Finland | 50. Solomon Islands |
| 17. France | 51. Spain |
| 18. Georgia | 52. Sri Lanka |
| 19. Germany | 53. Sweden |
| 20. Hong Kong, China | 54. Switzerland |
| 21. India | 55. Tajikistan |
| 22. Indonesia | 56. Taipei, China |
| 23. Ireland | 57. Thailand |
| 24. Italy | 58. Timor-Leste, Democratic Republic of |
| 25. Japan | 59. Tonga |
| 26. Kazakhstan | 60. Turkey |
| 27. Kiribati | 61. Turkmenistan |
| 28. Korea, Republic of | 62. Tuvalu |
| 29. Kyrgyz, Republic of | 63. United Kingdom |
| 30. Lao People's Democratic Republic | 64. United States of America |
| 31. Luxembourg | 65. Uzbekistan |
| 32. Malaysia | 66. Vanuatu |
| 33. Maldives | 67. Viet Nam |
| 34. Marshall Islands | 68. Niue |

Section 6: Scope of Contract

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1. Requirements

1.1 Brief Description of the Scope

The devastating floods of 2022 have caused huge damages almost to every sector including irrigation and flood protection infrastructure in Pakistan. In KP, a total of 625 irrigation and flood protection structures have been partially or completely damaged mostly in Swat, Nowshera, Charsadda and Dera Ismail Khan regions. Huge damages have occurred in Lower Swat canal, Chashma Right Bank Canal and flood protection works in Swat and Kabul rivers areas and Dera Ismail Khan areas.

The livelihoods of most of the affected population due to flood damages depend upon agriculture and livestock and urgent rehabilitation of the affected infrastructure is essential to check further aggravation of the prevailing situation in the aftermath of floods. Depending upon size and extent of damage, 224 bigger schemes have been selected for rehabilitation including restoration of some irrigation schemes from all parts of the province. As per funds availability from the Asian Development Bank (ADB), these schemes were then prioritized based on extent of damages and cost involved where, 143 irrigation and drainage and flood protection schemes were selected out of the total 224 works.

1.2 Major Contract Components

Major component of the subprojects under the contract are as follows:

- Irrigation Storages, Diversions, Conveyance System, and Flood Management Structures in Khyber Pakhtunkhwa.
 - Irrigation and Flood Control Infrastructure
- 1- Contractor will ensure that all quality of structure meets international best practices as per design, drawings and specification.

1.3 Estimated Quantities of Major Components

Not applicable

1.4 Methods Required

Bids will be invited based on ADB's Single Stage One Envelope Bidding Procedure. Bidders may be invited for presentation on their technical solution during the prequalification application stage and/or the technical evaluation stage. ADB's standard bid documents for Works- Small contracts (SBD Works) will be used. Subprojects are given below:

Name of work	Location, village name etc	Structure Description / Sub Type 2	Estimated cost PKR Million
EFAP-KPID- CW-07			
Rehabilitaion of flood	Gat Koto, Jalala,	FPW	160

protection works on left bank of Swat River from Shamozaai Bridge (Landaki) to Jalala Village.	Haibat Gram		
Rehabilitaion of flood protection works on left bank of Swat River from Tarai to Matkani Village	Trai, Matkani	FPW	149
Rehabilitaion of flood protection work on left bank of Swat River (Johnson Bund) from RD:0- University Bridge Malakand	Thana area	FPW	125
Rehabilitaion of flood protection works on left bank of Swat River near Qulangai Village.	Qulangai	FPW	90
Rehabilitaion of flood protection works on left bank of Swat River from Totakan to Hissara Village	Totakan, Hissar	FPW	85
Rehabilitaion of flood protection works on left bank of Swat River from Badwan Bridge to Shaheed Bund Khar Area.	Batkhela Khar area	FPW	80
Rehabilitaion of flood protection works on left bank of Swat River from Jalawanan to Amandara Head Works.	Amandarra, Batkhela	FPW	66
Rehabilitaion of flood protection works on left bank of Swat River from University Bridge to Chakdara Bridge.	Thana, Pul Chwaki	FPW	61
Rehabilitaion of flood protection works on left bank of Swat River from	Batkhela	FPW	57

Amandara Head Works to Badwan Bridge.			
EFAP-KPID- CW-13			
Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River and its tributaries in Tehsil Khwazakhela & Charbagh District Swat.	Fateh Pur, Chalyar, Shin, Asala, Farhat Abad, Khwaza Khela, Gashkor, Charbagh, Dakorak.	FPW	550
Rehabilitation of Flood Protection Works/ Removal of Debris and Channelization along Swat River in Tehsil Matta District Swat.	Village Kalakot, Ashary, Jalala, Bara Drushkhela, Koza Drushkhela, Baidara, Bodigram & Bamakhela	FPW	350

1.5 Key Personnel and Key Equipment

(A) Personnel Capabilities

The contractor/ firm should provide the names of suitably qualified personnel to meet the specified relevant requirements stated below:

S/No	Position	Minimum Qualification	No of Position	Total Work Experience [years]	Experience In Similar Work [years]
1	Project Manager	BE (Civil Engineering) or equivalent Professional qualification.	01	15	10
2	Deputy Project Engineer/Planning Engineer	BE (Civil Engineering) or equivalent Professional qualification	01	10	05
3	Structure Engineer	BE (Civil Engineering) or equivalent Professional qualification	02	10	05
4	Qualified Experienced Surveyor /	Diploma with surveying qualification or equivalent Professional qualification	02	07	05
5	Qualified Environment Specialist	M.Sc. (Environment.) or equivalent Professional qualification	01	07	05
6	Qualified Health and Safety Expert	M.Sc. (Public Health Engineering) or equivalent Professional qualification	01	07	05
7	Gender Specialist	Master's degree in relevant field	01	07	05

Note: All engineers whether foreign or local must be registered with Pakistan Engineering Council (PEC). Copy of registration certificate shall be required to be submitted to Employer prior to starting any activity at site.

(Attach separate sheets, if required)

The data regarding experience of the personnel should be supplied separately using the Form below.

(B) Curriculum Vitae (CV) for Proposed Experts

1. Proposed Position:

2. Name of Expert:

3. Name of Firm:

4. Current Residential Address:

i. Telephone No: _____

ii. Fax No: _____

iii. E-Mail Address: _____

5. Date of Birth: _____

6. Citizenship: _____

7. Qualification:

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

From	To	Company / Project / Position / Relevant technical and management experience

(Attach separate sheets, if required)

1.6 Equipment Capabilities (owned by the contractor/ firm)

The contractor/ firm should provide the below equipment:

S/No	Name of Equipment	Min. Nos Rq	Name of Manufacturer	Model & Power Rating	Capacity	Year of Manufacture	Current Location
1	Excavators	04					
2	Bulldozers	02					
3	Graders	01					
4	Rollers/ Vibratory Rollers (all combination)	02					
5	Loaders/ Shovel	01					
6	Dump Trucks	04					
7	Concrete Batching Plant	01					
8	Concrete Pumps	02					
9	Transit Mixers (All types)	02					
10	Water Bowsers	02					
11	Complete Set of Shuttering & scaffolding (Steel) 100 Sq.m	01					
12	Air Compressors	06					

(Attach separate sheets, if required)

Physical verification of equipment will be conducted by the employer.

Equipment Capabilities (leased / rented by contractor/ firm)

S/No	Name of Equipment	Min. Nos Rq	Mention whether leased or rented	Name of owner	Address of owner	Contact name and title with Telephone Fax & E Mail of the owner	Agreements Details of rental / lease / manufacture agreements specific to the project
1	Excavators	04					
2	Bulldozers	02					
3	Graders	01					
4	Rollers/ Vibratory Rollers (all combination)	02					
5	Loaders/ Shovel	01					

S/No	Name of Equipment	Min. Nos Rq	Mention whether leased or rented	Name of owner	Address of owner	Contact name and title with Telephone Fax & E Mail of the owner	Agreements Details of rental / lease / manufacture agreements specific to the project
6	Dump Trucks	04					
7	Concrete Batching Plant	01					
8	Concrete Pumps	02					
9	Transit Mixers (All types)	02					
10	Water Bowsers	02					
11	Complete Set of Shuttering & scaffolding (Steel) 100 Sq.m	01					
12	Air Compressors	06					

1.6 Contract Implementation Period

Contract Implementation Period for the project is between 12 to 24 months.

In 18 months, the work must be finished on a "FastTrack" basis according to the specifications, drawings, and design.

1.7 Environmental, Health and Safety Management Requirement

S/No	Item	No. of Unit	Frequency Per Annum
1	Training (Different Trainings for 50 persons)		
2	Noise Monitoring (Generators & Construction Machinery)		
3	Drinking water quality monitoring (During construction)		
4	Surface water quality monitoring (During construction)		
5	Air quality monitoring		
6	Safety Signs Construction Sites		

7	Personal protective Equipment (required for all worker and officials) replacing every year (Helmet, Safety shoes, Hand gloves, Dust mask, welding gloves, welding goggles, Ear plugs, Safety vest, Dangree and others)		
8	Fire Fighting Equipment Purchase and refilling		
9	Health and Hygiene		
9.1	First Aid box complete		
9.2	Water filter with extra filters including fitting		
10	HSE Specialist and Officer.		
11	Contingency /Misc. / other (Landscaping and others @ 7000 per km per year)		

2. Supplementary Information

2.1 Project Country: Islamic Republic of Pakistan: Khyber Pakhtunkhwa

2.2 Contract Site

Khyber Pakhtunkhwa commonly abbreviated as KP or KPK, is a province of Pakistan. Located in the northwestern region of the country, Khyber Pakhtunkhwa is the smallest province of Pakistan by land area and the third-largest province by population. It is bordered by the Pakistani provinces of Balochistan to the south, Punjab to the south-east, the territory of Gilgit-Baltistan to the north and north-east, Islamabad Capital Territory to the east and Azad Kashmir to the north-east. It shares an international border with Afghanistan to the west. Khyber Pakhtunkhwa has a varied landscape ranging from rugged mountain ranges, valleys, plains surrounded by hills, undulating submontane areas and dense agricultural farms.

While it is the third-largest Pakistani province in terms of both its population and its economy, it is geographically the smallest.[3] The province is home to 17.9 percent of Pakistan's total population, with the majority of its inhabitants being Pashtuns.

Background Information

The devastating floods of 2022 have caused huge damages almost to every sector including irrigation and flood protection infrastructure in Pakistan. The following lines present a summary of these damages in different parts of the country. In KP, a total of 625 irrigation and flood protection structures have been partially or completely damaged with an estimated cost of PKR 21,992 million (m) mostly in Swat, Nowshehra, Charsadda and Dera Ismail Khan regions. Huge damages have occurred in Lower Swat canal, Chashma Right Bank Canal and flood protection works in Swat and Kabul rivers areas and Dera Ismail Khan

areas. Immediate restoration of irrigation infrastructure (119 Nos.) will cost about PKR 2,551 m while rehabilitation (174 Nos.) will cost PKR 4,176 m. The 94 FPW restoration requires PKR 3,246 m while of restoration of 263 FPW will cost about PKR 10,525 m. The Munda Headworks of Lower Swat Canal will need PKR 1,500 million for reconstruction while some other small damages will also be repaired.

The above mentioned damages have serious repercussions for livelihoods of the affected population whose major source of income is agriculture directly or indirectly in the form of labor. Major infrastructure like Munda Headworks of Lower Swat Canal supplying water to 134,000 acres of command area and distribution system of Chashma Right Bank Canal is the main source of irrigated area of about 400,000 acres while its damaged distribution system is irrigating a big area and is providing livelihoods to millions of people. While most of the people in Swat and Hazara regions are dependent on the damaged irrigation systems for their food and food security. The heavily damaged flood protection infrastructure in Swat, Nowshera, Hazara and D. I. Khan will not only protect concerned population and irrigation system but will also secure other properties, cultivable areas, roads and other assets.

Rehabilitation of irrigation infrastructure for regular and sustainable supplies of water to crops to ensure food security and livelihood of the concerned population. Rehabilitation of flood protection schemes to pre-flood condition for preventing damages and losses in future to human lives, infrastructure and other properties and assets.

The purpose is to restore the productivity of the irrigation system back to desired levels and to protect the lives, livelihoods, properties and infrastructure from future floods.

2.3 Applicable Conditions of Contract

ADB's standard bid documents for Small Contracts (SBD Works) will be used. The American standards shall be followed in construction works as per design, drawing and specification. The drawings and documents shall be issued by the employer/ consultant.

3. Facilities to Be Provided by the Employer

- 3.1 Provision of the alignment
- 3.2 Provision of Drawings and Design