

**GOVERNMENT OF KHYBER PAKHTUNKHWA
DIRECTORATE GENERAL SMALL DAMS
IRRIGATION DEPARTMENT**



BIDDING DOCUMENTS

**MODIFICATION OF SPILLWAY, EXIT CHANNEL AND IMPROVEMENT
OF IRRIGATION SYSTEM / ALLIED COMPONENTS OF KUNDAL DAM
DISTRICT SWABI (ADP No. 2261/210031) (2021-22)**

VOLUME-I

February 2022

BIDDING DOCUMENTS**VOLUME - I**

1. Invitation for Bids
2. Instructions to Bidders
3. Bidding Data
4. Forms of Bid and Appendices to Bid
5. Part – I General Conditions of Contract
6. Part – II Particular Conditions of Contract
7. Specification – As per MRS-2021

VOLUME - II

Bid Drawings

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INVITATION FOR BID

GOVERNMENT OF KHYBER PAKHTUNKHWA
DIRECTORATE GENERAL SMALL DAMS IRRIGATION DEPARTMENT

NOTICE INVITING E-BIDDING

Single Stage Single Envelope Procedure

Deputy Director (P&C) Small Dams Division Mardan invites electronic bids in accordance with KPPRA procurement Rules 2014 on Single Stage Single Envelope procedure for the below mentioned work, from eligible Firms/Contractors registered with PEC and Government of Khyber Pakhtunkhwa in required category.

S.No.	Name of Work	Required Category	PEC Code	Earnest Money
1.	MODIFICATION OF SPILLWAY, EXIT CHANNEL AND IMPROVEMENT OF IRRIGATION SYSTEM/ALLIED COMPONENTS OF KUNDAL DAM DISTRICT SWABI (ADP No. 2261/210031)(2021-22)	C-03 & above PK-05 & above	CE-04	2% of estimated cost Strictly in accordance with NIT condition - 04 below

TERMS AND CONDITIONS

1. Bid Solicitation Documents including Instructions to Bidders can be downloaded from Irrigation website <http://www.irrigation.gkp.pk> as well as KPPRA website otherwise bids submitted without these documents (duly filled) will be considered non responsive.
2. Bid Solicitation Documents also contains eligibility and other important conditions for the intending bidders.
3. Electronic Bidding shall be carried out on "above / below system" on BOQ/Engineer estimate, based on MRS/NSI where applicable only two digits after the decimal point shall be considered for evaluation purpose.
4. As per Notification No. Chief/TNF/P&D/003-02/2022/01, dated 03-01-2022, issued by the office of Additional Chief Secretary Khyber Pakhtunkhwa Peshawar, that all The interested eligible bidders shall deposit their Call Deposits in the name of Procuring Entity (Deputy Director (P&C) Small Dams Division Mardan) 05 days prior to the closing date of bid submission i.e. **Thursday, 24-02-2022**. In case, no security deposit is credited, to the official account before opening of Bid, the bid shall be considered as non responsive and shall summarily be rejected.
5. If the successful bidder who has quoted a rate more than 15% below on the Engineer's Estimate shall be dealt with as per KPPRA Notification No. S.R.O. (13)/Vol: 1-21/2021-22 dated: 15/09/2021.
6. The bids will be valid for one hundred & twenty days (120) from the bids opening.
7. All the bidders are required to be registered with the Khyber Pakhtunkhwa Revenue Authority, established under the Khyber Pakhtunkhwa Finance Act 2013(Khyber Pakhtunkhwa Act No.XXI of 2013) for works consulting and non-consulting services as listed in scheduled -II of the Act IBID
8. The Employer has the authority to reject any bid or all the bids assigning cogent reasons.
9. Bid security of the 1st, 2nd and 3rd lowest Electronic bidder for the specific work will be retained by the Department for one week after issuance of letter of acceptance to the successful bidder.
10. All the prevailing KPPRA Acts / Rules updated instruction/notifications and other Government Notifications issued from time to time will be applicable.
11. The interested firms/contractors may obtain clarification regarding bid solicitation documents during office hours on any working day from the office of the undersigned.
12. Pre Bid meeting will be held in the office of undersigned on **Tuesday, 22/02/2022** at 11:00 AM
13. The last date for bid submission is **Tuesday, 01-03-2022** at 12:00 Noon which will be opened on the same day at 12:30 PM in the office of the undersigned in presence of Contractors and their representative who wishes to attend.

Deputy Director
(P&C) Small Dams Division, Mardan

Address: Irrigation House, near PRC Chowk Mardan.
(Telephone No. 0937-9230800) Email: smdivumardan@gmail.com

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(P&C) Small Dams Division, Mardan

Deputy Director

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(P&C) Small Dams Division, Mardan

Deputy Director

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INSTRUCTIONS

TO

BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Procuring Entity / Employer as defined in the Bidding Data hereinafter called “the Procuring Entity / Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.
- 1.3 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder / tenderer, bid / tender, bidding / tendering etc.) are synonymous.

IB.2 Source of Funds

- 2.1 The project is proposed to be financed from the provincial resources of Khyber Pakhtunkhwa under ADP scheme **“MODIFICATION OF SPILLWAY, EXIT CHANNEL AND IMPROVEMENT OF IRRIGATION SYSTEM / ALLIED COMPONENTS OF KUNDAL DAM DISTRICT (ADP No. 2261/210031) (2021-22)”**.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the required category as per NIT.
 - b. Duly registered with Khyber Pakhtunkhwa Revenue Authority for the purpose of sales tax on services. Referred reference: KPPRA Notification No. KPPRA / M&E / Esst: / 1-14 / 2017-18 dated June 27, 2018.
 - c. Registered with Provincial Works Department, Govt of KP in the required category as reflected in NIT.
 - d. Is neither associated, nor has been associated, directly or indirectly, with the Consultants or any other entity that has prepared the design, specifications and other documents for the Project or being proposed for any position in the Project Management.
- 3.2 A bidder having a conflict of interest will be declared as non-responsive if the bidder has a close business relationship with the Procuring Entity /

Employer's professional personnel, who directly or indirectly involved in any part of: (i) the preparation of the bidding documents for the Works, (ii) the Bid evaluation or (iii) the supervision of such Works.

IB.4 One Bid per Bidder

4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Procuring Entity / Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.

6.2 The bidders and any of their personnel or agents will be granted permission by the Procuring Entity / Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Procuring Entity / Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders.
2. Bidding Data.
3. Conditions of Contract, Part-I - General Conditions
4. General Conditions of Contract, Part-I (GCC)
5. Particular Conditions of Contract, Part-II (PCC)
6. Specifications – As per MRS-2021
7. Specifications - Technical Provisions.

8. Form of Bid & Appendices to Bid.
 9. Bill of Quantities (Appendix-D to Bid).
 10. Form of Bid Security.
 11. Form of Contract Agreement.
 12. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
 13. Bid Drawings.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

- The interested Firms/Contractors may obtain clarification regarding bid solicitation documents during office hours on any working day from the address indicated in the NIT.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Procuring Entity / Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Entity / Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity / Employer may extend the deadline for submission of bids in accordance with Clause IB.20.

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Procuring Entity / Employer shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Accompanying the Bid

NA

IB.12 Bid Prices

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on SINGLE PERCENTAGE RATE, with two digits after the decimal point, "ABOVE / BELOW / AT PAR" of the Engineer's Estimated Cost on Market Rate System – 2021 and Non-Schedule Items as well, (ENDST: No. KPPRA / M&E/Estt:/1-17/2019-20: Dated Peshawar, the June 12, 2020) submitted by the bidder.

12.2 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.3 The rates and prices, resulting from the bidders quoted SINGLE PERCENTAGE RATE, with two digits after the decimal point, "ABOVE / BELOW / AT PAR" of the Engineer's Estimated cost, are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. Price adjustments will be accomplished in line with the weightages/coefficients quantified by the Procuring Entity in Appendix-C to Bid.

IB.13 Currencies of Bid and Payment

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Procuring Entity/Procuring Entity / Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either

(i) Entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees

provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for

submission of bids.

For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Entity / Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.14 in all respects. The bidder shall bear all costs to be incurred on such extensions.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- The Bids security shall be submitted from the account of the firm/bidder/contractor who submits the bid, vide KPPRA Notification No. KPPRA/M&E/Esst:/1-12/2017-18 dated April 05, 2018
- 15.2 The Bid Security shall be, in the form of Deposit at Call issued by a Scheduled Bank in Pakistan, in favor of the Procuring Entity / Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity / Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders except 1st, 2nd & 3rd will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement. The Bid Security may be adjusted by the Procuring Entity / Employer as part of the Performance Security.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity

except as provided in Sub-Clause 22.1;

- (b) If the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
- (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

- 16.1 Should any bidder consider that he can offer any advantages to the Procuring Entity / Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Procuring Entity / Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

- 17.1 The Procuring Entity / Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Procuring Entity / Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity / Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Entity, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS**IB.19 Sealing and Marking of Bids**

- 19.1 Each bidder shall submit his bid as under:
 - (a) Electronic Bidding shall be carried out on "above / below system" on BOQ/Engineer estimate, based on MRS/NSI where applicable only two digits after the decimal point shall be considered for evaluation purpose. However ORIGINAL Bid shall be put in envelope and marked as such.
 - (b) The envelope containing the ORIGINAL bid will be put in one sealed envelope and addressed / identified as given in Sub-Clause 19.2 hereof.

- 19.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring Entity / Employer at the address provided in the Bidding Data;
 - (b) Bear the name and identification number of the contract as defined in the Bidding Data; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1
- (a) Bids must be received by the Procuring Entity at the address specified no later than the time and date stipulated in the Bidding Data. In the event of the specified date for the submission of bids declared a holiday, the Bids will be received up to the appointed time on the next working day.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Procuring Entity may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Procuring Entity / Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1 (a) Any bid received by the Procuring Entity after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Procuring Entity / Employer prior to the deadline or the extended deadline pursuant to clause IB.20.2, for submission of bids.
- 22.2 The modification, substitution or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The Procuring Entity will open all the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' or their representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. In the event of the specified date for the opening of bids being declared a holiday, the bids will be opened at the appointed time and location on the next working day. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause

IB.22 shall not be opened.

23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Entity may consider appropriate, will be announced by the Procuring Entity / Employer at the opening of bids.

23.4 The Procuring Entity shall prepare minutes of the bid opening including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report, which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Procuring Entity processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

25.1 To assist in the examination, evaluation and comparison of bids, the Procuring Entity / Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Entity / Employer in the evaluation of the bids in accordance with Clause IB.28.

IB.26 Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of bids, the Procuring Entity / Employer will determine whether each bid is substantially responsive to the

requirements of the Bidding Documents.

- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity / Employer's rights or the bidder's obligations under the Contract; or (iii) adoption whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Procuring Entity / Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Procuring Entity / Employer for any arithmetic errors. Errors will be corrected by the Procuring Entity / Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Procuring Entity / Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Procuring Entity / Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Procuring Entity will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Procuring Entity / Employer will determine for

each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) Making any correction for errors pursuant to Clause IB.27;
- (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
- (c) Making an appropriate adjustment for any other acceptable variation or deviation, including discounts or other price modification in the bids

28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Procuring Entity / Employer's estimate of the cost of work to be performed under the Contract, the Procuring Entity / Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Procuring Entity / Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Procuring Entity / Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

29.1 Subject to Clauses IB.30 and IB.34, the Procuring Entity / Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2

29.2 The Procuring Entity / Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that

bid evaluation report.

IB.30 Procuring Entity / Employer's Right to Accept or Reject any or all Bids

- 30.1 Notwithstanding Clause IB.29, the Procuring Entity / Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Procuring Entity / Employer, the Procuring Entity / Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Procuring Entity / Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Procuring Entity / Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Procuring Entity / Employer and the bidder till signing of the formal Contract Agreement.
- 31.3 Upon furnishing by the successful bidder of a Performance Security, the Procuring Entity / Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Procuring Entity a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract plus additional security for unbalanced bids in accordance with Clause IB.28.4/NIT.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Entity /

Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

- 33.2 The formal Agreement between the Procuring Entity / Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Procuring Entity / Employer.

IB.34 General Performance of the Bidders

The Procuring Entity reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Procuring Entity / Employer may in case of consistent poor performance of any Bidder as reported by the Procuring Entity / Employers of the previously awarded contracts, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC) and KPPRA. Upon such reference, PEC/KPPRA in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

IB.37 Guidelines for submission of Technical Proposals

NA

37.1 Technical Evaluation Criteria

NA

37.2 Joint Venture (JV)

NA

37.3 Conflict of Interest

37.3.1 The bidder (including all members of a JV) must not be associated, nor have been associated in the past, with the consultant or any other entity that has

prepared the design, specifications, and other bidding documents for the project, or was proposed as Engineer for the contract, over the last five years. Any such association may result in disqualification of the Bidder.

37.5 Other Factors

37.5.1 NA

37.5.2 The Procurement Entity reserves the right to: -

- a) Reject or accept any or all applications, as per para 33 (i) of KPPRA rules 2014

The Procurement Entity shall neither be liable for any such actions nor be under any obligation to inform the Bidders of the grounds for rejection, however, may be debriefed if solicited.

BIDDING DATA

BDS-1**[NOTES ON BIDDING DATA]**

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in Instructions to Bidders and should be prepared to suit each individual contract.

The Procuring Entity should provide in the Bidding Data information and requirements specific to the circumstances of the Procuring Entity, the processing of the Bid, the applicable rules regarding Bid Price and currency, and the Bid evaluation criteria that will apply to the Bids. In preparing this section, the following aspects should be checked:

- (a) Information that specifies and complements the provisions of section; Instruction to Bidders must be incorporated.
- (b) Amendments and/or supplements, if any, to the provisions of Instructions to Bidders, necessitated by the circumstances of each individual contract, can be introduced only in this section since Instructions to Bidders will remain unchanged.

BIDDING DATA

The following specific data for the Works to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS

CLAUSE REFERENCE

1.1 NAME AND ADDRESS OF THE PROCURING ENTITY / EMPLOYER

Director General, Directorate General Small Dams, Irrigation Department, Government of Khyber Pakhtunkhwa.

Plot No.27, Street No.12, Sector E-8, Phase-VII, Hayatabad Peshawar

1.2 NAME OF THE PROJECT & SUMMARY OF THE WORKS

Modification of Spillway, Exit Channel and improvement of Irrigation System/Allied Components of Kundal Dam District Swabi (ADP NO.2261/210031) (2021-22)

The project consists the following components:

- a) RCC lining of spillway with appurtenant components.
- b) Lining/Improvement of Irrigation network.
- c) Erosion Control Arrangements in exit channel/tail race.
- d) Provision of Escape Structure at RD 1+360 Km of Main canal

2.1 A) NAME OF THE BORROWER/SOURCE OF FINANCING/FUNDING AGENCY

Government of Khyber Pakhtunkhwa

B) TYPE OF FINANCING

Block allocation Irrigation Department KP ADP.

4.1 ONE BID PER BIDDER

Out of a parent organization and / or sister organizations, only one entity shall submit a Bid. If more than one Bid is submitted by the entities belonging to same parent organization and / or being sister organizations, all such Bids shall be rejected to avoid Conflict of Interest.

7.1 CONTENTS OF BIDDING DOCUMENTS

The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders.
2. Bidding Data.
3. Letter of Price Bid.
4. Appendices to Bid.

5. Forms of Bid Security.
6. Form of Performance Security.
7. Forms of Contract Agreement, and Mobilization Advance Guarantee.
8. General Conditions of Contract, Part-I (GCC).
9. Particular Conditions of Contract, Part-II (PCC)
10. Technical Specifications.
11. General Specifications (Technical Specifications for Workmanship) MRS – 2021, Communication and Works Department, KPK.
12. Drawings

8.1 TIME LIMIT FOR CLARIFICATION

28 days prior to the day fixed for submission of Bid.

10.1 BID LANGUAGE

The language shall be English and will be used for the bid and all correspondence and documents related to the bid exchanged by a bidder and the Procuring Entity.

11.1(A) FURNISH TECHNICAL PROPOSAL

NA

11.1(B) THE BIDDER SHALL SUBMIT WITH ITS PRICE BID THE FOLLOWING DOCUMENTS:

- a) Letter of Price Bid.
- b) 2% Bid Security of the estimated Cost.
- c) Additional Security if required as per Terms & Conditions of NIT.
- d) Pakistan Engineering Council Registration for the Year 2021-22.
- e) Registration with Khyber Pakhtunkhwa Revenue Authority.
- f) CNIC
- g) Ownership Documents
- h) Income Tax/NTN Certificate

13.1 Bidders quote entirely in Pak Rupees

Payments shall be made in Pak Rupees only and no foreign currency payment is admissible.

14.1 PERIOD OF BID VALIDITY

Validity period for the bid will be 120 days.

15.1 AMOUNT OF BID SECURITY

2% of Estimated Cost As per KPPRA Notification No. KPPRA/M&E/Estt/1-17/2019-20, dated: 12-6-2020 = Rs: **7362760/-** + Stamp Duty **strictly in accordance with Additional Chief Secretary Khyber Pakhtunkhwa, Peshawar Notification No. Chief/INF/P&D/003-02/2022/01, dated 03-01-2022**

17.2 VENUE, TIME AND DATE OF PRE-BID MEETING

As per NIT

17.4 PRESENCE AT THE PRE-BID MEETING

As per NIT

18.4 NUMBER OF COPIES OF THE BID TO BE COMPLETED AND RETURNED

Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and one (1) copy of the bid.

19.2 (A) PROCURING ENTITY / EMPLOYER'S ADDRESS FOR THE PURPOSE OF BID SUBMISSION

O/O the Deputy Director (P&C) Small Dams Division, Mardan. Irrigation House, near PRC Chowk Mardan. (Telephone, fax No. 0937-9230800).

19.2 (B) NUMBER OF THE CONTRACT

Modification of Spillway, Exit Channel and improvement of Irrigation System/Allied Components of Kundal Dam District Swabi (ADP NO.2261/210031) (2021-22)

20.1 DEADLINE FOR SUBMISSION OF BIDS:

As Per NIT.

23.1 VENUE, TIME AND DATE OF BID OPENING

As Per NIT.

32.1 STANDARD FORM AND AMOUNT OF PERFORMANCE SECURITY ACCEPTABLE TO THE PROCURING ENTITY

The Contractor shall provide Performance Security to the Procuring Entity in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of bank guarantee from any Scheduled Bank in Pakistan.

LETTERS OF TECHNICAL BID/PRICE BID

AND

APPENDICES TO BID

LTB-1

LETTER OF TECHNICAL BID

NOT APPLICABLE

LPB-1

LETTER OF PRICE BID**Date:****Bid Reference No:**

Modification of Spillway, Exit Channel and
improvement of Irrigation System / Allied
Components of Kundal Dam District Swabi
(ADP NO.2261/210031) (2021-22)

To

Deputy Director (P&C)
Small Dams Division Mardan

We, the undersigned, declare that:

- (a) We have examined the Bidding Documents including Instructions to Bidders, Bidding Data, and Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the execution of the above-named Works and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9.
- (b) We offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions. We understand that all the Appendices attached hereto form part of this Bid.
- (c) We undertake, if our Bid is accepted, to obtain a performance security in accordance with the Bidding Documents, Commence the Works and to Complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
- (d) We agree to abide by this Bid for the period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

LPB-2

- (e) Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- (f) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20 _____

Signature: _____

in the capacity of _____ duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals)

(CNIC #)

(Seal)

Address:

Witness:

Signature: _____

Name: _____

CNIC # _____

Address. _____

Occupation _____

APPENDICES

BA-1

Appendix-A to Bid

SPECIAL STIPULATIONS**CLAUSE****CONDITIONS OF CONTRACT**

1.	Engineer's Authority to issue Variation in emergency	2.1	2% of the Contract Price as stated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	10% of Contract Price as stated in the Letter of Acceptance.
3.	Time for Furnishing Programme	14.1	Within 42 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third-Party Insurance	23.2	Rs. 1.0 million per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion	43.1, 48.2	835days from the date of receipt of Engineer's Notice to Commence.
7.	Amount of Liquidated Damages	47.1	Rs. 0.05 % of the Contract price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
8.	Defects Liability Period	49.1	365 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	10% of the amount of Interim Payment Certificate.
10	Limit of Retention Money	60.2	5% of the Contract Price as stated in the Letter of Acceptance.
11	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. 5,000,000. (Five Million)
12	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Procuring Entity / Employer.	60.10	28 days, subject to availability of funds, work done or any other unavoidable hindrance.
13	Mobilization Advance (Interest Free)	60.12	10% of Contract Price as stated in the Letter of Acceptance in two instalments.

BB-1

Appendix-B to Bid

**FOREIGN CURRENCY
REQUIREMENTS**

**NOT
APPLICABLE**

BC-1

Appendix-C to Bid

PRICE ADJUSTMENT UNDER CLAUSE 70 OF CONDITIONS OF CONTRACT

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows (Price adjustment will be worked out as per Pakistan Engineering Council Formula):

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.35	
(ii)	Local Labour (Skilled & Unskilled) <i>With unskilled as representative items.</i>	0.15	Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags. <i>Portland cement shall be considered representative items for all types of cement.</i>	0.20	“ “ “
(iv)	Reinforcing Steel - in tons. <i>½ “diameter round bar is the representative item for all types of steel to be used in this project.</i>	0.10	“ “ “
(v)	High Speed Diesel (HSD) – in Litter	0.20	Fixed by OGRA
Total		1.00	

Notes:

- 1) Indices for “(ii)” to “(v)” shall be taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin for the nearest city of the project area. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) Except Labour & POL, if any other adjustable item(s) is not used in the particular billing period, then the ratio of the current date price and the base date price for this particular adjustable item(s) shall be considered as one.
- 4) Pakistan Engineering Council price adjustment formula and guidelines will be used for

escalation.

BD-1
Appendix-D to Bid

BILL OF QUANTITIES

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable. Any unforeseen item cropped up during the execution of work shall be executed and paid on MRS 2021 with approved premium. However, in case of non-schedule item not reflected in the BOQ the respective rates shall be fixed by the Engineer for payment as per Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. The BOQ shall be filled online by quoting above/below premium on MRS 2021 for schedule and non-schedule items on E-bidding system of Irrigation website <http://www.irrigation.gkp.pk> or <http://www.irrigation.gkp.pk/tenders.php>. The procuring entity shall not be liable for errors/malfunctions of the E-bidding system, loss or non-provision of E-bidding login & password.
5. All Provisional Sums are to be expended in whole or, in part at the direction and discretion of the Engineer/Engineer representative in accordance with Sub-Clauses 52.4 and 58.2 of the General Conditions of Contract Part-I.

BILL OF QUANTITIES

B. Work Items

1. The Bill of Quantities contains the following Bills and Schedule:
2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.

BD-5

Appendix-D to Bid

BILL OF QUANTITIES

C. DAYWORK SCHEDULE

General

1. Reference is made to Sub-Clause 52.4 of the General Conditions of Contract Part-I. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for Daywork items in the Schedules, which rates shall apply to any quantity of Daywork ordered by the Engineer. Nominal quantities have been indicated against each item of Daywork, and the extended total for Daywork shall be carried forward to the Bid Price.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of Daywork, the actual time of classes of labour directly doing the Daywork ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on Daywork, calculated at the basic rates entered by him in the Schedule of Daywork Rates for labour together with an additional percentage, payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
 - a) the basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
 - b) the additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour timekeeping and clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of stagings, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

BD-6
Appendix-D to Bid

SCHEDULE OF DAYWORK RATES

I. Labour

Item #	Description	Unit	Quantity	Rate (Rs)	Amount (Rs)
1	Ganger	Hour	75		
2	Labour	Hour	175		
3	Brick Layer	Hour	75		
4	Mason	Hour	90		
5	Carpenter	Hour	100		
6	Steel work Erector	Hour	125		
7	Steel work binders	Hour	125		
8	Driver for vehicles up to 10 tons	Hour	150		
9	Operator for Excavator, shovel or crane.	Hour	150		
10	Operator for tractor, dozer blade or ripper.	Hour	150		
11	Operator for compressor machine	Hour	100		
12	Other Skilled operators	Hour	100		

Sub Total: (without Contractor's profit)	
Allow _____ % of subtotal for Contractor's overhead , profit etc., (in accordance with Paragraph 3(b) of Daywork Schedule)	
Total for Daywork – Labor:	

BD-7
Appendix-D to Bid

Daywork Material

4. The Contractor shall be entitled to payment in respect of materials used for Daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Daywork Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
- a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
 - b) the additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
 - c) the cost of hauling materials used on work ordered to be carried out as Daywork from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

BD-7

Appendix-D to Bid

SCHEDULE OF DAYWORK RATES**II. Materials**

Item #	Description	Unit	Quantity	Rate (Rs)	Amount (Rs)
1	Ordinary Portland cement.	Bags	1,500		
2	Sulphate resistant cement in bags.	Bags	700		
3	Reinforcing Steel up to 25mm diameter to BS 4449 or equivalent.	Metric Ton	15.000		
4	Structural Steel WF 200mm x 150mm x 12mm.	Metric Ton	7		
5	Aggregates for Concrete.	cu. m.	200		
6	Sand for Concrete.	cu. m.	150		
Sub Total: (without Contractor's profit)					
Allow _____ % of subtotal for Contractor's overhead, profit etc., (in accordance with Paragraph 4(b) of Daywork Schedule)					
Total for Daywork – Materials:					

BD-8**Appendix-D to Bid****Daywork Constructional Plant**

5. The Contractor shall be entitled to payments in respect of constructional plant already on Site and employed on Daywork at the basic rental rates entered by him in the Schedule of Daywork Rates for constructional plant. The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Daywork Labour.
6. In calculating the payment due to the Contractor for constructional plant employed on Daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the constructional plant was located when ordered by the Engineer to be employed on Daywork and the time for return journey thereto shall be included for payment.
7. The basic rental rates for constructional plant employed on Daywork shall be stated in Pakistani Rupees.

BD-9

Appendix-D to Bid

SCHEDULE OF DAYWORK RATES**III. Constructional Plant**

Item #	Description	Unit	Quantity	Rate (Rs)	Amount (Rs)
1	Excavator (Hydraulic), face-shovel or dragline:				
	1: up to including 1 Cu. M.	Hour	60		
	2: over 1 to 2 Cu.M.	Hour	60		
	3: over 2 Cu. M.	Hour	55		
2	Tractor (tracked) including bull or angle dozer:				
	1: up to and including 150 HP	Hour	50		
	2: over 150 to 200 HP	Hour	60		
	3: over 200 to 250HP	Hour	50		
3	Tractor (tracked) with ripper				
	1: over 150 to 200 HP	Hour	60		
	2: over 200 to 250HP	Hour	60		
4	Wheel Loader up to 4 Cu.m capacity	Hour	60		
5	Rear Dump Trucks				
	1: 10 tons capacity	Hour	60		
	2: 20 tons capacity	Hour	65		
7	Concrete Mixer up to 1 Cu.M.	Hour	60		
Total for Daywork – Constructional Plant <i>(Including Contractor's overhead, profit etc., in accordance with Paragraph 5 of Daywork Schedule)</i>					

BD-10

Appendix-D to Bid

DAYWORK**Summary (Daywork)**

		Amount (Rs.)
(I)	Sub Total for Daywork: Labour	_____
(II)	Sub Total for Daywork : Materials	_____
(III)	Sub Total for Daywork: Constructional Plant	_____
Total for Daywork		_____

BE-1

Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule as specified herein showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works (and parts of the Works) may meet Procuring Entity completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence.

The bidders are required to submit the Summary of Proposed Construction Schedule as specified in Bidding Data Sheet. However, the other details of schedule mentioned in sub-paras (a), (b) & (c) below, will be submitted by the successful bidder to the Procuring Entity after the Contract Agreement is signed and letter of Commencement is issued.

- a) Manpower, Equipment, and other resources must be allocated to each activity according to their capacity.
- b) Critical Path be identified in different colour.
- c) CD containing the soft copy of schedule in MS Project/Primavera format / Bar Charts must be provided, in which the linkage between manpower, equipment and activities must be provided.

(Attach sheets as required for the specified form of Construction Schedule):

Description	Time for Completion
a) RCC lining of Spillway with appurtenant components	_____ days
b) Lining/Improvement of irrigation network	_____ days
c) Erosion Control Arrangements in exit channel/tail race	_____ days
d) Provision of Escape Structure at RD 1+360 Km of Main canal	_____ days

BF-1

Appendix-F to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization at Site, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.
4. Methodology Regarding Safety of Environment/ Environmental Management Plan (EMP), as per EPA rules.
5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.
6. Safety / Security Management System

BG-1**Appendix-G to Bid****LIST OF MAJOR EQUIPMENT – RELATED ITEMS**

[The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

BG-2

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

BH-1

Appendix-H to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

BI-1

Appendix-I to Bid

LIST OF SUBCONTRACTORS / N/A

I/We intend to subcontract the following parts of the Work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

BJ-1

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Bill of Quantities:

Quarter/ Year/ Period	Amounts (Rs.)
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
5 th Quarter	
6 th Quarter	
7 th Quarter	
8 th Quarter	
9 th Quarter	
Bid Price	

BK-1

Appendix-K to Bid

ORGANIZATION CHART

FOR THE

SUPERVISORY STAFF AND LABOUR

*(It shall be restricted to the staff and labor to be allocated to the Contract in case of award; brochure of the Firm listing the entire staff of the Firm **should not** be attached).*

BL-1

Appendix-L to Bid

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: Modification of Spillway, Exit Channel and improvement of Irrigation System/Allied Components of Kundal Dam District Swabi..

..... [Name of Constructor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan/Khyber Pakhtunkhwa (GoP/GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Constructor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP/GoKP, except that which has been expressly declared pursuant hereto.

..... [Name of Constructor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP/GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

..... [Name of Constructor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP/GoKP under any law, contract or other instrument, be voidable at the option of GoP/GoKP.

Notwithstanding any rights and remedies exercised by GoP/GoKP in this regard, [name of Constructor] agrees to indemnify GoP/GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP/GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of

Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP/GoKP.

Name of Procuring Entity:

Name of Constructor:

Signature:

[Seal]

Signature:

[Seal]

BM-1
Appendix-M to Bid

FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

The financial position of the bidder shall be checked as per the following details:

1) **SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES (CASH FLOW)**

The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits*, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount to satisfy the Cash Flow requirement. As a minimum the Bidder must show that his resources, in term of at least his latest year's working capital and line of credits, will be adequate to cover an amount equivalent to his bid price and current work commitments i.e.

(Three Years Average Working Capital + Project specific lines of credit* – 100% of current contract commitments) ≥ Bid price.

Working capital is the difference between current assets and current liabilities and measures the firm's ability to generate cash in the short term.

**Any Credit Line Facility indicated for this (tendered) project needs to have been certified by the Bank and the said certificate(s) be enclosed with this Appendix.*

2) **AVERAGE ANNUAL CONSTRUCTION TURNOVER**

Criteria	Bidders to list their certified yearly Construction Turnover for last 3 years
Minimum Average Annual Construction Turnover of Pak. Rupees..... Million calculated as total certified payments received for contracts in progress or completed, within the last 3 years.	

BN-1

Appendix-N to Bid

PAST PERFORMANCE AND EXPERIENCE1) **GENERAL CONSTRUCTION EXPERIENCE**

Requirement	Bidder to Provide details	Role
Experience under construction contracts in the role of Contractor or Management Contractor for at least the last 10 years prior to the bid submission deadline.	Certificate of registration of Firm / PEC registration along with experience record	Contractor, or Management Contractor

2) **CONTRACTS OF SIMILAR SIZE AND NATURE**

Requirement	Bidder to provide specific details	Role
<p>Participation as Contractor or Management Contractor, in at least 2 Contracts within the last years, each with a value of at least Pak. Rupees Million that has been successfully or is substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as indicated in these Bidding Documents.</p> <p><i>(Letter of Award, BOQ & Completion Certificates duly certified by Project Authorities must to be provided).</i></p>	<ul style="list-style-type: none"> • Letter of acceptance. • Signed Bill of Quantities (BOQ). • Completion certificate 	Contractor or Management Contractor (but not as Sub-Contractor)

BN-2

Appendix-N to Bid

QUALIFICATION OF KEY STAFF***(List to be provided on Judicial / Stamp Paper alongwith their PEC Registration Number)***

S. No.	Name of Key Staff	Designation	CNIC No.	PEC Registration No.	Qualification	Experience
1						
2						
3						
4						
5						
6						
7						
8						
9						

Note:

- The above-mentioned staffs are the minimum required key staff for this project that must be available at construction site all the time during the currency of the Contract. In case any of these staffs abandons the project site for any reason whatsoever the Contractor must immediately arrange his equivalent replacement with prior approval of the Procuring Entity / Employer.
- The staff other than above mentioned key staff e.g., supervisors, assistants, operators and laborers etc. must also be available in accordance to the Contractors Work Program.

BN-3

Appendix-N to Bid

CURRENT COMMITMENTS/PROJECTS IN HAND

S.No	Contract Identification	Name of Procuring Entity / Employer	Total Value of Work (Rs. In Million)	% age J.V share (in case of J.V)	Total Value of Work, as per J.V share (Rs. In Million)	Date of Start	*Date of Completion	Total Value of Project Completed, as per IPC w.r.t J.V share (Rs. In Million)	Average Monthly invoicing over last one year (Rs. In Million)	Balance Work, as per J.V share (Rs. In Million)	Leftover time in months	Average monthly invoicing of current commitments, to complete the balance work in time (Rs. In Million)
A	B	C	D	E	F= (D x E)	G	H	I	J	K=F- I	L=H- Base	M = K / L

Note:

- * Latest Completion date to be mentioned.
- Base date will the date 28 days prior to the latest date for submission of Bid.

FORMS

BID SECURITY

PERFORMANCE SECURITY

CONTRACT AGREEMENT

MOBILIZATION ADVANCE

GUARANTEE/BOND

BS-1

BID SECURITY (BANK GUARANTEE)

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

_____.
(hereinafter called the 'Procuring Entity / Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Entity / Employer; and

WHEREAS, the Procuring Entity / Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Procuring Entity / Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Procuring Entity / Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Procuring Entity / Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Procuring Entity / Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Procuring Entity / Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Entity / Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Procuring Entity / Employer the said sum upon first written demand of the Procuring Entity / Employer (without cavil or argument) and without requiring the Procuring Entity / Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Entity / Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Procuring Entity / Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Procuring Entity / Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature

1.

Name

Title

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2.

Name, Title & Address

PS-1

**FORM OF PERFORMANCE SECURITY
(BANK GUARANTEE)**

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Procuring Entity / Employer]

Name of Guarantor (Bank) with address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Entity / Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Procuring Entity / Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Entity / Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfil all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Entity / Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfil all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by

us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Entity / Employer without delay upon the Procuring Entity / Employer's first written demand without cavil or arguments and without requiring the Procuring Entity / Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Entity / Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Entity / Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Entity / Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Entity / Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

2. _____

Title _____

Name, Title & Address

Corporate Guarantor (Seal)

CA-1

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____/_____/20__ between Directorate General Small Dams (hereafter called the "Procuring Entity / Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Entity / Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Particular Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The priced Bill of Quantities (Appendix-D to Bid);
 - (h) The completed Appendices to Bid (B, C, E to N);
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) _____ (any other)
3. In consideration of the payments to be made by the Procuring Entity / Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity / Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Procuring Entity / Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this 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 Procuring Entity

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MG-1

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Procuring Entity / Employer') has entered into a Contract for _____
(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

AND WHEREAS, the Procuring Entity / Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Rupees _____ (Rs _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Procuring Entity / Employer has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS,

(Scheduled Bank in Pakistan)

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Procuring Entity / Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above-mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Entity / Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Entity / Employer shall be the sole and final judge, on the part of the Contractor, shall be given by the Procuring Entity / Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the

aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

GUARANTOR

- 1. Signature _____
- 2. Name _____
- 3. Title _____

WITNESS

1. _____

Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Guarantor (Seal)