

**GOVERNMENT OF KHYBER PAKHTUNKHWA
IRRIGATION DEPARTMENT.**



STANDARD FORM OF BIDDING DOCUMENTS.

FOR THE PROJECT

**ADP No.2281/210699 - Construction and
Improvement of irrigation channels, storage ponds,
solar tube wells and flood protection works in Tehsil
Hangu District Hangu.**

Date of Tender 30.12.2021, 04.01.2022 and 10.01.2022. respectively.

NAME OF CONTRACTOR M/S _____.

KOHAT IRRIGATION DIVISION KOHAT.

STANDARD FORM OF BIDDING DOCUMENTS

FOR

PROCUREMENT OF WORKS

(CIVIL WORKS)

(For Smaller Contracts)

Under Rs.45 Million

(Harmonized with PEC & KPPRA Rules)

**KHYBER PAKHTUNKHWA PUBLIC PROCUREMENT REGULATORY
AUTHORITY (KPPRA)**

2015

BIDDING DATA

Name of Project:- ADP No.2281/210699 - Construction and Improvement of irrigation channels, storage ponds, solar tube wells and flood protection works in Tehsil Hangu District Hangu.

Name of works Details are as under:-

A.	NIT No.1.	
1	Construction of FPW for the protection of Agri: land / houses along local algada Chanri banda in District Hangu.	3.23
2	Construction of FPW Agri: land/Village Abadies at Chanri banda & Dori banda along local Algada in District Hangu.	4.56
3	Construction of FPW for the protection of Agri: Land along local algada at chanri banda in Distict Hangu.	4.26
4	Construction of FPW for the protection of Agri: Land along local algada at chanri banda in Distict Hangu.	4.83
5	Construction of FPW for the protection of Agri:Land Infaq at belyamina, Turki banda & Darband along local algada in Distict Hangu.	5.08
6	Construction of FPW for the protection of Agri:Land along local algada Katgar/Khatak banda in Distict Hangu.	4.92
7	Construction of FPW for the protection of Agri:Land/village abadies Khattak banda & Barabas khel along local algada in Distict Hangu.	5.37
8	Construction of FPW for the protection of Agri land of along local algada Dorri banda in Distict Hangu.	3.92
9	Construction of FPW for the protection of Agri land of along local algada Dorri banda in Distict Hangu.	4.00
10	Construction of FPW for the protection of Agri:Land along Hangu Toi at Barabbas khel in Distict Hangu.	5.73
11	Construction/Improvement of Flood Protection work for the protection along Hangu Toi at Ibrahimzai in Distict Hangu.	2.29
12	Construction of FPW for the protection of Agri: Land/ Village abadies Ibrahimzai & Sarak dana in Distict Hangu.	5.92
13	Construction of FPW along PTC algada for the protection of local abadies in Distict Hangu.	2.55
14	Construction/Improvement of FPW along Loca algada for the protection of local abadies/Agri: Land at Ashgharo banda in Distict Hangu.	5.87
15	Construction of FPW for the protection of Agri: Land along local algada Darband in Distict Hangu.	2.75
16	Construction of FPW for the protection of Agri: land/Village Abadi along local algada at Darband in Distict Hangu	1.70
17	Construction FPW for the Protection of Village Abadies/madressa Darul Quran at Raisan area along Khanki Toi in Distict Hangu.	5.39
18	Construction FPW along Khanki Toi for the protection of Agri: Land at shaho Laki in Distict Hangu.	4.68
B.	NIT No.2.	
1	Construction of FPW along local algaada for the protection of Agri: land/Village abadies at Mamozai banda & Agri : land at Mardo Khel banda in District Hangu.	5.73
2	Construction of FPW for the protection of Agri: land at warasta & Sarak dana Mosque along local algada in Distict Hangu.	5.08
3	Construction of FPW for the protection along local algada warsta in Distict Hangu.	2.34
4	Construction of FPW for the protection of Agri: land of along local algada at Charbala in Distict Hangu.	5.68
5	Construction of FPW for the protection of Agri:Land/Houses along Hangu Toi at Muhammad Khwaja in Distict Hangu.	5.85

6	Construction of FPW for the protection of Agri: along Hangu Toi at Muhammad Khwaja in Distict Hangu.	5.77
7	Construction of FPW for the protection of Agri:Land/ Village abadies in Distict Hangu.	4.40
8	Construction of FPW for the protection of Agri:Land at Bagato & at Charbala along Hangu Toi/Local Algada in Distict Hangu.	5.74
9	Construction of FPW for the protection of Agri:Land at Chamajat along Local Algada in Distict Hangu.	2.59
10	Construction of FPW for the protection of Agri: Land/villag Abadi along local algada Hera banda in Distict Hangu.	5.11
11	Construction of FPW for the protection of Agri: Land/ Village abadies of Chapper & Teri banda in Distict Hangu.	4.82
12	Construction & Improvement of Mughal Talab near Belymina Chowk at Belyamin in District Hangu.	3.21
13	Construction & Improvement of Sardawa at Dar Kalay & Sarwar mila Samana in District Hangu.	4.32
14	Construction & Improvement of Talab at Alwara Maila in District Hangu.	9.71
15	Construction & Improvement of Kalee Talab at Alwara Maila in District Hangu.	4.67
16	Construction & Improvement of Talab at Dorri banda in District Hangu.	3.85
17	Construction & Improvement of Rasheed Poray Talab at Dorri banda in District Hangu.	3.70
18	Construction & Improvement of Meeza Talab at Muhammad Khwaja in District Hangu.	5.93
C.	NIT No.3	
1	Construction & Improvement of Pond at Sifat Banda in District Hangu.	1.40
2	Construction & Improvement of Band Talab at Belyamina in District Hangu.	2.91
3	Construction & Improvement of Talab at Woch darband in District Hangu.	2.08
4	Construction & Improvement of Talab at U/C Belyamina in District Hangu.	4.58
5	Construction of Malak Abad Talab at Shenawari Samana road in District Hangu.	4.53
6	Construction/Improvement of Sheleni Talab at Kotki Bala in District Hangu.	3.60
7	Construction & Improvement of Dar Kalay Talab at Samana in District Hangu.	4.58
8	Construction & Improvement of Pat Darband Kaley Talab at Darband in District Hangu.	5.11
9	Construction & Improvement of Talab at Dargari Darband in District Hangu.	3.36
10	Construction & Improvement of Flood water channel near Girls college in reaches in District Hangu.	5.00
11	Construction of flood water channel near at Babu Tang in District Hangu	5.17
12	Construction of flood water channel near at Gulshan in District Hangu	5.24
13	Construction & Improvement of Lodhi Khel Channel in reaches in District Hangu.	6.00
14	Construction & Improvement of Lakhti banda Chashajat Channel near Girls college in reaches in PK-83 District Hangu.	5.63
15	Construction & Improvement of Culverts along Shaho bazar Civil channel in reaches in District Hangu.	4.18
16	Construction & Improvement of Kotki Irrigation Scheme & channel in reaches in District Hangu.	3.01
17	Construction/Installation of Solar Base Irrigation Tube Well Agri: land of Munaim Khan at UC Kach in District Hangu. Sub work: Drilling of Trial Bore and its conversion into tubewell i/c Pump House, Diggi and Boundary wall.	3.223

18	Construction/Installation of Solar Base Irrigation Tube Well Agri: land of Zahidullah at Shaho Wam in District Hangu. Sub work: Drilling of Trial Bore and its conversion into tubewell i/c Pump House, Diggi and Boundary wall.	3.223
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(b) Engineer's address:

Office of Executive Engineer Kohat Irrigation Division Kohat Charbagh Jangle Khel Kohat. 0922-9260173.

13.1 Amount of Bid Security

02 % of the Bid Cost and if the bidders who quote their bids/rates more than 15% below the Engineer estimated shall be submit along with their bid an additional security to the extent of their bid/rates more than 15% below on engineer estimate in the form of Percentage. and more then 30% Below on Engineer estimate, in addition to Additional security the contractor produce detailed rate analysis of his bid price in relation to any or all the items of bill of quantities. As per Government Notification No.SRO(13)Vol:1-21/2021-22, dated.15.09.2021.

14.1 Period of Bid Validity

This bid will be valid for 90 Days from the date of opening.

14.4 Number of Copies of the Bid to be Submitted

One original plus.

14.6 (a) Procuring Entity's Address for the Purpose of Bid Submission

Office of Executive Engineer Kohat Irrigation Division Kohat Charbagh Jangle Khel Kohat. 0922-9260173.

15.1 Deadline for Submission of Bids

12:00 AM on 30.12.2021, 04.01.2022 and 10.01.2022. respectively.

16.1 Venue, Time, and Date of Bid Opening

Venue: **Office of the Executive Engineer Kohat.**

Time: **12.30 PM.**

Date: 30.12.2021, 04.01.2022 and 10.01.2022 respectively.

SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

As per BOQ/Estimate.

SCHEDULE - C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

N.A.

SCHEDULE - D TO BID

PROPOSED PROGRAM OF WORKS

Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Procuring Entity’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Procuring Entity’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 “Procuring Entity” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Entity) any assignee.
- 1.1.6 “Party” means either the Procuring Entity or the Contractor.

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date fourteen(14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar

charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Province” means Khyber Pakhtunkhwa.
- 1.1.14 “Procuring Entity’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Procuring Entity where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Procuring Entity under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person, if any, notified by the Procuring Entity to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

- 1.4 **Law**
The law of the Contract is the relevant Law of Khyber Pakhtunkhwa Province,
1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. **THE PROCURING ENTITY**

2.1 **Provision of Site**

The Procuring Entity shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 **Permits etc.**

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 **Engineer's/Procuring Entity's Instructions**

The Contractor shall comply with all instructions given by the Procuring Entity or the Engineer, if notified by the Procuring Entity, in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Entity shall affect the Contractor's obligations.

3. **ENGINEER'S/PROCURING ENTITY'S REPRESENTATIVES**

3.1 **Authorized Person**

The Procuring Entity shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Entity shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's/Procuring Entity's Representative**

The name and address of Engineer's/Procuring Entity's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Entity, the delegated duties and authority before the Commencement of Works.

4. **THE CONTRACTOR**

4.1 **General Obligations**

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Entity for such appointment which consent shall not be unreasonable withheld by the Procuring Entity. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Entity as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Procuring Entity.

4.4 **Performance Security**

The Contractor shall furnish to the Procuring Entity within fourteen(14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee for the amount and validity specified in Contract Data, in case the contract value is equal to or exceeds

5. **DESIGN BY CONTRACTOR**

5.1 **Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Entity all designs prepared by him. Within fourteen(14) days of receipt the Engineer/Procuring Entity shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen(14) days after the design has been submitted to the Engineer/Procuring Entity or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Entity shall be responsible for the Specifications and Drawings.

6. **PROCURING ENTITY'S RISKS**

6.1 **The Procuring Entity's Risks**

The Procuring Entity's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Entity of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Entity's personnel or by others for whom the Procuring Entity is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Entity and accepted by the Procuring Entity.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Program

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Entity a program for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Entity/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Entity/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Procuring Entity/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Entity/Engineer within such period as may be prescribed by the Procuring Entity/Engineer for the same; and the Procuring Entity shall extend the Time for Completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Entity for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Entity when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Entity/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Procuring Entity/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Entity, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Entity/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Entity/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Entity to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Entity may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Entity/Engineer may issue Variation Order(s) in writing, where for any reason it has not been possible for the Procuring Entity/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Entity/Engineer in writing and if the same are not refuted/denied by the Procuring Entity/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Entity considers appropriate, or
- e) if the Engineer/Procuring Entity so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Early Warning**

The Contractor shall notify the Engineer/Procuring Entity in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Entity being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Entity's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Entity's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Entity within fourteen(14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Entity an itemized make-up of the value of variations and claims within twenty eight(28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Entity shall check and if possible agree the value. In the absence of agreement, the Procuring Entity shall determine the value.

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 7.4 of Conditions of Contract (CoC) be paid by the Procuring Entity to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Entity and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5 of CoC, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Entity and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Entity to make payment within the times stated, the Procuring Entity shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 12.2 CoC.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements**

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

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Procuring Entity a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer / Procuring Entity shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Procuring Entity shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 **Retention**

Retention money shall be paid by the Procuring Entity to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Entity together with any documentation reasonably required to enable the Procuring Entity to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Entity shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Entity may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Entity or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Entity may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen(14) days after receipt of the Procuring Entity's notice, the Procuring Entity may by a second notice given within a further twenty one(21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Procuring Entity instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Default by Procuring Entity

If the Procuring Entity fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen(14) days after the Procuring Entity's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight(28) days after the Procuring Entity's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then de mobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Entity is entitled,
- c) if the Procuring Entity has terminated under Sub-Clause 12.1 or 12.3, the Procuring Entity shall be entitled to a sum equivalent to twenty percent(20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent(10%) of the value of parts of the Works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Entity's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Entity. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Entity's Risks, the Contractor shall indemnify the Procuring Entity, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Entity immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Entity demobilize the Contractor's Equipment.

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

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Entity is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Entity's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Entity. The Contractor shall provide the Engineer/Procuring Entity with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Entity may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Entity and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Entity and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Procuring Entity shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen(14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

15.4 **Resolution of Dispute in Absence of the Engineer.**

In case no Engineer has been appointed, the dispute, if any, between the Procuring Entity and the Contractor in connection with the Works, shall first be tried to be resolved amicably. In case the dispute could not be resolved amicably, it shall be settled as per provision of Arbitration Act-1940.

16 INTEGRITY PACT

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Entity shall be entitled to:

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

(b) terminate the Contract; and

(b) recover from the Contractor any loss or damage to the Procuring Entity as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Procuring Entity instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Entity under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.4 **The Procuring Entity** means
Provincial Irrigation Department Khyber Pakhtunkhwa.

1.1.5 **The Contractor** means
M/S

1.1.7 **Commencement Date**
The date of commencement of work is to be considered from the date of issuance of work order.

1.1.9 **Time for Completion**
The time for completion is as per work order.

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications

4.3. N.A.

4.4 **Performance Security: N.A**

Additional Security as per KPPRA Notification.

Amount _____

Validity **(Till expiry of defect liability period).**

5.1 Requirements for Contractor's design (if any):

In additional to clause 5.1 any design needed will be made at the cost of the Contractor.

7.2 Program:

Time for submission: Within fourteen (14) days* after the Commencement Date.

Form of program: _As per Schedule_(Bar Chart/CPM/PERT or other)

7.4 Amount payable due to failure to complete shall be % per day up to a maximum of (10%) * of sum stated in the Letter of Acceptance

9.1 Period for remedying defects

The contractor will be responsible for any repair and rectification of work at his own cost upto a period of 6 months from the date of completion certificate.

11.1 (a) Terms of Payments

Payment of Contract Price shall be made in the following manners:

The payment to the contractor shall be made on actual work done basis and each IPC shall be processed after at least 20% work done from the previous IPC.

***(b)Valuation of the Works*: As determined by the Engineer/employer in accordance with provision of clause 10.2 to 10.5 of condition of contract.**

11.2 (b) Percentage of value of Materials and Plant(for day work if applicable):

11.3 Percentage of retention: (8%) from running bills in addition to 2 % of Call Deposit with employer.

11.6 Currency of payment: Pak. Rupees

14.1 Insurances: N.A.

15.3 Arbitration

Place of Arbitration: **Chief Engineer (South) Office Peshawar.**

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor Signature of the Procuring Entity

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

SPECIFICATIONS

[Note for Preparing the Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

SCHEDULE - A TO BID

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