# GOVERNMENT OF KHYBER PAKHTUNKHWA IRRIGATION DEPARTMENT



# BID SOLICITATION DOCUMENTS FOR

S. No.	Name of Work / Sub Work(s)	Estimated Cost Rs. in Million
1	AM&R, Emergency/Restoration works of Spurs and Bunds and other hydraulic structures along of River Indus in District DIKhan 2025-26 Flood Division DIKhan.  (02/03) AM&R, Emergency/Restoration Protection of Spur No. 21-A, 21-B, 22, 23, 24, Link Bund, Guide Bund, Spur No. 24-A, 24-B & 25 and other allied structure during financial year 2025-26.  Sub Division No. II D.I.Khan.	15.00

## *NAME OF CONTRACTOR:*

#### OFFICE OF THE EXECUTIVE ENGINEER FLOOD DIVISION D.I.KHAN

#### E-PAK ACQUISION & DISPOSAL SYSTEM (EPADS), (SINGLE STAGE SINGLE ENVELOPE)

Flood Division DIKhan Government of Khyber Pakhtunkhwa Irrigation Department invites bids from approved contractors of Irrigation Department through EPADS, who have renewed registration with Khyber Pakhtunkhwa Revenue Authority/KPPRA rules 2014 and having valid license of Pakistan Engineering Council for the current Financial Year (2024-25) in the relevant category and code on the below mentioned terms and conditions.

S #	Name of Work & Name of Sub work	Estimate d Cost Rs (M)	(in KS)	Tender form Fee @0.03% E/Cost (Non- Refundable) (In Rs.)	relevant	Last Date & time for submission of Tender form & Date and time of opening.
	AM&R, Emergency/Restoration works of Spustructures along of River Indus in District DIKhan			•		
1	Sub Works: (01/03) AM&R, Emergency/Restoration Protection of Spur No. 15, 16, 17, 18, 18- A, 18-B, 18-C, 19, 20, 21 & Marginal Bund / Flood Embankment and other allied structure during financial year 2025-26. Sub Division No. I D.I.Khan	15.00	318750	4500		
2	(02/03) AM&R, Emergency/Restoration Protection of Spur No. 21-A, 21-B, 22, 23, 24, Link Bund, Guide Bund, Spur No. 24-A, 24-B & 25 and other allied structure during financial year 2025-26 Sub Division No. II D.I.Khan.	15.00	318750	4500	CE-04	23/06/2025 upto 1:00 P.M
3	(03/03) AM&R, Emergency/Restoration Protection of Spur No. 26, 27, 28, 28-A, 29, 30, 31, 32, 33, 34, Marginal Bund & Link Bund, and other allied structure during financial year 2025-26 Sub Division No. III D.I.Khan.	15.00	318750	4500		date at 1:30 P.M
	ADP No. 1754/150436 "CONSTRUCTION OF FLOOD PROTECTION STRUCTURES AT VULNERABLE LOCATIONS ON RIVERS, NULLAHS AND KHAWARS IN KHYBER PAKHTUNKHWA".					
4	<b>Sub Work: -</b> Repair of Spur No. 19 its top and adjacent flood embankment D.I.Khan.	12.00	258750	3600		

#### Terms & Conditions: -

- All bidders are requested to upload their Bids (CDR'S & Rate or BID Documents) and submit through EPADS (https://kp.eprocure.gov.pk/) before the mentioned system closing time. Any bid received without uploaded required documents will be treated as NON-RESPONSIVE.
- 2. The bidders should submit their E-Bids as per KPPRA Notification No. S.R.O (13)/Vol: 1-24/2021-22/6058-71, dated: 10-05-2022.
- 3. Bid Solicitation Documents containing all the terms and conditions and other relevant instructions for the work can be downloaded from the Department and or Khyber Pakhtunkhwa Public Procurement Regulatory Authority websites (www.irrigation.gkp.pk) (www.kppra.gov.pk).
- 4. Bidders shall submit tender form fee (non-refundable) i.e @ 0.03% for each work separately in the shape of call deposit receipt (CDR) in the name of Executive Engineer, Flood Division D.I.Khan.
- 5. All the conditions/instructions given in the bidding documents shall be applicable on all competitive bidders.
- 6. The bids will be valid for one hundred & twenty days (120) from the bids opening.

- 7. The bid security upto 3rd lowest bidder will not be released till approval of tender by the competent authority.
- 8. Call Deposit of Scheduled Banks shall be acceptable. If Call Deposit of non-schedule bank provided than the contractor's name will be recommended for debar/blacklist No Bank cheque OR pay order shall be acceptable.
- 9. 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.
- 10. All the prevailing KPPRA rules / Act and other Government Notifications will be applicable issued from time to time & will become part of bidding documents.
- 11. Electronic bidding shall be done on "Above / Below system" on BOQ/Engineer's estimate.
- 12. The bidder shall submit their bids documents on the following address "Executive Engineer Flood Division D.I.Khan, "only through reliable courier Service on or before the deadline. The affixed labels of the Courier Service provider shall be authenticated for tracking before opening. Fake courier delivery shall be processed as per the law and would not be considered.
- 13. All bidders are required to have valid registration with Khyber Pakhtunkhwa Public Procurement Authority.
- 14. The bidder shall submit 02% bid security of the estimated cost as mentioned above, in the shape of deposit at call (Original) enclosed along with their bid before closing date and time in the name of Executive Engineer, Flood Division D.I.Khan.
- 15. The bidder shall submit the sealed bid with requisite documents including 2% Bid Security (or additional security, if required) of the estimated cost in the shape of call deposit (original) before closing date and time.
- 16. Notifications issued by Khyber Pakhtunkhwa Public Procurement Regulatory Authority pertaining to procurement process issued from time to time shall be applicable.
- 17. If the evaluated electronic bid costs of two or more bidders are equal, then the successful bidder will be declared through toss.
- 18. The Employer has the authority to reject any bid or all the bids assigning cogent reasons.
- 19. Pre bid meeting will be held on 19/06/2025 in the office of the undersigned at 11:00 A.M.

**EXECUTIVE ENGINEER** Flood Division DIKhan

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# INVITATION FOR BIDS

# **KPPRA NOTIFICATION**

(Updated from Time to Time)



#### GOVERNMENT OF KHYBER PAKHTUNKHWA, KHYBER PAKHTUNKHWA PUBLIC PROCUREMENT REGULATORY AUTHORITY

Peshawar, the May 10, 2022

F-8209

#### NOTIFICATION

S.R.O. (14)/Vol: 1-24/2021-22: In exercise of the powers conferred under Section 35-A of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 (Khyber Pakhtunkhwa Act No. XI of 2012) the Authority has been pleased to issue the following regulation, namely: -

- Short title and commencement.- (i) This regulation may be called the Khyber Pakhtunkhwa Public Procurement Regulation No. XIV 2022.
- (ii) This shall come into force at once.
- Matters pertaining to Additional Security in case of abnormally low bids.- This
  regulation relates to the matters pertaining to Additional Security submitted by the bidders in
  procurement of works.
- The contractors quoting their bids up to a limit of 10% below Engineer estimate shall submit bid security @ 2% only of Engineer Estimate.
- ii. The contractors quoting their bids more than 10% below upto 20% below on Engineers' Estimate shall submit along with their bids 8% Additional Security of Engineer's Estimated cost in addition to 2% bid security. If the bid is not accompanied with the required amount of additional security then it will be considered as non-responsive and the 2% bid security shall be forfeited in favour of Government and the second lowest bidder and so on will be considered accordingly.
- iii. [Similarly, a contractor quoting bid more than 20% below shall submit with his bid an additional security on Engineer's Estimated cost equal to the differential amount of submitted bid and Engineers' Estimate along with detailed rate analysis]. In case of more than 20% below bids, if the bid is not accompanied by the detailed rate analysis and / or required amount of additional security, then the said bid shall be considered as non-responsive. All the securities submitted along with such non-responsive bid shall be forfeited in favour of Government and the 2<sup>nd</sup> lowest bidder and so on will be considered accordingly.
- iv. In case detailed rate analysis submitted with the bids is, in view of the Procuring Entity, not convincing, the Head of the Procuring Entity may declare such bid as nonresponsive without any forfeiture of bid securities and record reasons thereof.
- v. The procuring entity may offer the contract to next lowest bidder after due diligence in the context of financial difference between such two bids or may advertise procurement opportunity afresh.

<sup>&</sup>lt;sup>1</sup> Differential amount; if a contractor quote, e.g. 25% below engineer estimate bid then he has to deposit along with his bid 2% bid security and 25% additional security of engineer estimate.

- After commencements of work by the successful bidder, the procuring entity may replace the Additional Security with a bank guarantee of the same amount from the scheduled bank; if the already deposited security is not in the form of bank guarantee.
- vii. The Additional Security shall be released to the contractor in four installments i.e. 1st installment of 25% to be released upon completion of 25% of the project, 2nd installment of 25% to be released upon completion of 50% of the project, 3rd installment of 25% to be released upon completion of 75% of the project and the 4th installment of 25% to be released after 100% completion of the project.
- viii. All previous orders, instructions and regulations issued regarding additional security shall stand superseded.

-SD-**Managing Director** KPPRA

ENDST: No. As above:

Peshawar, the May 10, 2022

#### Copy forwarded to:-

- 1. The Additional Chief Secretary (P&D) Department, Govt. of Khyber Pakhtunkhwa.
- 2. The Administrative Secretaries (C&W, Irrigation, Public Health Engineering and Local Government, Elections & Rural Development Department) Khyber Pakhtunkhwa with request to circulate the same to their downstream formations for compliance.
- The Principal Secretary to Governor, Khyber Pakhtunkhwa.
- The Principal Secretary to Chief Minister, Khyber Pakhtunkhwa.
- The Inspector General of Police, Khyber Pakhtunkhwa.
- 6. The Secretary Provincial Assembly, Khyber Pakhtunkhwa.
- 7. The Accountant General, Khyber Pakhtunkhwa.
- 8. The Registrar, Peshawar High Court, Peshawar.
- 9. All Commissioners and Deputy Commissioners in Khyber Pakhtunkhwa.
- 10. PSO to Chief Secretary, Govt. of Khyber Pakhtunkhwa.
- 11. All Heads of Autonomous/Semi-Autonomous Bodies in Khyber Pakhtunkhwa.
- 12. Director, Treasuries & Accounts with request to circulate the same to all DAOs & Treasuries Officers in Khyber Pakhtunkhwa.
- 13. The Section Officer (Admn), Finance Department, Govt. of Khyber Pakhtunkhwa with respect to his office letter No. SO(A)/FD/1-40/2022, dated 22.04.2022. 14. Manager, Stationery and Printing Press Khyber Pakhtunkhwa, for printing in the

official gazette.

SANA ULT AH

Assistant Director (M&E), KPPRA

# INSTRUCTIONS TO BIDDERS & BIDDING DATA

# INSTRUCTIONS TO BIDDERS

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#### **INSTRUCTIONS TO BIDDERS**

#### A. GENERAL

#### **IB.1** Scope of Bid & Source of Funds

#### 1.1 Scope of Bid

S No.	Name of Work/Sub Work(s)
	AM&R, Emergency/Restoration works of Spurs and Bunds and other hydraulic structures along of River Indus in District DIKhan 2025-26 Flood Division DIKhan.

#### 1.2 Source of Funds

**Provincial Government** 

#### **IB.2** Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
  - a) Duly valid licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Work i.e. Specialization Code (mentioned as per NIT/BSD)
  - b) Duly enlisted with the Provincial Government (Works Deptt:)
  - c) NTN Registration with up to date online / active status
  - d) Valid Registration with KPRA

#### **IB.3** Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid including the Bid Securities and Additional Security (If applicable) and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### B. BIDDING DOCUMENTS

#### **IB.4** Contents of Bidding Documents

- 4.1 In addition to Invitation for Bid, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
  - 1. Instructions to Bidders & Bidding Data
  - 2. Form of Bid & Schedules to Bid (if applicable)
    - (i) Schedule A: Schedule of Prices
    - (ii) Schedule B: Specific Works Data
    - (iii) Schedule C: Works to be Performed by Subcontractors
    - (iv) Schedule D: Proposed Program of Works
    - (v) Schedule E: Method of Performing Works
    - (vi) Schedule F: Integrity Pact
  - 3. Conditions of Contract & Contract Data
  - 4. Standard Forms:
    - (i) Form of Bid Security
    - (ii) Form of Performance Security. (N/A)
    - (iii) Form of Bank Guarantee for Advance Payment. (N/A)
  - 5. Specifications (As per Bid Solicitation Documents / NIT)
  - 6. Drawings, if any (As per Bid Solicitation Documents / NIT)

#### **IB.5** Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Procuring Officer / Engineer / Procuring Entity in writing at the Procuring Entity's address indicated in the Bidding Data.
- 5.2 The Procuring Officer / Engineer / Procuring Entity will respond to any request for clarification which it receives earlier than seven (7) days prior to the deadline for the submission of Bids in the pre bid meeting at least five (05) days prior to closing date of submission of Bids as per NIT / BSD. Any amendment / modification if required the same may be intimated to the Bidders through the website of Irrigation Department Khyber Pakhtunkhwa and / or KPPRA website as per KPPRA rules 2014.

#### **IB.6** Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Entity 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.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof and shall be communicated properly in accordance with IB 5.2

6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may at its discretion extend the deadline for submission of Bids.

#### C. PREPARATION OF BIDS

#### **IB.7** Language of Bid

7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Procuring Entity / Procuring Officer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

#### **IB.8** Documents Comprising the Bid

- 8.1 The bid prepared by the bidder may comprise the following components:
  - (a) Covering letter along with Single sealed envelope bearing address on the front & back of the envelope of the Procuring Entity and the bidder respectively.
  - (b) In the sealed envelope Bidder has to submit Bid Solicitation Document as uploaded and subsequently downloaded by respective bidder on www.irrigation.gkp.pk and / or www.kppra.gov.pk
  - (c) Bid Security furnished in accordance with KPPRA Notification No. S.R.O. (14)/Vol: 1-24/2021-22: Dated Peshawar, the 10<sup>th</sup> May 2022 /6058-71 as clarified in the NIT/BSD.
  - (d) Documentary evidence in accordance with Clause IB.2 & IB.11.

#### **IB.9** Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before bidding as to the correctness and sufficiency of his bid and of the rates and prices entered in the e-bidding system which rates and prices shall except in so far as it is otherwise expressly provided in the contract, cover all his obligations under the contract and all matters and things necessary for the proper completion of the work.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the works.

#### IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the financial bid through online e-bidding system.

10.2 Even if stipulated in the Conditions of Contract, prices / premiums quoted by the bidder shall remain fixed during the bidder's performance of the contract and not subject to variation on any account.

#### **IB.11** Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.2 & IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in NIT/ BSDs.

#### **IB.12** Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment and references to brand names or catalogue numbers if any, designated by the Procuring Entity/ Procuring Officer in the Technical Provisions are intended to be descriptive only and not restrictive if applicable as per NIT / BSD.

#### **IB.13** Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, a Bid Security in accordance with the KPPRA Notification No. S.R.O. (14)/Vol: 1-24/2021-22: Dated Peshawar, the 10<sup>th</sup> May 2022 /6058-71 as per NIT / BSD.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity as non-responsive as per KPPRA Notification IB.13.1.
- 13.3 The bid securities of unsuccessful bidders will be returned as promptly as possible after evaluation process and bid securities of top three lowest evaluated responsive bidders will be retained till award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier. (As per BSD/NIT)
- 13.4 The bid security of successful bidder shall be retained with the Procuring Entity till completion of the defect liability period and the amount of guarantee (if any) will be reduced by an equivalent amount.
- 13.5 The Bid Security may be forfeited:
  - (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) in the case of a successful bidder, if he fails to:
    - (i) furnish the required Performance Security in accordance with Clause IB.21, or

- (ii) Sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.
- (iii) As per KPPRA Notification No. S.R.O. (14)/Vol: 1-24/2021-22: Dated Peshawar, the 10<sup>th</sup> May 2022 /6058-71.

#### **IB.14** Validity of Bids

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

#### D. SUBMISSION OF BID

# IB.15 Submission of Bids (as per NIT), Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Each bidder shall prepare as single original copy of bid specified in the bidding data of the documents comprising of the bid as described in clause IB.8 while each bidder shall submit bids financial bid through online e-bidding system as per NIT / BSD.
- 15.2 Sealed Bids envelope must be received by the Procuring Entity at the address: Executive Engineer, Flood Division, D.I. Khan /provided in Bidding Data not later than the time and date stipulated therein & as per NIT / BSD. In the event of the specified date for the submission of bids is declared a holiday for the Procuring Entity the bids will be received up to the appointed time on the next working day.
- 15.3 The bidder shall submit their bids through leading/reliable **Courier Service** providers on or before the deadline along with required documents as per NIT/BSD. The labels of the Courier Service provider may be authenticated for tracking before opening. Fake courier delivery shall be processed as per the law and would not be considered.
  - Delays in the courier delivery, or delivery of a bid to the wrong office or due to any other reason, 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 by a leading/reliable courier service provider.
- 15.4 Bids submitted through any other means except as mentioned in the NIT /BSD shall not be accepted/ considered.
- 15.5 Any bid received by the Procuring Entity after the deadline for submission prescribed in Bidding Data / NIT / BSD will be returned unopened to such bidder.
- 15.6 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to the deadline for submission of bids.

#### E. BID OPENING AND EVALUATION

#### **IB.16** Bid Opening, Clarification and Evaluation

- 16.1 The Procuring Officer / Procuring Entity will open only financial bids from the e-Bidding system as per NIT/BSD in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The Procuring Officer / Procuring Entity shall announce the e-Bidding Comparative Statement and shall record the minutes of the bid opening. Representatives of the bidders who choose to attend physically or virtually (if available) shall sign the attendance sheet while sealed bid envelop will be presented to the Procurement Committee so notified for detail evaluation & recommendations.
  - Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account / considered in the evaluation of bid.
- 16.3 To assist in the examination, evaluation, and comparison of bids the Engineer / Procuring Officer / Procuring Entity may, at its discretion, asks the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.4 Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the procurement committee will determine the substantial responsiveness of each bid to the bidding documents. For purpose of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. It will include to determine the requirements listed in bidding data.
- 16.5 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation may be waived by Procuring Entity, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7 The Procuring Entity through notified procurement committee shall evaluate all the bids so submitted in line with the evaluation criteria set in the NIT / Bid Solicitation Document.

#### 16.8 Evaluated Bid Price

In evaluating the bids, the procurement committee shall determine the lowest evaluated responsive bid as per evaluation criteria in line with the NIT / BSD and shall recommend the same to the Procuring Entity for final approval.

16.9 Evaluation Methods for prices adjustment (Not applicable).

Pursuant to Sub-Clause 16.8 following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical noncompliance will be added to the corrected total bid price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original bids for corresponding item. In case of non-availability of price from other bidders, the price will be estimated by the Engineer/Procuring Officer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the bid schedules and conditions of contract, as determined by the Engineer / Procuring officer will be added to the corrected total bid price for comparison purpose only. Adjustment for commercial compliance will be added to the corrected total bid prices.

(iii) Price Adjustment for deviation in terms of payments refer to bidding data.

#### **IB.17** Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Procuring Officer / Engineer / Procuring Entity or Procurement Committee on any matter relating to its bid from the time of the bid opening to the time the bid evaluation result is announced by the Procuring Entity. The evaluation result may be announced at least ten (10) days prior to award of contract. The announcement to all bidders will be tentative e-bid comparative statement.
- 17.2 Any effort by a bidder to influence Procuring Officer / Engineer / Procuring Entity or Procurement Committee in the Bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

#### F. AWARD OF CONTRACT

#### **IB.18.** Post Qualification (if applicable)

18.1 The Procuring Entity, 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.
- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

#### IB.19 Award Criteria & Procuring Entity's Right

- 19.1 Subject to Sub-Clause IB.19.2, the Procuring Entity 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 qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Notwithstanding Sub-Clause IB.19.1, the Procuring Entity 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 (acceptance of a bid or proposal rule 47(1), without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Entity's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

#### IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Entity, the Procuring Entity will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Officer / Procuring Entity will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Officer / Procuring Entity and the successful bidder shall be executed within fourteen (14) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Officer / Procuring Entity.

#### **IB.21** Performance Security (As per KPPRA Rules 2014)

- 21.1 The successful bidder shall furnish to the Procuring Officer / Procuring Entity a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of twenty-eight (28) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

### **IB.22** Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

#### **BIDDING DATA**

# **Instructions to Bidders** Clause Reference

1.1 Name of Procuring Entity

Executive Engineer, Flood Division, D.I. Khan.

Brief Description of Works (As per NIT)

5.1 (a) Procuring Officer address:

Executive Engineer, Flood Division, D.I. Khan

- (b) Procuring Officer /Engineer's address:

  <u>Executive Engineer, Flood Division, D.I. Khan.</u>

  <u>Phone No. 0966-713303, Email: xenflooddik@gmail.com</u>
- 10.3 Bid shall be quoted entirely in Pak. Rupees (Above / Below) on applicable schedule and Non-Schedule items. The payment shall be made in Pak. Rupees for work done on release of funds, subject to fulfillment of Codal Formalities, Technical Sanction, Agreement Sanction, complying of Material & Technical specifications.
- 11.2 The bidder has the financial, technical and production capability necessary to perform the Contract i.e. Registration with PEC in relevant category & financial limit as noted in NIT and Bid Solicitation Documents, Registration with KPRA, Enlistment with Works Department Khyber Pakhtunkhwa, has been issued E-bidding Login & Password.
- 12.1 (a) Essential technical specification as per document at the following link are required:

  <a href="https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/d">https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/d</a>
  <a href="mailto:ownload">ownload</a> (Technical Specification on MRS 2022, Latest)

  Essential Material specification as per document at the following link are required:

  <a href="https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/d">https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/d</a>
  <a href="mailto:ownload">ownload</a> (Material Specification on MRS 2022, Latest)
  - (b) Complete set of tentative technical specifications as per Approved PC-I and T.S

#### 13.1 Amount of Bid Security

2% of the Estimated Cost as per NIT / BSD in line with the KPPRA Notification No. S.R.O. (14)/Vol: 1-24/2021-22:, Dated Peshawar, the 10<sup>th</sup> May 2022 /6058-71

#### 14.1 Period of Bid Validity

120 Days

#### 14.4 Number of Copies of the Bid to be submitted

One original

#### 14.6 (a) Address for the Purpose of Bid Submission

Executive Engineer, Flood Division, D.I. Khan.

#### 15.1 Deadline for Submission of Bids

As per NIT

#### 16.1 Venue, Time, and Date of Bid Opening

As per NIT

#### 16.4 Responsiveness of Bids (as per requirement of NIT/BSD)

- (i) the Bid is valid till required period,
- (ii) the Bid prices are firm during currency of contract.
- (iii) completion period offered is within specified limits
- (iv) the Bidder is eligible to Bid and possesses the requisite experience, capability and qualification. (As per BSD and NIT)
- (v) the Bids are generally in order, etc.
- (vi) The Bidder shall be submitted the bids in sealed envelopes on or before the deadline (As per NIT/BSD).
- (vii) The bidder shall submit their bids through leading/reliable Courier Service providers on or before the deadline along with required documents as per NIT/BSD. The labels of the Courier Service provider may be authenticated for tracking before opening. Fake courier delivery shall be processed as per the law and would not be considered.
- (viii) Delays in the courier delivery, or delivery of a bid to the wrong office or due to any other reason, 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 by a leading/reliable Courier Service provider.

#### 16.9 Price Adjustment: (Not applicable)

FORM OF BID AND SCHEDULES TO BID

## FORM OF BID

(LETTER OF OFFER)

NIT N Date o	f Open	ing No.
w ork	No. as j	per NIT
	(Name	e of Works)
То,		
Gentle	emen,	
	1.	Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.  for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address
		incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs (Rupees ) or such other sum as may be ascertained in accordance with the said Documents.
	2.	We understand that all the Schedules attached hereto form part of this Bid.
	3.	As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of drawn in your favour or made payable to you and valid for a period of twenty-eight (28) days beyond the period of validity of Bid.
	4.	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
	5.	We agree to abide by this Bid for the period of days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
	6.	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.

- 7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract& as per KPPRA Notification No. S.R.O. (14)/Vol: 1-24/2021-22:, Dated Peshawar, the 10<sup>th</sup> May 2022 /6058-71.
- 8. We understand that you are not bound to accept the lowest or any bid you may receive.
- 9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this	day of	, 20	
Signature			
in the capacity of	duly a	uthorized to sign bid for and on behalf of	
(Name of Bidder in Bl	ock Capitals)		
	1 /	(Seal)	
Address			
Witness:			
(Signature)			
Name:		NIC No	
Address:			_

# SCHEDULES TO BID INCLUDE THE FOLLOWING:

Schedule A to Bid: Schedule of Prices
Schedule B to Bid: Specific Works Data
Schedule C to Bid: Works to be Performed by Subcontractors
Schedule D to Bid: Proposed Programe of Works
Schedule E to Bid: Method of Performing Works
Schedule F to Bid: Integrity Pact

#### **SCHEDULE - A TO BID**

#### **SCHEDULE OF PRICES**

THE BOQ SHALL BE FILLED ONLINE ON IRRIGATION DEPARTMENT WEBSITE, THE PROCURING ENTITY SHALL NOT BE LIABLE FOR THE ERRORS/MALFUNCTIONS OF THE E-BIDDING SYSTEM, LOSS OR NON-PROVISION OF E-BIDDING SYSTEM LOGIN &PASSWORD

http://www.irrigation.gkp.pk\_OR

http://www.irrigation.gkp.pk/tenders.php

#### **SCHEDULE - B TO BID**

#### \*SPECIFIC WORKS DATA

THE CONTRACTOR SHALL FOLLOW MATERIAL SPECIFICATIONS AS PER: <a href="https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/download">https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/download</a> (Material Specification on MRS 2022, Latest)

THE CONTRACTOR SHALL FOLLOW TECHNICAL SPECIFICATIONS AS PER: <a href="https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/download">https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/download</a> (Technical Specification on MRS 2022, Latest)

FOR SCHEDULE ITEMS AND INDUSTRY STANDARDS SHALL BE ADOPTED/FOLLOWED FOR NON-SCHEDULE ITEMS

#### WORKS TO BE PERFORMED BY SUB CONTRACTORS (APPLICABLE)

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works Name and address of Statement of similar works

to be Sub-Contracted Sub-Contractors previously executed (attach evidence)

#### Note:

- 1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Entity.
- 2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Entity's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
- 3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

### PROPOSED PROGRAM OF WORKS (IF REQUIRED BY PE/PO)

Bidder may 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.

Signature:			
Seal:			
Dated:			

# METHOD OF PERFORMING WORKS

## (IF REQUIRED BY THE PE/PO)

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.

# (INTEGRITY PACT)

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

Contract No Dated Contract Value: Contract Title:
Without limiting the generality of the foregoing, [name of the Bidder] 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 Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.
[name of the Bidder] 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 GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
[name of the Bidder] 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 GoKP under any law, contract or other instrument, be voidable at the option of GoKP.
Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of the Bidder] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of the Bidder] 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 GoKP.
Name of the Procuring officer / Procuring Entity:

# **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.
- 1.1.21 "Procuring Officer" means the person, if any, notified by the procuring entity to act as procuring officer for the purpose of the contract and named as such in the 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, licenses 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 (KPPRA Rules 2014 shall be Applicable)

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 Rs.20.00 million. No Performance Security will be needed for contracts values less than Rs.20.00 million.

#### 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 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 Maintenances Period.

#### 9. REMEDYING DEFECTS

# 9.1 **Remedying Defects**

The Contractor shall for a period of 120 days from the date if 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, whichever 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 demobilize 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 demobilize 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 here above, 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
- (c) 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

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Entity prior to issuance of the Bidding Documents.)

#### **Sub-Clauses of Conditions of Contract**

- 1.1.3 Procuring Entity's Drawings, if any As per PC-I and T.S
- 1.1.4 Executive Engineer, Flood Division, D.I. Khan (Procuring officer)
- 1.1.5 **The Contractor** means

<b>Govt: Contractor</b>

- 1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
- 1.1.9 Time for Completion: During the CFY 2022-23
- 1.1.20 Engineer

**Executive Engineer, Flood Division, D.I. Khan.** 

- 1.3 Documents forming the Contract listed in the order of priority:
- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) Evaluated Bid Solicitation Document and Bid evaluation report
- (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

(The Procuring Entity may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

2.1 **Provision of Site:** 

On the Commencement date by the Sub Divisional Officer (Concerned)

3.1 Authorized person: Executive Engineer Flood Division, D.I. Khan.

3.2			ress of Engin eer, Flood Div		U			<u>an</u>
	<u>.</u>							
4.4	Perfo	rmance S	ecurity:					
	As pe	r KPPRA	Act/Rule (La	test)				
5.1	Requi	irements t	for Contract	or's design	(if any):			
	Specif	fication Cl	lause No's	N/A_				
7.2	Progr	am:						
	Time	for subm	ission: Withi	n twenty eig	tht (28) d	ays of the (	Commencer	ment Date
	Form	of progra	am: (Bar Cha	rt)				
7.4	Amou	ınt payabl	e due to failu	re to comple	te shall b	e <u>0.05</u> % pe	er day up to	a maximum of
	(10%)	* of sum	stated in the	Letter of Ac	ceptance			
	(Usua day.)	lly the liqu	uidated dama	ges are set b	etween 0	.05 percent	and 0.10 p	percent per
9.1			edying defec aal measurem					
10.2	(e)	Variatio	on procedure	:				
		As per w	ork progress	and site situ	ation			
11.1	(a)	Terms o	of Payments					
		As per w	vork done and	l availability	of fund			
	(b) <b>V</b> a	aluation o	f the Works	*: (NOT AP	PLICA	BLE)		
		i	) Lump sum	price		_(details),	or	
		i	i) Lump sum	price with	schedules	s of rates _		(details), or
		i	ii) Lump sum done.	price with l	bill of qu	antities		_as per work
		i	v) Re-measur	rement with	estimated	d/bid quant	ities in the	Schedule of
			Prices		_(details)	), or/and		
		V	() Cost reimb	oursable		_(details)		
	11.2	a N	Percentage of applicable): Materials Plant	Eighty (809 Ninety (909	%) *	and Plant f	for day wo	rk (if

11.3	<b>Percentage of retention:</b> Eight (08%)
11.6	Currency of payment: Pak. Rupees
14.1	Insurances: (NOT APPLICABLE)
	Type of cover
	The Works
	Amount of cover
	The sum stated in the Letter of Acceptance plus fifteen percent (15%)
	Type of cover (NOT APPLICABLE)
	Contractor's Equipment:
	Amount of cover
	Full replacement cost
	Type of cover (APPLICABLE)  Third Party-injury to persons and damage to property
	Rs. 200,000
	(The minimum amount of third-party insurance should be assessed by the Procuring officer / Procuring Entity and entered).
	Workers:Rs. 200,000
	Other cover*:
	(In each case name of insured is Contractor and Procuring officer /Procuring Entity)
14.2	Amount to be recovered (NOT APPLICABLE)
	Premium plus percent (%).
15.3	Arbitration
	Place of Arbitration: _ <u>The Grievance redressal mechanism as per KPPRA</u> shall be applicable, only/ Arbitration Act 1940 & place shall be Peshawar/Kohat, KP.

# STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

# FORM OF BID SECURITY

(Bank Guarantee)

			Guarantee No		
			Executed on		
(Lett	er by th	e Guara	rantor to the Procuring Entity)		
Namaddre		arantor	(Scheduled Bank in Pakistan) with		
Nam	e of Pri	ncipal (	(Bidder) with		
Pena	l Sum o	f Secur	rity (express in words and		
			Date of Bid		
the rounto Entity bind	equest of the _y") in the	ne sum	BY THESE PRESENTS, that in pursuance of the terms of the Bic said Principal, we the Guarantor above-named are held and firmly	bound ocuring ade, we	
		e accon	N OF THIS OBLIGATION IS SUCH that whereas the Princip mpanying Bid numbered and dated as above for (Particulars of Bid) to the said Pro-	-	
Entit	y; and				
the I		ıl furni	rocuring Entity has required as a condition for considering the said I ishes a Bid Security in the above said sum to the Procuring er:		
(1)			Security shall remain valid for a period of twenty eight (28) days be of validity of the bid;	eyond	
(2)	-		event of;		
	(a)	the P	Principal withdraws his Bid during the period of validity of Bid, or		
	(b)				
	(c)	failu	are of the successful bidder to		
		(i)	furnish the required Performance Security, in accordance with S Clause IB-21.1 of Instructions to Bidders, or	ub-	
		(ii)	sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,		
			am be paid immediately to the said Procuring Entity for delayed and not as penalty for the successful bidder's failure to perform.		

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Entity in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Entity for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT the Procuring Entity shall be the sole and final judge for deciding whether the Principal 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 Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Entity forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and 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)
Witness:	1. Signature
1	2. Name
Corporate Secretary (Seal)	3. Title
2	
(Name, Title & Address)	Corporate Guarantor (Seal)

# FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No
	Executed on
(Letter by the Guarantor to the Procuring Entity)	
Name of Guarantor (Scheduled Bank in Pakistan) v	vith
address:	
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 Documents and above said Letter of Acceptance the request of the said Principal we, the Guaranto unto the  Procuring Entity) in the penal sum of the amount swell and truly to be made to the said Procuring executors, administrators and successors, jointly and truly are successors.	(hereinafter called the Documents) and at r above named, are held and firmly bound (hereinafter called the tated above, for the payment of which sum ng Entity, we bind ourselves, our heirs,
THE CONDITION OF THIS OBLIGATION IS accepted the Procuring Entity's above said Name (Name)	Letter of Acceptance for
(Name of P	roject).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill 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, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the 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 9, Remedying Defects, 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,defences under the Contract, do hereby i	(the Guarantor), waiving all objections and rrevocably and independently guarantee to pay to the
Procuring Entity without delay upon the or arguments and without requiring the	Procuring Entity's first written demand without cavil e Procuring Entity to prove or to show grounds or sums up to the amount stated above, against the
Procuring Entity's written declaration th	at the Principal has refused or failed to perform the ich payment will be effected by the Guarantor to
whether the Principal (Contractor) has defaulted in fulfilling said obligation	g Entity shall be the sole and final judge for deciding duly performed his obligations under the Contract or as and the Guarantor shall pay without objection any bove upon first written demand from the Procuring ce to the Principal or any other person.
its seal on the date indicated above, the	ounded Guarantor has executed this Instrument under ne name and corporate seal of the Guarantor being signed by its undersigned representative, pursuant to
W.C.	Guarantor (Bank)
Witness: 1.	1. Signature
G (G 1)	2. Name
Corporate Secretary (Seal)	3. Title
2	
(Name, Title & Address)	Corporate Guarantor (Seal)

#### FORM OF CONTRACT AGREEMENT

THIS CONTR	RACT AGREEMEN	NT (hereinat	ter called the	e "Agreeme	nt") made on	the
day of	202between	n Executive	Engineer, Fl	lood Divisio	on, D.I. Khan	_(Procuring
Officer)					(hereinafter	called the
"Procuring	Entity")	of	nafter called the "Agreement") made on theive Engineer, Flood Division, D.I. Khan (Procuring (hereinafter called the the one part and e other part.  Sirous that certain Work/s, viz and has accepted a Bid by the Contractor for the and the remedying of any defects therein.			
(hereinafter ca	alled the "Contracto	or") of the ot	her part.			
WHEREAS t	he Procuring Enti-	ty is desiro	us that certa	ain Work/s	, viz	
	•			•		

NOW this Agreement witnesseth 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 Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices;
  - (e) The Specifications; and
  - (f) The Drawings
- 3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
- 4. The Procuring Entity 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.

Signature of the Contactor Signature of the Procuring	ng Officer / Procuring Entity (Seal) (Seal)
Signed, Sealed and Delivered in the presence of: Witness:	Witness:
(Name, Title and Address)	(Name, Title and Address)

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.

# FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT (Not Applicable)

			G	uarantee	No		
(Letter by the Guarantor to the	Procuring	Entity)		Execute	d on_		
WHEREAS the	Entity)	has	entered	into	(he	ereinafter Contract	for
			(	Particula	ars of	Contract),	with
	(	(hereinat	fter called th	e Contra	ctor).		
Contractor's request, as provisions of the Contract.	n amoun ) which an	nt of mount sl	Rshall be adv	anced to	the (	Contractor a	upees s per
AND WHEREAS the Procu secure the advance payment for							
AND WHEREAS (hereinafter called the Guarar Procuring Entity agreeing to 1 the said Guarantee.					d in co		of the
NOW THEREFORE the Guadvance for the purpose of abfulfillment of any of his oblighable to the Procuring	ove mention gations for	oned Cor which tl	ntract and if ne advance	he fails, payment	and co	ommits defa de, the Guar	ult in antor
Notice in writing of any defi- judge, as aforesaid, on the par Guarantor, and on such first sums then due under this Gua objection.	t of the Conwritten den	ntractor, nand pay	shall be giv ment shall	en by the	e Procue by the	uring Entity e Guarantor	to the of all
This Guarantee shall come intaccount of the Contractor.	to force as s	soon as t	he advance	payment	has be	een credited	to the
This Guarantee shall expire no	ot later than	l					
by which date we must have r e-mail.	eceived any	y claims	by registere	d letter,	telegra	m, telex or	

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

	Guarantor (Scheduled Bank)
Witness:	
1	1. Signature
	2. Name
Corporate Secretary (Seal)	3. Title
2	
(Name, Title & Address)	Corporate Guarantor (Seal)

# **SPECIFICATIONS**

# **Note for Preparing the Specifications**

Standard technical specification as per document at the following link are required: <a href="https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/download">https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/download</a> (Technical Specification on MRS 2022, Latest)

Standard material specification as per document at the following link are required: <a href="https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/download">https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/download</a> (Material Specification on MRS 2022, Latest)

# B.O.Q's (Attached)

# (BOQ)

Name of Work:

AM&R, Emergency/Restoration works of Spurs and Bunds and other hydraulic structures along of River Indus in District DIKhan 2025-26 Flood Division DIKhan.

Sub Work (02/03) AM&R, Emergency/Restoration Protection of Spur No. 21-A, 21-B, 22, 23, 24, Link Bund, Guide Bund, Spur No. 24-A, 24-B & 25 and other allied structure during

financial year 2025-26.. Sub Division No. II D.I.Khan

**Estimated Cost:** 

15.00 (M)

**Earnest Money+ Stamp Duty** 

318750

Time period limit as per Work order.

SI No.	Item Code MRS 2024 1st (Bi- Annual)	Name of Item	Qty:	Unit	Rate(Rs)	Amount(Rs:)
1	03-05-a	Borrowpit excavation undressed lead upto 30m in Oridnary soil	720.00	M3	447.55	322236
2	03-19-a	Extra for every 15 m extra lead or part thereof for earthwork soft, ordinary, hard & very hard	720.00	М3	7.47	5378.4
3	03-19-a	Extra for every 15 m extra lead or part thereof for earthwork soft, ordinary, hard & very hard	720.00	М3	7.47	5378.4
4	03-19-a	Extra for every 15 m extra lead or part thereof for earthwork soft, ordinary, hard & very hard	720.00	M3	7.47	5378.4
5	03-19-a	Extra for every 15 m extra lead or part thereof for earthwork soft, ordinary, hard & very hard	720.00	М3	7.47	5378.4
6	03-19-a	Extra for every 15 m extra lead or part thereof for earthwork soft, ordinary, hard & very hard	720.00	М3	7.47	5378.4
7	03-19-a	Extra for every 15 m extra lead or part thereof for earthwork soft, ordinary, hard & very hard	720.00	М3	7.47	5378.4
8	03-19-a	Extra for every 15 m extra lead or part thereof for earthwork soft, ordinary, hard & very hard	720.00	М3	7.47	5378.4
9	03-19-a	Extra for every 15 m extra lead or part thereof for earthwork soft, ordinary, hard & very hard	720.00	М3	7.47	5378.4
10	03-19-a	Extra for every 15 m extra lead or part thereof for	720.00	M3	7.47	5378.4
62   P a g e						

		earthwork soft, ordinary, hard & very hard				
11	03-19-a	Extra for every 15 m extra lead or part thereof for earthwork soft, ordinary, hard & very hard	720.00	M3	7.47	5378.4
12	03-19-a	Extra for every 15 m extra lead or part thereof for earthwork soft, ordinary, hard & very hard	720.00	M3	7.47	5378.4
13	03-19-a	Extra for every 15 m extra lead or part thereof for earthwork soft, ordinary, hard & very hard	720.00	M3	7.47	5378.4
14	03-19-a	Extra for every 15 m extra lead or part thereof for earthwork soft, ordinary, hard & very hard	720.00	M3	7.47	5378.4
15	03-19-a	Extra for every 15 m extra lead or part thereof for earthwork soft, ordinary, hard & very hard	720.00	M3	7.47	5378.4
16	03-20-a	Transportation of earth all types beyond 250 m and upto 500 m.	720.00	M3	312.16	224755.2
17	03-20-b	Transportation of earth all types for every 100m extra lead beyond 500m upto 1.5 km	720.00	M3	48.36	34819.2
18	03-20-b	Transportation of earth all types for every 100m extra lead beyond 500m upto 1.5 km	720.00	M3	48.36	34819.2
19	03-20-b	Transportation of earth all types for every 100m extra lead beyond 500m upto 1.5 km	720.00	M3	48.36	34819.2
20	03-20-b	Transportation of earth all types for every 100m extra lead beyond 500m upto 1.5 km	720.00	M3	48.36	34819.2
21	03-20-b	Transportation of earth all types for every 100m extra lead beyond 500m upto 1.5 km	720.00	M3	48.36	34819.2
22	03-20-b	Transportation of earth all types for every 100m extra lead beyond 500m upto 1.5 km	720.00	M3	48.36	34819.2

23	03-20-b	Transportation of earth all types for every 100m extra lead beyond 500m upto 1.5 km	720.00	М3	48.36	34819.2
24	03-20-b	Transportation of earth all types for every 100m extra lead beyond 500m upto 1.5 km	720.00	М3	48.36	34819.2
25	03-20-b	Transportation of earth all types for every 100m extra lead beyond 500m upto 1.5 km.	720.00	М3	48.36	34819.2
26	03-20-b	Transportation of earth all types for every 100m extra lead beyond 500m upto 1.5 km.	720.00	М3	48.36	34819.2
27	03-20-с	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	720.00	М3	43.97	31658.4
28	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	720.00	М3	43.97	31658.4
29	03-20-с	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	720.00	M3	43.97	31658.4
30	03-20-с	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	720.00	M3	43.97	31658.4
31	03-20-с	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	720.00	М3	43.97	31658.4
32	03-21-b	Dressing & levelling earth to designed sections Ordinary or hard soil upto cut or fill 6 inches	720.00	М3	27.26	19627.2
33	03-28-с	Ramming earthwork (all types of soil)	720.00	M3	65.95	47484
34	19-15-a	Supply & dump at site, without boat, including handling within 100m Stone	1546.00	МЗ	2677.58	4139538.68
35	01-01-a	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : First 50 Meter or 164 ft	437.78	100cft	135.13	59157.2114

36	01-01-b	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : Second 50 Meter or 164 ft	437.78	100cft	25.76	11277.2128
37	01-01-c	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd 50 Meter to 5th 50 Meter or corresponding distance in feet	437.78	100cft	16.67	7297.7926
38	01-01-c	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd 50 Meter to 5th 50 Meter or corresponding distance in feet	437.78	100cft	16.67	7297.7926
39	01-01-c	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd 50 Meter to 5th 50 Meter or corresponding distance in feet	437.78	100cft	16.67	7297.7926
40	01-01-d	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 250 -1000 Meter	437.78	100cft	75.02	32842.2556
41	01-01-d	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 250 -1000 Meter	437.78	100cft	75.02	32842.2556
42	01-01-d	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 250 -1000 Meter	437.78	100cft	75.02	32842.2556
43	01-01-e	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 2nd Km or corresponding distance in miles	437.78	100cft	240.21	105159.1338
44	01-01-f	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd to 5th Kilometer or corresponding distance in miles	437.78	100cft	158.37	69331.2186
45	01-01-f	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd to 5th Kilometer or corresponding distance in miles	437.78	100cft	158.37	69331.2186

46	01-01-g	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 6th to 10th Kilometer or corresponding distance in miles	437.78	100cft	131.60	57611.848
47	01-01-g	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 6th to 10th Kilometer or corresponding distance in miles	437.78	100cft	131.60	57611.848
48	01-01-g	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 6th to 10th Kilometer or corresponding distance in miles	437.78	100cft	131.60	57611.848
49	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	437.78	100cft	80.32	35162.4896
50	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
51	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
52	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
53	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
54	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
55	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896

56	01-01-h	Carriage of 100 cft / 5 tonne of all materials, by truck or other means: beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
57	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
58	01-01-h	Carriage of 100 cft / 5 tonne of all materials, by truck or other means: beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
59	01-01-h	Carriage of 100 cft / 5 tonne of all materials, by truck or other means: beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
60	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles (80.32 x 78)	437.78	100cft	80.32	35162.4896
61	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
62	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
63	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
64	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
65	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896

66	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
67	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
68	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
69	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
70	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
71	01-01-h	Carriage of 100 cft / 5 tonne of all materials, by truck or other means: beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
72	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
73	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles .	437.78	100cft	80.32	35162.4896
74	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
75	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896

76	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
77	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
78	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
79	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
80	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
81	01-01-h	Carriage of 100 cft / 5 tonne of all materials, by truck or other means: beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
82	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
83	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
84	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
85	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896

86	01-01-h	Carriage of 100 cft / 5 tonne of all materials, by truck or other means: beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
87	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
88	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
89	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
90	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
91	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles.	437.78	100cft	80.32	35162.4896
92	19-14	Providing and Laying shingle on top of bund, including handling of materials within 100 m.	306.00	M3	3014.11	922317.66
93	01-01-a	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : First 50 Meter or 164 ft	86.65	100cft	135.13	11709.0145
94	01-01-b	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : Second 50 Meter or 164 ft	86.65	100cft	25.76	2232.104
95	01-01-c	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd 50 Meter to 5th 50 Meter or corresponding distance in feet	86.65	100cft	16.67	1444.4555

96	01-01-c	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd 50 Meter to 5th 50 Meter or corresponding distance in feet	86.65	100cft	16.67	1444.4555
97	01-01-c	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd 50 Meter to 5th 50 Meter or corresponding distance in feet	86.65	100cft	16.67	1444.4555
98	01-01-d	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 250 -1000 Meter	86.65	100cft	75.02	6500.483
99	01-01-d	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 250 -1000 Meter	86.65	100cft	75.02	6500.483
100	01-01-d	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 250 -1000 Meter	86.65	100cft	75.02	6500.483
101	01-01-e	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 2nd Km or corresponding distance in miles	86.65	100cft	240.21	20814.1965
102	01-01-f	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd to 5th Kilometer or corresponding distance in miles	86.65	100cft	158.37	13722.7605
103	01-01-f	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd to 5th Kilometer or corresponding distance in miles	86.65	100cft	158.37	13722.7605
104	01-01-g	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 6th to 10th Kilometer or corresponding distance in miles	86.65	100cft	131.60	11403.14
105	01-01-g	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 6th to 10th Kilometer or corresponding distance in miles	86.65	100cft	131.60	11403.14

106	01-01-g	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 6th to 10th Kilometer or corresponding distance in miles	86.65	100cft	131.60	11403.14
107	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
108	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
109	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
110	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
111	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
112	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
113	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
114	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
115	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728

116	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
117	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
118	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
119	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
120	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
121	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
122	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
123	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
124	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
125	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728

126	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
127	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
128	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
129	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
130	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
131	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
132	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
133	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
134	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
135	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728

136	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
137	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
138	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
139	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
140	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
141	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
142	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
143	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
144	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
145	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728

146	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
147	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
148	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
149	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	86.65	100cft	80.32	6959.728
150	19-25	Providing and Laying stone pithcing/filling, dry hand packed in pitching & aprons	100.00	M3	2897.42	289742
151	01-01-a	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : First 50 Meter or 164 ft	33.98	100cft	135.13	4591.7174
152	01-01-b	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : Second 50 Meter or 164 ft	33.98	100cft	25.76	875.3248
153	01-01-c	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd 50 Meter to 5th 50 Meter or corresponding distance in feet	33.98	100cft	16.67	566.4466
154	01-01-c	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd 50 Meter to 5th 50 Meter or corresponding distance in feet	33.98	100cft	16.67	566.4466
155	01-01-c	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd 50 Meter to 5th 50 Meter or corresponding distance in feet	33.98	100cft	16.67	566.4466

156	01-01-d	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 250 -1000 Meter	33.98	100cft	75.02	2549.1796
157	01-01-d	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 250 -1000 Meter	33.98	100cft	75.02	2549.1796
158	01-01-d	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 250 -1000 Meter	33.98	100cft	75.02	2549.1796
159	01-01-e	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 2nd Km or corresponding distance in miles	33.98	100cft	240.21	8162.3358
160	01-01-f	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd to 5th Kilometer or corresponding distance in miles	33.98	100cft	158.37	5381.4126
161	01-01-f	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd to 5th Kilometer or corresponding distance in miles	33.98	100cft	158.37	5381.4126
162	01-01-g	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 6th to 10th Kilometer or corresponding distance in miles	33.98	100cft	131.60	4471.768
163	01-01-g	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 6th to 10th Kilometer or corresponding distance in miles	33.98	100cft	131.60	4471.768
164	01-01-g	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 6th to 10th Kilometer or corresponding distance in miles	33.98	100cft	131.60	4471.768
165	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
166	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding	33.98	100cft	80.32	2729.2736

		distance in miles				
167	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
168	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
169	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
170	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
171	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
172	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
173	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
174	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
175	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736

176	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
177	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
178	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
179	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
180	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
181	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
182	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
183	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
184	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
185	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736

186	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
187	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
188	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
189	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
190	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
191	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
192	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
193	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
194	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
195	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736

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197	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
198	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
199	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
200	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
201	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
202	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
203	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
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205	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736

206	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
207	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	33.98	100cft	80.32	2729.2736
208	03-25-b	Excavation in foundation of building, bridges etc complete: in ordinary soil	130	М3	333.10	43303
209	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	32	М3	12859.69	411510.08
210	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	35	М3	11471.96	401518.6
211	11-21-b- 02	Distempering Old surface : Two coats	1102	M2	73.17	80633.34
212	13-02-c- 02	Painting old surfaces : Doors / windows any type Each subsequent coat	36	M2	181.97	6550.92
213	19-14	Providing and Laying stone or spawl filling: Onslope.	127.00	M3	2582.62	327992.74
214	01-01-a	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : First 50 Meter or 164 ft	24.47	100cft	135.13	3306.6311
215	01-01-b	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : Second 50 Meter or 164 ft	24.47	100cft	25.76	630.3472
216	01-01-c	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd 50 Meter to 5th 50 Meter or corresponding distance in feet	24.47	100cft	16.67	407.9149
217	01-01-c	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd 50 Meter to 5th 50 Meter or corresponding distance in feet	24.47	100cft	16.67	407.9149

218	01-01-c	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd 50 Meter to 5th 50 Meter or corresponding distance in feet	24.47	100cft	16.67	407.9149
219	01-01-d	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 250 -1000 Meter	24.47	100cft	75.02	1835.7394
220	01-01-d	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 250 -1000 Meter	24.47	100cft	75.02	1835.7394
221	01-01-d	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 250 -1000 Meter	24.47	100cft	75.02	1835.7394
222	01-01-e	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 2nd Km or corresponding distance in miles	24.47	100cft	240.21	5877.9387
223	01-01-f	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd to 5th Kilometer or corresponding distance in miles	24.47	100cft	158.37	3875.3139
224	01-01-f	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 3rd to 5th Kilometer or corresponding distance in miles	24.47	100cft	158.37	3875.3139
225	01-01-g	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 6th to 10th Kilometer or corresponding distance in miles	24.47	100cft	131.60	3220.252
226	01-01-g	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 6th to 10th Kilometer or corresponding distance in miles	24.47	100cft	131.60	3220.252
227	01-01-g	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : 6th to 10th Kilometer or corresponding distance in miles	24.47	100cft	131.60	3220.252

228	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	24.47	100cft	80.32	1965.4304
229	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	24.47	100cft	80.32	1965.4304
230	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	24.47	100cft	80.32	1965.4304
231	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	24.47	100cft	80.32	1965.4304
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235	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	24.47	100cft	80.32	1965.4304
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255	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	24.47	100cft	80.32	1965.4304
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269	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	24.47	100cft	80.32	1965.4304
270	01-01-h	Carriage of 100 cft / 5 tonne of all materials , by truck or other means : beyond 10th Kilometer or corresponding distance in miles	24.47	100cft	80.32	1965.4304
271	03-72-a	Earthwork by mechanical means in drains and irrigation channels in DRY soil dressed to designed section, grades profile/with excavated material, disposed off within 50 feet (15.2 m) lead and dressed as directed.	2157	М3	110.11	237507.27
272	03-72-с	Earthwork by mechanical means in drains and irrigation channels in WET & SLUSH soil dressed to designed section, grades profile/ with excavated material, disposed off within 50 feet (15.2 m) lead and dressed as directed.	2157	М3	140.82	303748.74
273	N.S.I	Supply, Unloading and stacking of stone at site within extra lead of 80 Km	344	P.M <sup>3</sup>	3683.79	1267223.76
274	N.S.I	Dumping of Reserve Stock During AM&R, Emergency/Restoration lead from 100 meter by manually or Mechanically from (M.A.S)	870	P.M <sup>3</sup>	879.34	765025.8
275	N.S.I	Dumping of Reserve Stock During AM&R, Emergency/Restoration lead from 250 meter by manually or Mechanically from (M.A.S)	1372	P.M <sup>3</sup>	1056.90	1450066.8

Sub Total ( A ) Rs: 11182243.1

Add 3% Cost

Factor

Rs: 335467.292

Rs: 11517710.4 N.S.I 3482316.36

15000026.7

Say Rs: 15.00

- 1 Quantity may be increased / decreased as per site requirement.
- 2 Terms & conditions are available in the N.I.T
- The Contractor will be bound to work at site as per instructions of Engineer incharge during emergency situation.

The Contractor should quote his rate \_\_\_\_\_\_% above/ below on B.O.Q Cost.

Divisional Head Draftsman Sub Engineer

**Sub Divisional Offficer** Flood Sub Division No. II D.I.Khan

## \*DRAWINGS

As per PC-I/T.S and subsequent sanctions as per site requirement and

are available in the office of the procuring entity/procuring officer which could be taken on any Working day before the bid submission as per NIT/BSD.