

# GOVERNMENT OF KHYBER PAKHTUNKHWA

## IRRIGATION DEPARTMENT

**Work No.4**



### BID SOLICITATION DOCUMENTS FOR

### **NOTICE FOR INVITING E-BIDDING** **SINGLE STAGE SINGLE ENVELOP PROCEDURE** **(E-PAD SYSTEM)**

S.No	Name of Work	E/ Cost Rs in (M)	2% E/Money with Stamp duty. (Rs)	PEC Relevant Code & Category
<b>Name of Work: Rehabilitation of Irrigation Tubewells / Lift Irrigation Schemes &amp; Solarization in Tubewell Irrigation Division Peshawar. ADP No. 1768/160282 dg 2025-2026.</b>				
<b>d.</b>	Rehabilitation / Improvement & Construction of Irrigation Infrastructure at required places (Augmentation / Irrigation Tubewells) in Tubewells Irrigation Division Peshawar at Zareen Abad in District Charsadda (Solar Work).	3.17	67400/-	CE-09 CE-10 EE-11

**NAME OF CONTRACTOR:** \_\_\_\_\_

**TUBE WELLS IRRIGATION DIVISION PESHAWAR.**

## **TERMS AND CONDITIONS**

1. Bid Solicitation Documents containing all the terms and conditions and other relevant instructions for works can be downloaded from the department and or KPPRA websites ([www.irrigation.gkp.pk](http://www.irrigation.gkp.pk)) / ([www.kppra.gov.pk](http://www.kppra.gov.pk)).
2. Electronic bidding shall be done on “**Above / Below system**” on BOQ / Engineer’s estimate.
3. All bidders are required to have valid registration with Khyber Pakhtunkhwa Revenue Authority.
4. The bidder shall submit 02% bid security, of the estimated cost as mentioned above, in the shape of call deposit (Original) from scheduled banks in the name of Executive Engineer Tubewells Irrigation Division Peshawar.
5. Non-refundable bidding entry fee @0.03% of tender cost in shape of call deposit separately may be furnished (in original) to this office in the name of Executive Engineer, Tubewells Irrigation Division, Peshawar.
6. Notifications issued by KPPRA pertaining to procurement process issued from time to time shall be applicable.
7. If the evaluated electronic bid costs of two or more bidders are equal, then the successful bidder will be declared through draw / toss.
8. The Bid should accompany all necessary documents Electric license original copy of issued by the Electric Inspector Khyber Pakhtunkhwa Revenue of Electric license for the current year 2025-26.
9. Pre-bid meeting will be held on 01-12-2025 at 12:00 PM in the office of the Executive Engineer Tubewells Irrigation Division Peshawar.
10. The Last date & time for Submission of the Bid along with relevant documents is 18-12-2025 up to 12:00 PM which will be opened on the same day at 12:30 PM in the office of the undersigned in presence of Contractor and their representatives who wishes to attend.
11. Bid security of 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> lowest bidders will be retained by the employer till the approval of bids by the competent Authority.
12. All Govt: Notifications/ Rules/Taxes updated from time to time shall be applicable.
13. The Bid will be received through courier as per NIT time, date and venue. Further Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
14. Notifications issued by KPPRA pertaining to procurement process issued from time to time shall be applicable and notification No. S.R.O. (14)/Vol: 1-24/2021-22, dated 10-05-2022 / 6058-71.

**EXECUTIVE ENGINEER**



**OFFICE OF THE EXECUTIVE ENGINEER  
TUBEWELLS IRRIGATION DIVISION PESHAWAR.**

Phone No. 091-9222731

Email:tidpeshawar001@gmail.com

Twitter: Tubwells Irrigation Divn Peshawar

Facebook: Tubewells Irrigation Peshawar

No. 1183 /5-M(i),

Dated Peshawar the 14 /11/2025

To,

The Director,  
Information Department,  
Govt. of Khyber Pakhtunkhwa,  
Peshawar.

Subject: **NOTICE FOR INVITING E-BIDDING.  
(SINGLE STAGE SINGLE ENVELOP PROCEDURE) & (E-PAD  
SYSTEM).**

Enclosed find herewith 01 No Notice Inviting (E-PAD System). Tender for publication in at least one English and one Urdu daily newspaper with nationwide circulation as per clause 19 of the KPPRA rules 2014, please.

The bill of cost may be sent in duplicate for early payment please.

**Encl:-As above.**

**EXECUTIVE ENGINEER**

Copy along with its enclosure is forwarded to the:-

1. Director Planning and Monitoring Cell Government of Khyber Pakhtunkhwa Irrigation Department Peshawar for information.
2. Assistant Director (Web), Office of the Secretary Irrigation Peshawar with request to upload the Notice Inviting Tender on the stated web site [www.irrigation.gkp.pk](http://www.irrigation.gkp.pk) please.
3. Managing Director Khyber Pakhtunkhwa public procurement Regulation Authority Peshawar KPPRA for uploading the same at your web site please.
4. Sub Divisional Officers Tubewells Irrigation Sub Division Peshawar for information please. They are requested to submit B.O.Qs of the attached work immediately please.
5. D.A.O/ H.C/ H.D (Local) for information.
- ✓ 6. Contract Agreement File.

**EXECUTIVE ENGINEER**



## **NOTICE FOR INVITING E-BIDDING** **SINGLE STAGE SINGLE ENVELOP PROCEDURE (E-PAD SYSTEM)**


Tubewells Irrigation Division Peshawar Irrigation Department, Government of Khyber Pakhtunkhwa, invites electronic Bids from the eligible firms / contractors in accordance with KPPRA Procurement Rules 2014 on single stage single envelop procedure for the following

S.No	Name of Work	E/ Cost Rs in (M)	2% E/Money with Stamp duty. (Rs)	PEC Relevant Code & Category
<b>Name of Work: Rehabilitation of Irrigation Tubewells / Lift Irrigation Schemes &amp; Solarization in Tubewell Irrigation Division Peshawar. ADP No. 1768/160282 dg 2025-2026.</b>				
1.	Rehabilitation / Improvement & Construction of Irrigation Infrastructure at required places (Augmentation / Irrigation Tubewells) in Tubewells Irrigation Division Peshawar at Umar Miana, in District Peshawar (Solar Work).	3.50	74000/-	CE-09 CE-10 EE-11
2.	Rehabilitation / Improvement & Construction of Irrigation Infrastructure at required places (Augmentation / Irrigation Tubewells) in Tubewells Irrigation Division Peshawar at Bela Pirpai in District Nowshera (Solar Work).	3.17	67400/-	CE-09 CE-10 EE-11
3.	Rehabilitation / Improvement & Construction of Irrigation Infrastructure at required places (Augmentation / Irrigation Tubewells) in Tubewells Irrigation Division Peshawar at Kandary Shabqadar in District Charsadda (Solar Work).	2.69	57800/-	CE-09 CE-10 EE-11
4.	Rehabilitation / Improvement & Construction of Irrigation Infrastructure at required places (Augmentation / Irrigation Tubewells) in Tubewells Irrigation Division Peshawar at Zareen Abad in District Charsadda (Solar Work).	3.17	67400/-	CE-09 CE-10 EE-11
5.	Rehabilitation / Improvement & Construction of Irrigation Infrastructure at required places (Augmentation / Irrigation Tubewells) in Tubewells Irrigation Division Peshawar at Bela Baramad Khel in District Peshawar (Solar Work).	2.69	57800/-	CE-09 CE-10 EE-11
6.	Rehabilitation / Improvement & Construction of Irrigation Infrastructure at required places (Augmentation / Irrigation Tubewells) in Tubewells Irrigation Division Peshawar at Maira Badaber in District Peshawar (Solar Work).	3.76	79200/-	CE-09 CE-10 EE-11

### **TERMS AND CONDITIONS**

1. Bid Solicitation Documents containing all the terms and conditions and other relevant instructions for works can be downloaded from the department and or KPPRA websites ([www.irrigation.gkp.pk](http://www.irrigation.gkp.pk)) / ([www.kppra.gov.pk](http://www.kppra.gov.pk)).

2. Electronic bidding shall be done on "Above / Below system" on BOQ / Engineer's estimate.
3. All bidders are required to have valid registration with Khyber Pakhtunkhwa Revenue Authority.
4. The bidder shall submit 02% bid security, of the estimated cost as mentioned above, in the shape of call deposit (Original) from scheduled banks in the name of Executive Engineer Tubewells Irrigation Division Peshawar.
5. Non-refundable bidding entry fee @0.03% of tender cost in shape of call deposit separately may be furnished (in original) to this office in the name of Executive Engineer, Tubewells Irrigation Division, Peshawar.
6. Notifications issued by KPPRA pertaining to procurement process issued from time to time shall be applicable.
7. If the evaluated electronic bid costs of two or more bidders are equal, then the successful bidder will be declared through draw / toss.
8. The Bid should accompany all necessary documents Electric license original copy of issued by the Electric Inspector Khyber Pakhtunkhwa Revenue of Electric license for the current year 2025-26.
9. Pre-bid meeting will be held on 01-12-2025 at 12:00 PM in the office of the Executive Engineer Tubewells Irrigation Division Peshawar.
10. The Last date & time for Submission of the Bid along with relevant documents is 09-12-2025 up to 12:00 PM which will be opened on the same day at 12:300 PM in the office of the undersigned in presence of Contractor and their representatives who wishes to attend.
11. Bid security of 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> lowest bidders will be retained by the employer till the approval of bids by the competent Authority.
12. All Govt: Notifications/ Rules/Taxes updated from time to time shall be applicable.
13. The Bid will be received thought courier as per NIT time, date and venue. Further Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
14. Notifications issued by KPPRA pertaining to procurement process issued from time to time shall be applicable and notification No. S.R.O. (14)/Vol: 1-24/2021-22, dated 10-05-2022 / 6058-71.

  
**EXECUTIVE ENGINEER.**





**OFFICE OF THE EXECUTIVE ENGINEER  
TUBEWELLS IRRIGATION DIVISION PESHAWAR.**

Phone No. 091-9222731 Email: tidpeshawar001@gmail.com  
Twitter: Tubewells Irrigation Divn Peshawar Facebook: Tubewells Irrigation Peshawar

No. 1248/5-M(i),

Dated Peshawar the 26/11/2025

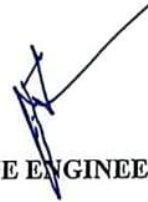
To,

The Director of Information,  
Government of Khyber Pakhtunkhwa,  
Peshawar.

Subject: **CORRIGENDUM / ADDENDUM.**

Enclosed please find herewith Notice Corrigendum / Addendum in English version (one copy) for arranging wide of Publicity through news paper.

It is therefore requested that publication may please be arranged on priority basis and bill of cost may be sent in duplicate to this office for payment.

  
**EXECUTIVE ENGINEER**

Copy alongwith its enclosure is forwarded to the following with reference to this office letter No. 1183/5-M(i), dated 14-11-2025 for information please.

1. Assistant Director (Web), Office of the Secretary Irrigation Peshawar with request to upload the Corrigendum / Addendum on the stated web site [www.irrigation.gkp.pk](http://www.irrigation.gkp.pk). please.
2. Managing Director Khyber Pakhtunkhwa Public Procurement Regulation Authority Peshawar (KPPRA) with the request to upload the same at your website, please.
3. Sub Divisional Officer Tubewells Irrigation Sub Division Peshawar.
4. Contract Agreement.

  
**EXECUTIVE ENGINEER**



**OFFICE OF THE EXECUTIVE ENGINEER  
TUBEWELLS IRRIGATION DIVISION PESHAWAR.**

Phone No. 091-922273.1

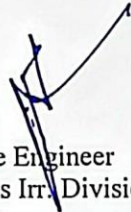
Email:tidpeshawar001@gmail.com

Twitter: Tubwells Irrigation Divn Peshawar

Facebook: Tubewells Irrigation Peshawar

**CORRIGENDUM / ADDENDUM**

With reference to the advertisement No. INF(P): 4878/25, dated 19/11/2025 appearing in the Daily News paper "Mashriq" where in the Date of opening of tender was fixed on 09/12/2025. The Tenders processed through EPAD system (e-Pak acquisition & Disposal System) but due to system error the SBD could not be uploading well in time, therefore, the tender opening time is extended upto 18-12-2025, rest of the terms & conditions will remain the same.

  
Executive Engineer  
Tubewells Irr. Division,  
Peshawar.

BASED ON

**STANDARD FORM OF BIDDING DOCUMENTS**

**FOR**

**PROCUREMENT OF WORKS**

ELECTRICAL & MECHANICAL WORKS



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



**INVITATION  
FOR  
BIDS**



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

Peshawar, the May 10, 2022 / 6058-71

**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: -

1. **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.
2. **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.
  - i. 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]<sup>1</sup>. 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 non-responsive 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>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.



- vi. 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. 1<sup>st</sup> installment of 25% to be released upon completion of 25% of the project, 2<sup>nd</sup> installment of 25% to be released upon completion of 50% of the project, 3<sup>rd</sup> installment of 25% to be released upon completion of 75% of the project and the 4<sup>th</sup> 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.

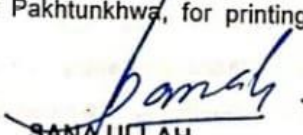
-SD-  
Managing Director  
KPPRA

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.
3. The Principal Secretary to Governor, Khyber Pakhtunkhwa.
4. The Principal Secretary to Chief Minister, Khyber Pakhtunkhwa.
5. 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 ULLAH  
Assistant Director (M&E), KPPRA

# **INSTRUCTIONS TO BIDDERS(IB)**



## INSTRUCTIONSTOBIDDERS

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## **INSTRUCTIONSTOBIDDERS**

## INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### IB.1 SCOPE OF BID & SOURCE OF FUNDS

##### 1.1 SCOPE OF BID

As per NIT

##### 1.2 SOURCE OF FUNDS

The Procuring Entity intends to execute the works from Provincial fund/ADP as tabulated in the title page.

#### IB.2 ELIGIBLE BIDDERS

##### 2.1 Bidding is open to all firms and persons meeting the following requirements:

- a. Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works i.e Specialization code (mentioned as per NIT).
- b. Duly enlisted with the Provincial Govt. (Works Deptt:).
- c. Registration with Federal Board of Revenue/ NTN Registration/ Sales Tax/ Income Tax Department with online active status.
- d. Registration with Khyber Pakhtunkhwa Revenue Authority (Active Tax Payer).
- e. The bid will be received through courier as per NIT time, date and venue. Further Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- f. Valid System Design must be submitted otherwise the bid will be Non-responsive.  
**(Note: Over system design not valid)**
- g. Performance curves at STC for motor and pumping machinery should be provided along with original catalog for each work separately.
- h. Warranty period of the following items should be provided on judicial stamp papers.
  - a. The Bid should accompany all necessary documents Electric license original copy of issued by the Electric Inspector Khyber Pakhtunkhwa Revenue of Electric license for the current year 2025-26.
  - a. Solar panel etc will be 20 years and Defect liability period of Electrical / Mechanical works will be 2 years.
  - b. Inverter should have at least two (02) years product & performance warranty.
  - c. Two (02) years comprehensive free replacement, repair & maintenance warranty (Free of cost) should be provided for all the components of solar system.

#### IB.3 COST OF BIDDING

- 3.1 The bidder shall bear all costs including bid solicitation documents fee (nominal so as to cover printing/reproduction and mailing costs) and other costs associated with the preparation and submission of its bid including the submitted 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 Bids, 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 Schedules to Bid comprise the following:

## INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### **IB.1 Scope of Bid** 1.1 As per NIT

1.2 The successful Bidder will be expected to complete the Works within the time specified in the **Bidding Data**.

#### **IB.2 Source of Funds**

The Employer has applied for/received a funding from the source(s) in various currencies towards the cost of the project specified in the **Bidding Data** and it is intended that part of the proceeds of this funding will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

#### **IB.3 Eligible Bidders**

Bidding is open to all firms and persons meeting the following requirements:-

This Invitation for Bids is open to all Bidders meeting the following requirements at the time of submission of Bids and thereafter:

- (a) Duly eligible for this bidding process;
- (b) Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works in the relevant field of specialization.

However, a Foreign Constructor can submit provisional license with its Bid but the Foreign Constructor will be required to submit standard license after award of Contract and before start of work.

Foreign Constructor shall not be eligible to participate in bidding individually. Foreign Constructor shall enter into joint venture with Pakistani Constructor registered with the Pakistan Engineering Council in equivalent/compatible category and submit the joint venture agreement to the Employer before participating in bidding in accordance with PEC Construction and Operation of Engineering Works Bye-laws, 1987;

- (c) Pakistani Constructor must be on Active Taxpayer List of the Federal Board of Revenue and provincial revenue authority/ board where applicable; and
- (d) All partners constituting the Bidder including proposed subcontractors do not appear in the list of debarred/blacklisted firms and individuals on the websites of PEC and Federal & Provincial Procurement Regulatory Authorities and have not been declared debarred/blacklisted by foreign country, international organizations or other foreign institutions.





- IB.4 Eligible Materials, Equipment and Services**
- All materials, equipment and services to be supplied under this Contract shall have their origin in eligible countries described under paragraph 4.4 hereunder.
- For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- The origin of Goods and Services is distinct from the nationality of the Bidder.
- Eligible countries to participate in this bidding process are those which have been notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL); information can be accessed through following link:
- <http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>
- IB.5 One Bidder**
- Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than alternatives pursuant to Clause IB.17) will be disqualified.
- IB.6 Site Visit**
- 6.1 the Bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid and enter in to contract for construction of the Works. All cost in this respect shall be at the Bidder’s own expense.
- The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.
- B. BIDDING DOCUMENTS**
- IB.7 Contents of Bidding Documents**
- 7.1 The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9:

1. Instructions to Bidders;
2. Bidding Data;
3. Evaluation Criteria and Qualification Updating Forms;
4. General Conditions (GC);
5. Particular Conditions (PC):
  - Part A-Contract Data;
  - Part B-Special Provisions;
6. Specifications (SP):
  - Part A-Specific Provisions;
  - Part B-Technical Provisions;
7. Letter of Bid;
8. Schedules to Bid;
9. Standard Forms:
  - (i) Form of Bid Security;
  - (ii) Letter of Acceptance;
  - (iii) Form of Contract Agreement;
  - (iv) Form of Performance Security;
  - (v) DAAB Agreement;
  - (vi) Form of Mobilization Advance Guarantee;
10. Drawings.

7.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

**IB.8 Clarification of Bidding Documents, Pre-Bid Meeting**

- 8.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than the period specified in the **Bidding Data**, prior to the deadline for submission of bids.
- 8.2 Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.
- 8.3 The Employer may, on his own or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, are as stipulated in the **Bidding Data**. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 8.4 The Bidders are requested to submit questions, if any, in Writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.



Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub- Clause IB.7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**IB.9 Amendment  
of Bidding  
Documents**

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.

Any addendum thus issued shall be part of the Bidding Documents listed in Sub-Clause IB.7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.

Such addendum shall be issued not later than number of days prior to the deadline for submission of bids, specified in the **Bidding Data**. To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20.

**C. PREPARATION OF BIDS**

**IB.10 Cost of  
Bidding**

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

**IB.11 Language  
of Bid**

The Bid and all correspondence and documents related to the Bid exchanged by a Bidder and the Employer shall be in the Bid language stipulated in the **Bidding Data** and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by duly certified translation of the relevant parts in the Bid language, in which case, for purposes of evaluation of the bid, the translation in Bid language shall prevail.

Each Bidder shall:

**IB.12 Documents  
Comprising  
the Bid**

- (a) submit duly filled in, signed and stamped Letter of Bid and completed Schedules to Bid as required, including priced Bill of Quantities, in accordance with Clause IB.18 hereof;

- (b) submit Bid Security in accordance with Clause IB.16 hereof;
- (c) submit alternative proposal, if permissible in accordance with Clause IB.17;
- (d) submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature;
- (e) submit the Qualification Updating Forms duly filled in, signed and stamped along with requisite attachments, to establish that the Bidder continues to meet the Eligibility and Qualification Criteria set out in the Pre-Qualification Documents and as provided in the Section "Evaluation Criteria and Qualification Updating Forms";
- (f) furnish a technical proposal taking into account the various Schedules to Bid, specially the following:
  - Schedule-C to Bid, Proposed Construction Schedule;
  - Schedule-D to Bid, Method of Performing the Work;
  - Schedule-E to Bid, List of Major Equipment;
  - Schedule-F to Bid, Organization Chart for Supervisory Staff;
  - And other pertinent information, such as mobilization programme, etc.

Bids submitted by a joint venture of two (2) or more firms specified in **Bidding Data**, shall comply with the following requirements:

- (a) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the



Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation and corresponding duties & responsibilities of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments/modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

- 12.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause IB.1.2 hereof.

### **IB.13 Bid Prices**

- 13.1 The price and discount if any quoted by the Bidders in the Letter of Bid and in the Bill of Quantity shall conform to the requirement specified below:
- 13.2 The Bidders shall quote any discounts and the methodology for their application.
- 13.3 If bids are being invited for individual lots (contracts) or for any combination of lots, the Bidders can offer discounts for the individual lots (contracts) as well as for award of more than one Contract and shall specify in their bid.
- 13.4 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause IB.1.1 hereof, based on the unit rates and/or prices.
- 13.5 The Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 13.6 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.



Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed/deducted as per Sub Clause 13.6 [*Adjustment for Changes in Laws*] of the Conditions of Contract.

- 13.7 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Sub-Clause 13.7 [*Adjustments for Changes in Cost*] of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Schedule-A to Bid, and shall submit with their bids such other requisite supporting information if required under the said Schedule.

#### **IB.14 Currencies Of Bid and Payment**

The unit rates and the prices shall be quoted by the Bidder entirely PKR.

A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent PKR.

The rates of exchange to be used by the Bidder for currency conversion shall be the TT Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date twenty eight (28) days prior to the deadline for submission of bids. Such rates shall be notified by the Employer not later than fourteen (14) days prior to the deadline for submission of Bids.

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

#### **IB.15 Bid Validity**

- 15.1 Bid shall remain invalid for the period stipulated in the **Bidding Data** after the date of Bid Opening specified in Clause IB.23.

- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the Bidder extend the period of validity for a specified additional period which normally may not be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.16 in all respects.

#### **IB.16 Bid Security**

- 16.1 Each Bidder shall furnish, a part of his bid, a Bid Security in Original form in the amount stipulated in the **Bidding Data** in PKR or an equivalent amount in a freely convertible currency.



- (a) The Bid Security shall be, at the option of the Bidder, in the form of Call Deposit Receipt (CDR)/ Pay Order or a Security issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the **Bidding Data** and rated by PACRA/VIS of rating as provided in Table below in favor of the Employer valid for a period 14 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture or Lead/ either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

Bid Price (In Eq. million PKR)	Minimum Rating of Insurance Companies
Upto 1000	A(+)
1001 tonolimit	AA
<i>[Note: Insurance Company includes Joint Ventures of Insurance Companies also]</i>	

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

The Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder requests for the return of its Bid Security, or upon the expiry of original validity of Bid Security or as extended, whichever is earlier.

The Bid Security of the lowest three Bidders including the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security.

The Bid Security may be forfeited:

- if the Bidder withdraws his bid except as provided in Sub Clause IB.22.1;
- if the Bidder does not accept the correction of his Bid Price pursuant to Sub Clause IB.28.2 hereof; or
- in the case of successful Bidder, fails to furnish the required Performance Security.
- In case of annulment, all Bids submitted and specially, Bid securities, shall be returned to the Bidders within 14 days of annulment.

#### **IB.17 Alternative Proposals by Bidder**

Unless otherwise specified in the **Bidding Data**, alternative proposal(s) shall not be considered.

Should any Bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his Bid to be submitted in strict compliance with the Bidding Documents, submit any alternative proposal(s) containing

(a) relevant design calculations; (b) technical specifications; (c) Proposed construction methodology; and (d) any other relevant details/conditions, provided always that the total sum entered on the Letter of Bid shall be that which represents complete compliance with the Bidding Documents.

- 17.3 Alternative proposal(s), if any, of the Bidder having submitted most advantageous Bid only may be considered by the Employer as the basis for the award of Contract to such Bidder.

#### **IB.18 Format and Signing of Bid**

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All Schedules to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Letter of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the Bid may be rejected.
- 18.4 Each Bidder shall prepare by filling in the forms completely and without alterations one (1) original and number of copies, specified in the **Bidding Data**, of the documents comprising the Bid as described in Clause IB.12 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- The Bidder shall also provide complete searchable PDF versions as well as Word, Excel, etc., versions of the Bid if so required in the **Bidding Data**.
- 18.5 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause IB.12.1(d) hereof. All pages of the Bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents and the Bid as their file copy.
- 18.9 All documents executed outside Pakistan required to be submitted with the Bid must be certified by Pakistani Embassy in the respective country(ies).

## D. SUBMISSION OF BIDS

### IB.19 Sealing and Marking of Bids

Each Bidder shall submit this Bid as under:

- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub Clause IB.19.2 hereof.

The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address provided in the **Bidding Data**;
- (b) bear the specific identification of this bidding process specified in the **Bidding Data**; and
- (c) Provide a warning not to open before the time and date for bid opening, as specified in the **Bidding Data**.

In addition to the identification required in Sub-Clause IB.19.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21.

If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the **Bidding Data**.

### IB.20 Deadline for Submission of Bids

- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the Preparation and delivery of Bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but Not include in the sealed Bid envelope.
- (d) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.

The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

**IB.21 Late Bids**

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

**IB.22 Modification, Substitution and Withdrawal of Bids**

Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

The modification, substitution, or notice for withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

No Bid may be modified by a Bidder after the deadline for submission of Bids except in accordance with Sub Clauses IB.22.1 and 28.2.

Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Letter of Bid may result in forfeiture of the Bid security in pursuance to Clause IB.16.

**E. BID OPENING AND EVALUATION****IB.23 Bid Opening** 23.1 The Employer will open the Bids including withdrawals,

Substitution and modifications made pursuant to Clause IB.22, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the **Bidding Data**. The Bidders' representatives who are present shall sign a register evidencing their attendance.

Envelopes marked "MODIFICATION", "SUBSTITUTION"

Or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened. Only bids that are opened and read out at Bid opening shall be considered further.

The Bidder's name, total Bid Price and price of any alternative proposal(s), any discounts, Bid modifications, substitution and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of Bids. Only discounts and alternative proposals



Read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Summary Bill of Quantities are to be initialed by representative(s) of the Employer attending Bid opening. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with Sub-Clause IB 21.1).

The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with the Sub-Clause IB.23.3.

**IB.24 Process to be  
Confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of the result of Bid evaluation in the form of final evaluation report giving justification for acceptance or rejection of Bids which shall be done at least fifteen (15) days prior to award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the Bids evaluated. Any effort by a Bidder to influence the Employer's processing of Bids or Contract award decisions may result in the rejection of such Bidder's Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than five (5) days after the announcement of the final evaluation report.

**IB.25 Clarification of  
Bids**

To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates and lump sum prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause IB.28.

The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omitting any material information required to be submitted in accordance with the Bidding Documents.

If a Bidder does not provide clarifications of its Bid by the date and time set reasonably (not less than seven (7) days) in the Employer's request for clarification, the Employer may proceed with the evaluation based on the information submitted in the Bid without waiting for the Bidder's response.

**IB.26 Examination of  
Bids and  
Determination  
of  
Responsiveness**

Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.

The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in Sub-Clause IB.12.

A substantially responsive Bid is one which meets the requirements of the Bidding Documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one that,

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality or performance of the Works; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

The Employer shall examine the technical aspects of the Bid submitted in accordance with Sub-Clause IB.12.1 (f), in particular, to confirm that all requirements stated in Specifications have been met without any material deviation, reservation or omission.

If a Bid is not substantially responsive to the requirements of the Bidding Documents, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation, reservation or omission.

**IB.27 Nonmaterial  
Nonconformities**

Provided that a Bid is substantially responsive, the Employer may waive any nonconformity in the Bid.

Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or





documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by other lowest two evaluated substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use a suitable CSR, adjusted to the date 28 days earlier to the Bid submission date or its best assessment.

**IB.28 Correction of Arithmetic Errors**

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- (c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

The amount stated in the Letter of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid security shall be forfeited in accordance with Sub Clause IB.16.6(b) hereof.

**IB.29 Evaluation and Comparison of Bids**

The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

In evaluating and comparing the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for arithmetic errors pursuant to Clause IB.28;

- (b) price adjustment due to discounts offered in accordance with Sub-Clause IB.23.3;
- (c) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced day work;
- (d) making an appropriate price adjustment for any quantifiable nonmaterial nonconformities in accordance with Sub-Clause IB.27.3; and
- (e) the additional evaluation factors are specified in Section Evaluation Criteria and Qualification Updating Forms.

The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bids' comparison.

### **IB.30 Abnormally Low Bids**

If the Bid Price of the successful Bidder is more than 15% below the lower of the Employer's estimate of the cost of work to be performed under the Contract or average of other lowest two evaluated substantially responsive Bids, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require an additional Performance Security by 10% of the difference of the Bid Price as determined hereinabove up to issuance of Taking Over Certificate at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The Bids having Bid Price lower than 25% shall be liable to be rejected.

### **IB.31 Unbalanced or Front Loaded Bids**

If the Bid of the successful Bidder is seriously unbalanced (Front Loaded) in relation to the average of other evaluated substantially responsive Bids, the Employer during execution of contract may pay against measured quantities of significantly higher quoted line item(s) rate(s) with respect to same line item(s) rate(s) determined from the average of other lowest two evaluated substantially responsive Bids as instructed by the Engineer. The balance line item(s) rate(s) may be paid against the same measured quantities at the time of issuance of Taking Over Certificate or as instructed by the Engineer.

## **F. AWARD OF CONTRACT**

### **IB.32 Award Criteria**

32.1 Subject to Clauses IB.33 and IB.39, the Employer will award the Contract to the Bidder whose Bid has been determined as most advantageous Bid (substantially responsive to requirements of the Bidding Documents with the lowest evaluated Bid Price).



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- IB.33 Employer's Right to Annul the Bidding Process**
- 33.1 Notwithstanding Clause IB.32, the Employer reserves the right to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation.
- The Employer shall upon request communicate to any Bidder who submitted a Bid, the grounds for its rejection of all Bids but is not required to justify those grounds. Rejection of all Bids shall be notified to all Bidders promptly.
- IB.34 Notification of Award**
- 34.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Accepted Contract Amount").
- The Letter of Acceptance will also state the remedies with respect to Sub-Clauses IB.30 & IB.31 if applicable.
- 34.2 No negotiation with the Bidder having submitted most advantageous Bid or any other Bidder shall be permitted, however, Employer may have clarification meetings before issuing Letter of Acceptance to get clarified any item in the Bid evaluation report.
- 34.3 The Letter of Acceptance/ notification of award and its acknowledgement/acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.
- 34.4 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities in accordance with Sub-Clause IB.16.5.
- IB.35 Performance Security**
- 35.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract and additional Performance Security if applicable under IB.30 as stated in the Letter of Acceptance, within a period of 28 days after the receipt of Letter of Acceptance.
- 35.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.35.1 or Clauses IB.36 or IB.37 shall constitute sufficient grounds for the annulment of the award, forfeiture of the Bid security and toward the Contract to the Bidder having submitted next advantageous Bid.
- IB.36 Signing of Contract Agreement**
- 36.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will notify the successful Bidder to depute its representative with appropriate Power of Attorney to sign the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

36.2 The formal Agreement between the Employer and the successful Bidder shall be executed within 14 days of the receipt of the above stated notification by the successful Bidder from the Employer.

**IB.37 Integrity Pact 37.1** the Bidders shall sign and stamp the Integrity Pact provided at Schedule-J to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding PKR ten million. Failure to provide such Integrity Pact shall make the Bidder non-responsive.

**IB.38 Instructions Not Part of Contract** Bids shall be prepared and submitted in accordance with the Instructions to Bidders which are provided to assist the Bidders in preparing Bids but do not constitute part of the Contract.

**IB.39 Corrupt and Fraudulent Practices** The Employer will reject a Bid if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract under this bidding.

The Employer will blacklist and hence forthwith debar a Constructor or individual, at any time, in accordance with the prevailing Public Procurement Rules 2004.

# **BIDDINGDATA(BD)**



## BIDDINGDATA

### Instructions to Bidders

#### Clause Reference

#### 1.1 Name of Procuring Entity

**Executive Engineer, Tube wells Irrigation Division Peshawar**

#### Brief Description of Works

**Annual Maintenance and Repair to Tube wells Irrigation Division Peshawar during 2025-26**

#### 5.1 (a) Procuring Entity's address:

**Executive Engineer, Tube wells Irrigation Division Peshawar**

#### (b) Engineer's address:

Executive Engineer, Tube wells Irrigation Division Peshawar  
Phone No. 091-9222731, Email: tidpeshawar001@gmail.com

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/manufacturer 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 BSD, Registration with KPRA, Enlistment with Irrigation 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:  
<https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/download> (Technical Specification on MRS 2024 1st Bi / BOQ )  
 Essential Material specification as per document at the following link are required:  
<https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/download> (Material Specification on MRS 2024 1st Bi / BOQ )

(b) Complete set of tentative technical specifications as per Approved PC-I/T.S/BOQ

#### 13.1 Amount of Bid Security

2% of Estimated Cost

& as per KPPRA Notification No. S.R.O. (14)/Vol: 1-24/2021-22:, Dated Peshawar, the 10<sup>th</sup> May 2024 /6058-71



**14.1 Period of Bid Validity**

90 Days

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

One original 01 copy.

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

Executive Engineer, Tube wells Irrigation Division Peshawar,

Phone No. 091-9222731, Email:tidpeshawar001@gmail.com

**15.1 Deadline for Submission of Bids**

As per NIT

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

Venue: Executive Engineer, Tube Wells Irrigation Division Peshawar,  
Warsak Road Kababian Peshawar.

Time: As per NIT

Date: As per NIT

**16.4 Responsiveness of Bids**

- (i) the Bid is valid till required period,
- (ii) the Bid Rates are firm during currency of contract (if it is a fixed Rate bid)
- (iii) completion period offered is within specified limits or as noted in NIT/BSD
- (iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification. (As per BSD)
- (v) the Bids are generally in order, etc.
- (vi) the bid will be received through courier as per NIT time, date and venue





# **EVALUATION CRITERIA AND QUALIFICATIONUPDATINGFORMS**



## EVALUATION CRITERIA AND QUALIFICATION UPDATING FORMS

### 1. General

This Section contains Eligibility and Qualification Criteria that the Employer shall use to evaluate Bids and qualify Bidders in accordance with Clauses IB.26 of Instructions to Bidders. The Bidder shall provide all the information requested in the relevant forms contained in Bidder's Qualification Updating Forms provided herein.

The information provided in the forms shall be substantiated with valid documentary evidences otherwise the requirement will not be considered as complied.

Wherever a Bidder is required to state a monetary amount, Bidders shall indicate the PKR equivalent using the rate of exchange determined as follows:

- For financial data - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

Exchange rates shall be taken from the publicly available source identified in the Sub-Clause IB.14.2. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

### 2. Domestic Preference

The Goods manufactured in Pakistan will be granted a margin of preference in accordance with Clause 3 of S.R.O.827 (I)/2001 dated December 3, 2001 issued by Ministry of Commerce, Government of Pakistan. Bidders claiming eligibility for domestic preferences should fill in for supply item only, all columns hereunder and provide necessary documentation to substantiate their claim.

Sr.No.	Description of Indigenous Goods	Unit	Qty	Total Price of Goods Ex-Factory (PKR)	Amount of Value Addition (PKR)	Domestic Value Added in the Manufacturing Cost As Percentage of Ex-Factory Price
1	2	3	4	5	6	7



### 3. Evaluation (IB 29.2(e))

In addition to the criteria listed in IB 29.2(a)-(d) the following criteria shall apply:

#### **Assessment of adequacy of Technical Proposal with Requirements**

**Multiple Contracts**, if permitted under Sub-Clause 1.1 of Bidding Data, will be evaluated as follows:

##### Award Criteria for Multiple Contracts

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

##### Qualification Criteria for Multiple Contracts

This Section describes criteria for qualification for each lot (contract). For multiple lots (contracts) the criteria for qualification is aggregate minimum requirement for respective lots.

**Price Adjustments**, if permitted under IB.29.2(d), will be evaluated as follows:

#### (a) Price Adjustment for Completeness in Scope of Work

In case of omission in the scope of work of a quoted item, no price adjustment for the omitted item(s) shall be applied provided that the Bidder has mentioned in his Bid that the same is covered in any other item. Otherwise the adjustments will be applied for comparison purpose only, taking the average price quoted by other lowest two evaluated substantially responsive Bidders in their original Bids for corresponding item. In case of non-availability of price from other Bidders, the price will be estimated by the Employer from a suitable CSR, adjusted to the date 28 days earlier to the Bid submission date or the Employer shall use its best assessment.

The price adjustment shall not justify any additional payment by the Employer and the price(s) of omitted item(s) shall be deemed covered by other prices of the Bill of Quantities.

#### (b) Price Adjustment for Technical/Commercial Non-Compliance

The cost of making good any deficiency resulting from technical/commercial non-compliance will be added to the Corrected Total Bid Price for comparison purpose only.

The adjustments will be applied taking the average price quoted by other lowest two evaluated substantially responsive Bidders in their original Bids for corresponding item. In case of non-availability of price from other Bidders, the price will be estimated by the Employer in accordance with sub-para (a) hereof.

### **Bidders Qualification Updating Forms**

To establish its qualification to perform the contract in accordance with Section (Evaluation Criteria and Qualification Updating Forms) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.



**Form ELI-1.1****Bidder Information Form**

Date: \_\_\_\_\_  
Bid Reference No. (if any) and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's country of registration: <i>[indicate country of Constitution]</i>
Bidder's year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents, in case of JV, JV agreement, in accordance with Sub-Clause IB 3.1.



**Form ELI-1.2****Bidder's JV Information Form  
(to be completed for each member of Bidder's)**

Date: \_\_\_\_\_  
Bid Reference No. (if any) and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
Member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____





**Form CON – 1****Pending Litigation**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

Bid Reference No. (if any) and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Pending Litigation, in accordance with Eligibility and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Eligibility and Qualification Criteria, Sub-Factor 2.1. <input type="checkbox"/> Pending litigation in accordance with Eligibility and Qualification Criteria, Sub-Factor 2.1 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Eq. PKR (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	



**Form FIN-3.1:**  
**Financial Situation and Performance**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

Bid Reference No. (if any) and title: \_\_\_\_\_

Page \_\_\_\_\_ of

\_\_\_\_\_ pages

**1. Financial data**

Type of Financial information in (currency)	Historic information for last year, (amount in currency, currency, exchange rate*, Eq. PKR)
Statement of Financial Position (Information from Balance Sheet)	
Total Assets (TA)	
Total Liabilities (TL)	
Total Equity/Net Worth (NW)	
Current Assets (CA)	
Current Liabilities (CL)	
Working Capital (WC)	
Information from Income Statement	
Total Revenue (TR)	
Profits Before Taxes (PBT)	
Cash Flow Information	
Cash Flow from Operating Activities	

\*Refer to IB 14.2 for the exchange rate

**2. Financial documents**

The Bidder and its parties shall provide copies of financial statements for last year pursuant to Eligibility and Qualification Criteria, Sub-factor 3.1. The financial statements shall:

- (a) Reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) Be independently audited or certified in accordance with local legislation.
- (c) Be complete, including all not est. other financial statements.
- (d) Correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements<sup>1</sup> for the last year required above; and complying with the requirements for this should be justified



**Form FIN- 3.2:****Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

<b>No.</b>	<b>Source of financing</b>	<b>Amount (Eq. PKR)</b>
1		
2		
3		

**Form FIN- 3.3:****Current Contract Commitments/Works in Progress**

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

<b>Current Contract Commitments</b>					
<b>No.</b>	<b>Name of Contract</b>	<b>Employer's Contact Address, Tel, Fax</b>	<b>Value of Outstanding Work [Current. PKR]</b>	<b>Estimated Completion Date</b>	<b>Average Monthly Invoicing Over Last Six Months [Eq. PKR /month]</b>
1					
2					
3					
4					
5					



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# **LETTER OF BID AND SCHEDULE TO BID**





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## LETTER OF BID

Bid Reference No. \_\_\_\_\_  
[Name of Contract/Works]

To: \_\_\_\_\_  
\_\_\_\_\_

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Schedules to Bid including Bill of Quantities, Drawings and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the said Bidding Documents and Addenda for the sum of Equivalent PKR \_\_\_\_\_ (Eq. Pak Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said conditions.
2. We meet the eligibility requirements in accordance with IB.3.
3. We, including any Subcontractors for any part of the Contract, are not debarred/ blacklisted by the Employer, any Government/Semi Government/Public Department in Pakistan or foreign country, international organizations or other foreign institutions.
4. Our subcontractors or suppliers for any part of the Contract, if any, shall have nationalities from eligible countries, in accordance with IB.4.4.
5. We understand that all the Schedules attached hereto form part of this Bid.
6. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of PKR \_\_\_\_\_ (Pak. Rupees. \_\_\_\_\_) drawing your favour or made payable to you and valid for a period of \_\_\_\_\_ days beginning from the date Bids are opened.
7. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Contract Data.
8. We agree to abide by this Bid for the period of \_\_\_\_\_ days, inclusive of 14 days beyond Bid validity period (as mentioned at Sr. No. 6 above) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
9. 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.
10. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works.
11. We understand that you are not bound to accept the lowest or any Bid you may receive.
12. We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information or fake documents we shall be liable for punitive action under the Applicable Law.



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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_  
(Name of Bidder in Block Capitals) (Seal)

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Witness:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Occupation \_\_\_\_\_





## SCHEDULE OF ADJUSTMENT DATA

### Schedule of Cost Indexation

*[The Employer is to engage a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the Schedule of Cost Indexation. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]*

*[The formulae for price adjustments shall be of the following general type:]*

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

where:

“ $P_n$ ” is the adjustment multiplier to be applied to the estimated Contract value in the relevant currency of the work carried out in period “ $n$ ”, this period being a month;

“ $a$ ” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“ $b$ ”, “ $c$ ”, “ $d$ ”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“ $L_n$ ”, “ $E_n$ ”, “ $M_n$ ”, ... are the current cost indices or reference prices for period “ $n$ ”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“ $L_o$ ”, “ $E_o$ ”, “ $M_o$ ”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The weightings (coefficients) for each of the factors of cost stated in the following table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variation(s).

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be:  $Z_0 / Z_1$ , where,

$Z_0$  = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

$Z_1$  = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.



## SCHEDULE OF ADJUSTMENT DATA

**Table I. Local Currency (LC) For Bill Nos. \_\_\_\_\_**

*[In the Table below, the Bidder shall (a) indicate amount of local currency payment, and the Employer shall (b) enter the Index description and source of indices for the different elements of cost, and (c) derive weightings for local currency payment including nonadjustable fixed portion. PEC Standard Procedure and Formula for Price Adjustment (Second Edition), May, 2022 as amended time to time shall be applied for preparation of the following Table.]*

Index code	Index description	Source of index		Bidder's related currency amount	Weighting
(i)	Non-adjustable	—		—	A:
(ii)					B: _____
(iii)					C: _____
(iv)	<i>[The Employer to select “elements of price adjustment using PEC Standard Procedure and Formula for Price Adjustment (Second Edition), May, 2022 as amended time to time.]</i>				D: _____
(v)					E: _____
(vi)					F: _____
(vii)					G: _____
Total					1.00

## SCHEDULE OF ADJUSTMENT DATA

**Table II. Foreign Currency (FC) For Bill Nos. \_\_\_\_\_**

*[In the Table below, the Bidders shall (a) indicate amount of foreign currency payment, (b) indicate the source and base values of indices for the different foreign currency elements of cost, (c) Derive its proposed weighting of foreign currency payment, except the non-adjustable portion which will be filled in by the Employer.*

*If the Bidder wishes to incur in more than one foreign currency (up to two currencies permitted) then this table should be repeated for each foreign currency.]*

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
(i)	Non-adjustable	—	—	—		A: _____
(ii)						B: _____
(iii)						C: _____
(iv)						D: _____
(v)						E: _____
				Total		1.00



## SCHEDULE OF ADJUSTMENT DATA

**Table III. Foreign Currency Requirements**

*[With reference to Sub Clause IB.14.1, the Bidder shall provide information below on the proportion of various currencies in which he requires payment to be made. The Bidders shall also indicate Factors (inputs) related to the requirement of respective currencies.]*

Sr.No	Currency (name)	Percentage payable in currency	Factors (inputs) to which the Requirements Refer
1.	LC (Pak. Rs.)		* General Expenses Manpower, Local Staff, Expatriate Staff, Spare Parts, Fuel & Lubricants, Hydraulic Binder, Timber & Plywood, Additives & Protectives, Joints & Waterstops, Explosives-Fuses-Detonators, Re-Steel & Wire mesh, Metal Pipes & Fittings, Structural Steel, Miscellaneous Metals, Concrete Pipes, PVC Pipes, Build Materials, Sub-Contractor, Drilling & Grouting Sub-Contractor Third Party Supplies, Import Charges, General Expenses, Plants.
2.	FC1 (US\$ Dollar)		* Expatriate Staff, Spare Parts, Hydraulic Binder, Timber & Plywood, Additives & Protectives, Drilling Materials, Miscellaneous, Sub-Contractor, Import Charges, General Expenses, Plants.
3.	FC2 (EUR EURO)		* Expatriate Staff, Spare Parts, Additives & Protectives, Welding Materials, Miscellaneous, Electrical Sub-Contractor, Import Charges, General Expenses, Equipment, Plants.
<b>TOTAL</b>		<b>100.00</b>	

*[\*The above Factors (Inputs) related to the requirement of respective currencies, are for guidance only, and shall be indicated specific to the Contract.]*

## SCHEDULE OF ADJUSTMENT DATA

**Table IV. Summary of Payment Currencies**

*[In the Table below, the Bidder shall list the exchange rates used in the currency conversion with reference to Sub Clause IB.14.2.]*

Name of payment currency	a Amount of currency	b Rate of exchange (local currency per unit of foreign)	c Local currency equivalent $c = a \times b$	d Percentage of Total Bid Price (TBP) $\frac{100 \times c}{TBP}$
Local currency (Pak.Rs)		1.00		
FC1 _____				
FC2 _____				
Total Bid Price				100.00
Provisional sums expressed in local currency	<i>[To be entered by the Employer]</i>		<i>[To be entered by the Employer]</i>	
TOTAL BID PRICE (including provisional sum)				



## **BILLOFQUANTITIES**

### **A. Preamble:**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices as given in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices as given in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works, or the same shall be determined by the Engineer in accordance with Clause 13, General Conditions.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub- Clause 13.4 of General Conditions of Contract.
8. The following abbreviations for units have been used in Bill of Quantities:

	<b>Units</b>	<b>Abbreviations</b>
CubicMeter	=	cum
SquareMeter	=	sqm
Kilogram	=	kg
ProvisionalSum	=	PS
Lump-Sum	=	LS

Sr. #	Scheme Name	Discharge (IGPH)	Total Dynamic Head (Feet)	Pump Setting (Feet)	Water Horse Power (WHP) / Hydraulic Power	Pump Efficiency (%) ( 75% -- 80% )	Motor Efficiency (%)	Shaft Power (HP)	BREAK HOURSE POWER (BHP with 20% safety factor)	Say Motor Horse Power	Motor Basic Input Power (Watt)	PV De-rating Factor (%) (50%)	Total PV Power (Watt) with Safety Factor	PV Generator Peak Power (Watts)				Motor Model Make, & HP	Pump Model, Make, HP & DN	Inverter Make, Model & K.Watt	PV Module Make & Watt
4	Zareen Abad in District Charsadda	10000	180	300										No of String in Parallel	No of String in Series	Single PV Module Size (Watts)	Total PV Generation				



Work No.4						
Bill of Quantity						
Name of Work:-		Rehabilitation of Irrigation Tubewells / Lift Irrigation Schemes & Solarization in TubewellIrrigationDivisionPeshawarADPNo.1769/160282during2025-26.				
Sub Work:-		Rehabilitation / Improvement and construction of Irrigation infrastructure at requiredplaces(Augmentation/IrrigationTubewell)inTubewellIrrigation Division Peshawar at Bela Pirpai in District Nowshera (Solar Work).				
Design: Pump Head=140’PumpSetting=140’Discharge=14000iGPH						
S. No	Item Code	Item Name	Unit	Qty	Price	Total
1.	24-93-d	Supply & Installation, testing and commissioning of Solar Submersible Pump (ISO - 9906 Certified) coupled with Submersible rewind-able Electric Motor with AC winding and all accessories like Solar Pump Controller, du/dt filter Complete in all accessories including cooling jackets, NRV, Pressure Gauge, Sluice valves (02 Nos) except column pipe and power cable for discharge greater than 3000 iGPH and output capacity greater than 06 WHP and up to 10 WHP (As per Approved Technical Specifications)	WHP	9.9	93281.02	923482.098
2.	24-95-d	Supply & Installation, testing and commissioning of complete Solar PV Generator including A-Grade Mono Crystal line PV Modules, Fixed Mounting Structure and Foundation Civil work, Junction Boxes, Fuses, DC Breakers, Wiring complete upto Solar Pump Inverter, sized at a sizing factor of 1.75 capable of operating its intended solar pump having discharge greater than 3000 I GPH and output capacity greater than 06 WHP and up to 10 WHP (As per Approved Technical Specifications)	WHP	9.9	198185.3	1962034.47
3.	24-56-a	Supply and Fixing MS Column pipe with flanges for submersible pump : 4" ( 100 mm) Nominal Pipe Size (NPS), 3/16" thick, 10' length	Mtr	49	4388.97	215059.53
4.	24-50-c-01	Supply and installation of Submersible Flat Cable made of99.9%copper, coated with double PVC as per BSS Standards, 3x10 mm2	Mtr	52	1,423.64	74,029.28
	Total:-					3174605.378
	Rs. In Million					3.17

Any other item of work crop up during execution will be paid on MRS-2024 1st BI Annual. The Quantities are liable to be increased or decreased during execution.

Contractor Premium S.I.....% Above / Below

Sub Divisional Officer,  
Tubewells Irrigation Sub  
Division, Peshawar

Contractor Premium N.S.I.....% Above / Below

.

Contractor Signature.....

Sub Engineer



BILL OF QUANTITIES FOR SOLAR ENERGY BASED SCHEMES/ PROJECTS/ WORKS ETC				
Name of Work:				
S.No.	Item Description	Units Rate (Rs.) Including Installation Price (A)	Quantity (B)	Total Amount (Rs.) (AXB)
1.				
2.				
3.				
4.and so on				
<b>TOTAL AMOUNT (RS.)</b>				
Note: - Following information is to be provided by the bidder, otherwise bid shall be declared as non-responsive. (Must be duly supported by evidence of exemption.)				
Amount Exempted from Federal GST(PKR)				
Amount Chargeable to % Federal (FBR) Sales Tax on Goods (PKR)				
Amount Chargeable to % Provincial (KPRA) Sales Tax on Services (PKR)				
Provincial (KPRA) Sales Tax on Services @ % (PKR)				
Any other applicable Tax(PKR)				
<b>TOTAL AMOUNT (RS.)</b>				

\_\_\_\_\_  
Engineer Incharge /Authorized Person  
with Seal

\_\_\_\_\_  
Contractor  
With Seal



**1. The Bill of Quantities contains the following Bills and Schedule Bill**

- No. 1 - General Items
- Bill No. 2 - Earthworks
- Bill No. 3 - Culverts and Bridges
- Bill No. 4 - Subsurface Drains
- Bill No. 5 - Miscellaneous Items
- Bill No. 6 - Electrical and Mechanical Plant (Supply Items) to be Imported from Abroad
- Bill No. 7 - Imported Electrical and Mechanical Plant (Supply Items) Purchased from Local Market
- Bill No. 8 - Electrical and Mechanical Plant (Supply Items) Indigenously Manufactured
- Bill No. 9 - Electrical and Mechanical Works (Transportation, Erection, Testing & Commissioning)

Daywork Schedule

Summary of Bill of Quantities

**2. Bidders shall price the Bill of Quantities in Pak. Rupees (PKR) only.**



## CONSTRUCTIONSCHEDULE

Pursuant to Sub-Clause 8.3 of the General Conditions, the whole of the Works, and each Section (if any), shall be completed within the Time for Completion for the Works or Section (as the case may be) stated as hereunder and mentioned in Contract Data:

Description	Time for Completion(days)
a) WholeWorks	
b) SectionA	
c) SectionB	
d) _____	
e) _____	

*[The Bidder shall provide, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the wholeoftheWorksand Sections of the Worksmaymeet Employer'scompletion targets in days noted above and counted from the Commencement Date (Attach sheets asrequired for the specified form of Construction Schedule)]*



## **METHOD OF PERFORMING THE WORK**

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

1.     **Organization Chart:**

*Shall indicate head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.*

2.     **Mobilization:**

*In Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.*

3.     **Method of executing the Works:**

*The procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]*



## LIST OF MAJOR EQUIPMENT

*[The Bidder will provide on Sheet E-2 of this Schedule a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment.]*

*The Bidders shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Sheet E-3.]*



## LIST OF MAJOR EQUIPMENT

Owned, Purchased or Leased

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



## LIST OF MAJOR EQUIPMENT

### Equipment details

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicates source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	
The following information shall not be applicable for equipment owned by the Bidder		
Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental/lease/manufacture agreements specific to the project	

*[This Table shall be used for each item of Equipment separately]*





**ORGANIZATION CHART  
FOR THE  
SUPERVISORY STAFF AND LABOUR**



### **LIST OF SUBCONTRACTORS**

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

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

<b>Part of Works (Give Details)</b>	<b>Subcontractor (With Complete Address)</b>
<b>1</b>	<b>2</b>



### ESTIMATED PROGRESS PAYMENTS

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

Quarter	Amounts (1,000PKR)
1	2
1 <sup>st</sup>	
2 <sup>nd</sup>	
3 <sup>rd</sup>	
4 <sup>th</sup>	
5 <sup>th</sup>	
6 <sup>th</sup>	
7 <sup>th</sup>	
8 <sup>th</sup>	
9 <sup>th</sup>	
<b>Bid Price</b>	



## CONSTRUCTION CAMP AND HOUSING FACILITIES

*[The Bidder in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.*

*The Bidders shall list to explain his plans for providing these facilities for the service of the Contract as follows:*

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

**Note:**

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



**INTEGRITY PACT**  
**DECLARATION OF FEES, COMMISSION AND BROKERAGE, ETC.**  
**PAYABLE BY THE BIDDERS/CONTRACTORS OF GOODS, SERVICES & WORKS IN**  
**CONTRACTS WORTH PAK.RS.10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder/Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Bidder/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Employer: .....  
Signature: .....  
[Seal]

Name of Bidder/Contractor: .....  
Signature: .....  
[Seal]





# STANDARDFORMS







BS-1

**FORM OF BID SECURITY**

Security Executed on \_\_\_\_\_  
(Date)

Expiry on \_\_\_\_\_  
(Date)

Name of Surety with Address: \_\_\_\_\_

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security PKR \_\_\_\_\_ (Pak Rupees \_\_\_\_\_)

Bid Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto \_\_\_\_\_ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for \_\_\_\_\_  
(Particulars of Bid) to the said Employer; and

- (1) WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under: that the Bid Security shall remain in force for a period fourteen (14) days beyond the Bid Validity date i.e., upto \_\_\_\_\_.
- (2) that the Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder request for the return of its Bid Security, or on the expiry of original validity of Bid Security or as extended, whichever is earlier;
- (3) that the Bid Security of the lowest three Bidders comprising the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security; and
- (4) that in the event of failure of the successful Bidder to furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to IB.16 and IB.35 of the Instructions to Bidders for the successful Bidder's failure to perform.

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



**BS-2**

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

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

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

SURETY  
(Schedule Bank/Insurance Company)

WITNESS:

Signature \_\_\_\_\_

1. \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

Title \_\_\_\_\_  
Corporate Guarantor (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address



PS-1

**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) with  
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 in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Procuring Entity) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Entity, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

\_\_\_\_\_ (Name of Project).

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

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

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

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Guarantor (Bank)

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)



LOA-1

## Letter of Acceptance

[letterhead paper of the Employer] NAME OF CONTRACT: \_

CONTRACT NUMBER: \_\_\_\_\_

TO: \_\_\_\_\_

Date:

\_\_\_\_\_

Your Reference: \_\_\_\_\_

Our Reference: \_\_\_\_\_

We thank you for your Bid dated \_\_\_\_\_ for the execution and completion of the Works comprising the above-named Contract and remedying of defects herein, all in conformity with the terms and conditions contained in the Contract.

We have pleasure in accepting your Bid for the Accepted Contract Amount of:

\_\_\_\_\_

[currency and amount in figures]

\_\_\_\_\_

[currency and amount in words]

In consideration of you properly and truly performing the Contract, we agree to pay you the Accepted Contract Amount or such other sums to which you may become entitled under the terms of the Contract, at such times and as prescribed by the Contract.

We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we undertake to fulfil all our obligations and duties in accordance with the terms of this Contract.

Signature: \_\_\_\_\_

Signed by: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_



CA-1

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ between \_\_\_\_\_ (hereinafter called the “Employer”) of the one part and \_\_\_\_\_ (hereinafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works, viz., \_\_\_\_\_ Should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed 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, in the order of priority, 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:
  - a) This Contract Agreement;
  - b) The Letter of Acceptance;
  - c) The Letter of Bid;
  - d) The Particular Conditions Part A-Contract Data;
  - e) The Particular Conditions Part B-Special Provisions;
  - f) The General Conditions;
  - g) The Specifications Part A-Specific Provisions;
  - h) The Specifications Part B-Technical Provisions;
  - i) The Drawings;
  - j) The Completed Schedule to Bid including Schedule of Prices;
  - k) The JV Undertaking (if the Contractor is a JV); and
  - l) *[Employer to insert any other documents forming part of the Contract]*

The addenda/corrigenda, if any, (Excluding part relating to Instructions to Bidders along with Bidding Data) shall be deemed to have been incorporated at the appropriate places in the “Documents forming the Contract”.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



INWITNESSWHEREOFthepartiesheretohavecausedthisAgreementtobeexecutedontheday,  
monthandyearfirstbeforewritteninaccordancewiththeirrespectivelaws.

\_\_\_\_\_  
SignatureofContactor

\_\_\_\_\_  
SignatureofEmployer

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name, Title and Address)

\_\_\_\_\_  
(Name, Title and Address)



DAAB-1

## DAABAgreement

*[All italicised text and any text within square brackets (except sub-clause headings) in this form of agreement is for use in preparing the form and should be deleted from the final product].*

Name and details of the Contract \_\_\_\_\_  
\_\_\_\_\_

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ [month], \_\_\_\_\_ [year], between

Name and contact details of the Employer \_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (email/other contact details);

Name and contact details of the Contractor \_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (email/other contact details);

Name and contact details of the DAAB Member \_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (email/other contact details);

(“DAAB Agreement”)

Whereas:

- A. the Employer and the Contractor have entered (or intend to enter) into the Contract;
- B. under the Contract, the “DAAB” or “Dispute Avoidance/Adjudication Board” means the sole member or three members (as stated in the Contract Data of the Contract) so named in the Contract, or appointed under Sub-Clause 21.1 [Constitution of the DAAB] or Sub-Clause 21.2 [Failure to Appoint DAAB Members] of the Conditions of Contract;
- C. the Employer and the Contractor desire jointly to appoint the above-named DAAB Member to act on the DAAB as:
  - a. the sole member of the DAAB, and where this is the case, all references to the “Other Members” do not apply; or
  - b. one of three members / chairman [delete the one which is not applicable] of the DAAB and, where this is the case, the other two persons are:





## DAAB-2

_____ (name)	_____ (name)
_____ (address)	_____ (address)
_____ (telephone)	_____ (telephone)
_____ (email/othercontactdetails)	_____ (email/ othercontact details)

the “Other Members”; and

D. the DAAB Member accepts this appointment.

**The Employer, Contractor and DAAB Member jointly agree as follows:**

1. The conditions of this DAAB Agreement comprise:
  - (a) Clause 21 [*Disputes and Arbitration*] of the Conditions of Contract, and any other provisions of the Contract that are applicable to the DAAB’s Activities; and
  - (b) the “General Conditions of Dispute Avoidance/Adjudication Agreement”, which is appended to the General Conditions of the “Conditions of Contract for Construction” Second Edition 2017 published by FIDIC (“GCs”), as amended and/or added to by the following provisions.
2. [Details of amendment to the GCs, if any. For example:  
In the procedural rules annexed to the GCs, Rule \_ is deleted and replaced by: “...”]
3. The DAAB Member shall be paid in accordance with Clause 9 of the GCs. The currency of payment shall be \_\_\_\_\_.  
  
In respect of Sub-Clauses 9.1 and 9.2 of the GCs, the amounts of the DAAB Member’s monthly fee and daily fee shall be:  
  
monthly fee \_\_\_\_\_ per month, and  
daily fee of \_\_\_\_\_ per day  
(or as otherwise set under Sub-Clause 9.3 of the GCs).
4. In consideration of the above fees, and other payments to be made to the DAAB Member in accordance with the GCs, the DAAB Member undertakes to act as DAAB Member in accordance with the terms of this DAAB Agreement.
5. The Employer and the Contractor shall be jointly and severally liable for the DAAB Member’s fees and other payments to be made to the DAAB Member in accordance with the GCs.
6. This DAAB Agreement shall be governed by the law of \_\_\_\_\_ (if not stated, the law that governs the Contract under Sub-Clause 1.4 of the Conditions of Contract).



## DAAB-3

SIGNED by:_____	SIGNED by:_____	SIGNED by:_____
Print name:_____	Print name:_____	DAAB Member
Title:_____	Title:_____	Title:_____
forandonbehalfoftheE mployer	forandonbehalfoftheCo ntractor	
inthepresenceof	inthepresence of	inthepresence of
Witness:_____	Witness:_____	Witness:_____
_____Name:_____	_____Name:_____	
_____Name:_____	_____Address:_____	
_____Address:_____	_____Address:_____	
_____	_____	_____
Date:_____	Date:_____	Date:_____



**MG-1**

**FORM OF MOBILIZATION ADVANCE GUARANTEE / BOND**

Not Applicable





# CONDITIONSOFCONTRACT



## CONDITIONSOFCONTRACT

TheConditionsofContractcomprisetwoparts:

- (a) GeneralConditions
- (b) ParticularConditions

### GeneralConditions

These Conditionsarethe“GeneralConditions”which formpartofthe“FIDICConditionsofContract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017Redbook,Reprinted2022withamendments)”publishedby:

InternationalFederationofConsulting Engineers  
(FédérationInternationaledesIngénieurs–Conseils)–(FIDIC) World  
Trade Center II - Geneva Airport  
P.O. Box 311  
CH-1215Geneva15 Switzerland  
Email:fidic@fidic.org,fidic.pub@fidic.org  
Website:https://fidic.org/bookshop

The successful Bidder after award of Works shall have to provide two (02) copies of abovesaid “GeneralConditions”forincorporationintheContract.



**PART II - PARTICULAR CONDITIONS OF CONTRACT**  
**(Mandatory Provisions not to be Amended / Substituted except as**  
**instructed by KPPRA)**

**1.1 Definitions**

(a) (i) The Procuring Entity is  
.....  
.....  
..... (Insert name along with his full address).

(a) (iv) The Engineer is  
.....  
..... (Insert name  
of the  
Firm/Company/Person nominated as Engineer along with his full address), or  
any other competent person appointed by the Procuring Entity, and notified to  
the Contractor, to act in replacement of the Engineer. Provided always that  
except in cases of  
Professional misconduct, the outgoing Engineers is to formulate his  
Certifications/ recommendations in relation to all outstanding matters, disputes  
and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

- (a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm  
or joint venture submitting a Bid or Tender.  
(b)(v) The following is added at the end of the paragraph:  
The word "Tender" is synonymous with "Bid" and the word "Tender  
Documents" with "Bidding Documents".

The following paragraph is added:

- (b)(ix) "Program" means the program to be submitted by the Contractor in  
accordance with Sub-Clause 14.1 and any approved revisions thereto.

- (e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to  
the Contractor for the execution and completion of the Works subject to such  
additions thereto or deductions therefrom as may be made and remedying of any  
defects therein in accordance with the provisions of the Contract.

**2.1 Engineer's Duties and Authority**

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

The Engineer shall obtain the specific approval of the Procuring Entity before

carrying out his duties in accordance with the following Clauses:

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 “Subcontracting”.
- (ii) Certifying additional cost determined under Sub-Clause 12.2 “Not Foreseeable Physical Obstructions or Conditions”.
- (iii) Any action under Clause 10 “Performance Security” and Clauses 21,23,24 & 25 “Insurance” of sorts.
- (iv) Any action under Clause 40 “Suspension”.
- (v) Any action under Clause 44 “Extension of Time for Completion”.
- (vi) Any action under Clause 47 “Liquidated Damages for Delay” or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vii) Issuance of “Taking Over Certificate” under Clause 48.
- (viii) Issuing a Variation Order under Clause 51, except:
  - a) in an emergency\* situation, as stated here below, or
  - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (ix) Fixing rates or prices under Clause 52.
- (x) Extra payment as a result of Contractor’s claims under Clause 53.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.
- (xii) Issuance of “Final Payment Certificate” under Sub-Clause 60.8.
- (xiii) Issuance of “Defect Liability Certificate” under Sub-Clause 62.1.
- (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 “Currency and Rate of Exchange”.

(Note: Procuring Entity may further vary according to need of the project)

\* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the



Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Procuring Entity.)

## **2.2 Engineer's Representative**

The following paragraph is added:

The Procuring Entity shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

The following Sub-Clauses 2.7 and 2.8 are added:

### **2.7 Engineer Not Liable**

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

### **2.8 Replacement of the Engineer**

"If the Procuring Entity intends to replace the Engineer, the Procuring Entity shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Procuring Entity shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Procuring Entity, with supporting particulars."

## **5.1 Language(s) and Law**

- (a) The Contract Documents shall be drawn up in the English language.
- (b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

## **5.2 Priority of Contract Documents**

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) The Particular Conditions of Contract – Part II;
- (6) The General Conditions – Part I;

- (7) The priced Bill of Quantities (Appendix-D to Bid);
- (8) The completed Appendices to Bid (B, C, E to L);
- (9) The Drawings;
- (10) The Specifications; and
- 11) \_\_\_\_\_ (any other).

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

The following Sub-Clauses 6.6 and 6.7 are added:

#### 6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

#### 6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

#### 10.1 Performance Security

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

- (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan [deleted]<sup>1</sup>.

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<sup>1</sup> Words "(c) an insurance company having at least AA rating from PACRA/JCR" deleted by KPPRA Notification

No. KPPRA/M&E/Estt:/1-4/2016 dated May 24, 2016.

The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor. The following Sub-Clause 10.4 is added

#### **10.4 Performance Security Binding on Variations and Changes**

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

#### **14.1 Program to be Submitted**

The program shall be submitted within 42 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- i) a Bar Chart identifying the critical activities.
- ii) a CPM identifying the critical path/activities.  
*(Procuring Entity to select appropriate one)*

#### **14.3 Cash Flow Estimate to be Submitted**

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

#### **14.5 Detailed Program and Monthly Progress Report**

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed program for the following:
  - (1) Execution of Works;
  - (2) Labour Employment;
  - (3) Local Material Procurement;
  - (4) Material Imports, if any; and
  - (5) Other details as required by the Engineer.
- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8 day of the following month, 5 copies each of Monthly Progress Reports covering:
  - 1) A Construction Schedule indicating the monthly progress in percentage
  - 2) Description of all work carried out since the last report;
  - 3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his program of inspection and testing;
  - 4) Monthly summary of daily job record;
  - 5) Photographs to illustrate progress; and

- 6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2 and 15.3 are added:

**15.2 Language Ability of Contractor's Representative**

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis. The Engineer / Procuring Entity, however, may relax conditions of the language from English to other local languages if deemed appropriate,

**15.3 Contractor's Representative**

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council. The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 16.3 and 16.4 are added:

**16.3 Language Ability of Superintending Staff of Contractor**

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer. The Engineer Procuring Entity, however, may relax conditions of the language from English to other local languages if deemed appropriate,

**16.4 Employment of Local Personnel**

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within KPK.

The following Sub-Clauses 19.3 and 19.4 are added:

**19.3 Safety Precautions**

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan and KPK with such modifications thereto as the Engineer

may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

#### **19.4 Lighting Work at Night**

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

#### **20.4 Procuring Entity's Risks**

The Procuring Entity's risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in KPK
  - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
  - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
  - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
  - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
  - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Procuring Entity of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
  - (i) could not have reasonably foreseen, or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:

- (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
- (b) insure against.
- (c)

#### 21.1 Insurance of Works and Contractor's Equipment

(Procuring Entity may vary this Sub-clause 1.1 (b))

#### **21.4 Exclusions**

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 para (a) (i) to (iv).

The following Sub-Clause 25.5 is added:

#### **25.5 Insurance Company**

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Procuring Entity.

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

#### **31.3 Co-operation with other Contractors**

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Procuring Entity at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

#### **34.2 Rates of Wages and Conditions of Labour**

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other Procuring Entities whose general circumstances in the trade or in industry in which

the Contractor is engaged are similar.

#### **34.3 Employment of Persons in the Service of Others**

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Procuring Entity or the Engineer; except with the prior written consent of the Procuring Entity or the Engineer, as the case may be.

#### **34.4 Housing for Labour**

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

#### **34.5 Health and Safety**

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

#### **34.6 Epidemics**

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

#### **34.7 Supply of Water**

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

#### **34.8 Alcoholic Liquor or Drugs**

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

#### **34.9 Arms and Ammunition**

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

#### **34.10 Festivals and Religious Customs**

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

#### **34.11 Disorderly Conduct**

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

#### **34.12 Compliance by Subcontractors**

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

The following Sub-Clauses 35.2 and 35.3 are added:

#### **35.2 Records of Safety and Health**

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

#### **35.3 Reporting of Accidents**

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

The following Sub-Clause 36.6 is added:

#### **36.6 Use of Pakistani Materials and Services**

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan preferably in KPK provided such materials, supplies, plant, equipment and services shall be of required standard.

#### **41.1 Commencement of Works**

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.



The following Sub-Clause 47.3 is added:

**47.3 Bonus for Early Completion of Works**

The Contractor shall in case of earlier completion for either whole or part(s) of the Works pursuant to Sub-Clauses 48.1 and 48.2(a) respectively of the General Conditions of Contract, be paid bonus up-to a limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages prescribed in Appendix-A to Bid

“Special Stipulations”.

**48.2 Taking Over of Sections or Parts**

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid “Special Stipulations”.

**51.2 Instructions for Variations**

At the end of the first sentence, after the word “Engineer”, the words “in writing” are added.

**52.1 Valuation of Variations**

In the tenth line, after the words “Engineer shall” the following is added: within a period not exceeding one-eighth of the completion time subject to a minimum of 28 days from the date of disagreement whichever is later.

**53.4 Failure to Comply**

This Sub-Clause is deleted in its entirety.

**54.3 Customs Clearance**

(Procuring Entity may vary this Sub-Clause)

**54.5 Conditions of Hire of Contractor’s Equipment**

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor’s Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses 59.4 & 59.5 are added:

**59.4 Payments to Nominated Subcontractors**

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus

other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

### **Certification of Payments & Nominated Subcontractors**

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- a) submits reasonable evidence to the Engineer, or
- b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and  
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Procuring Entity may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.

#### **60.1 Monthly Statements**

In the first line after the word "shall", the following is added:

"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words " Sub-Clause 60.11 (a)(6) hereof". (in case Clause 60.11 is applicable)

#### **60.2 Monthly Payments**

In the first line, "28" is substituted by "14".

#### **60.10 Time for Payment**

The text is deleted and substituted with the following:

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 47, 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 60.8, 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 for 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 69.

The following Sub-Clause 60.11 is added:

#### **60.11 Secured Advance on Materials**

- a) The Contractor shall be entitled to receive from the Procuring Entity Secured Advance against an indemnity bond acceptable to the Procuring Entity of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (1) The materials are in accordance with the Specifications for the Permanent Works;
  - (2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
  - (3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - (4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefor;
  - (5) Ownership of such materials shall be deemed to vest in the Procuring Entity and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Entity; and
  - (6) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / exwarehouse price of locally manufactured or produced materials, or (iii) market price of other materials.

(d) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

#### **60.11 Financial Assistance to Contractor (N/A)**

Financial assistance shall be made available to the Contractor by the Procuring Entity by adopting any one of the following three Alternatives:

(Appropriate alternative only to be retained)

Alternative One: Mobilization Advance

- (a) An interest-free Mobilization Advance 10-15 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Entity to the Contractor in two equal parts
- (b) upon submission by the Contractor of a Mobilization Advance Guarantee/ for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan:
  - (1) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and
  - (2) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor.
- (b) This Advance shall be recovered in equal installments; first installment at the expiry of third month after the date of payment of first part of Advance and the last installment two months before the date of completion of the Works as per Clause 43 hereof.

Alternative Two: Mobilization/ Demobilization Cost

Mobilization Cost shall be paid to the Contractor as a part of the priced Bill of Quantities. This cost shall not exceed 10 % of the Tender Price and shall be paid to the Contractor as follows:

- (i) 80 % of the Mobilization Cost shall be paid for mobilization at Site. This payment shall be in three stages as follows:
  - Stage I: 20 % of Mobilization Cost upon obtaining and furnishing of Performance Security and insurance policies and construction of camp and housing facilities as required under the Contract;
  - Stage II: 30 % of Mobilization Cost upon providing & installing preliminary requirements of Contractor's Equipment, materials and temporary structures for the commencement of Works to the satisfaction of the Engineer and achieving 3 % value of the Works (excluding payment under Stage-I);
  - Stage III: 30 % of Mobilization Cost upon providing balance Contractor's Equipment to complete full requirement for the entire work and after achievement of progress to the extent of 6 % value of the Works (excluding payments under Stages I and II); and
- (ii) 20 % of Mobilization Cost shall be paid for operation and maintenance of the constructed facilities and for demobilization as per schedule of payment to be submitted by the Contractor in accordance with Clause 57.2 and approved by the

Engineer.

#### Alternative Three: Materials Supplied by Procuring Entity

The Procuring Entity shall supply to the Contractor materials, like cement, steel, bitumen or any other material whichever deemed necessary to complete the project; and the cost thereof shall be recovered from the Contractor through monthly statements on the basis of actual consumption.

The list of materials, quantities and rates to be charged to the Contractor shall be provided along with Appendix-A to Bid “Special Stipulations”.

(Procuring Entity may opt either “Secured Advance on Materials” or “Financial Assistance to Contractor”)

#### **63.1 Default of Contractor**

The following para is added at the end of the Sub-Clause:

Provided further that in addition to the action taken by the Procuring Entity against the Contractor under this Clause, the Procuring Entity may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time as well as under the prevailing rules of KPPRA.

#### **65.2 Special Risks**

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraphs (a) (i) to (a) (v).

#### **67.3 Arbitration**

In the sixth to eight lines, the words “shall be finally settled ..... appointed under such Rules” are deleted and substituted with the following:

shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

The following paragraph is added:

The place of arbitration shall be ....., Pakistan.

#### **68.1 Notices to Contractor**

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Procuring Entity and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

#### **68.2 Notices to Procuring Entity and Engineer**

For the purposes of this Sub-Clause, the respective address are:

- a) The Procuring Entity:  
(to be filled in by the Procuring Entity as appropriate)  
\_\_\_\_\_  
\_\_\_\_\_
- b) The Engineer:  
(to be filled in by the Procuring Entity as appropriate)  
\_\_\_\_\_  
\_\_\_\_\_

#### **70.1 Increase or Decrease of Cost (N/A)**

Sub-Clause 70.1 is deleted in its entirety, and substituted with the following:

The amounts payable to the Contractor, pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause.

##### **(a) Other Changes in Cost**

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

##### **Adjustment Formula**

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula: -

$$P_n = A + bL_n/L_o + cM_n/M_o + dE_n/E_o + \dots$$

wherease

$P_n$  is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 60.1 (a), and with Paragraphs 60.1 (b) and (e), where any variations and daywork are not otherwise subject to adjustment;

$A$  is a constant, specified in Appendix-C to Bid, representing the nonadjustable portion in contractual payments;

$b$ ,  $c$ ,  $d$ , etc., are weightages or coefficients representing the estimated proportion of each cost element (labour, cement and reinforcing steel etc.) in the Works or Sections thereof, net of Provisional Sums and Prime Cost; the sum of  $A$ ,  $b$ ,  $c$ ,  $d$ ,

etc., shall be one;

$L_n$ ,  $M_n$ ,  $E_n$ , etc., are the current cost indices or reference prices of the cost elements for month “ $n$ ”, determined pursuant to Sub-Clause 70.1(d), applicable to each cost element; and

Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 70.1(d).

(c) Sources of Indices and Weightages

The sources of indices and weightages shall be those listed in Appendix-C to Bid, duly filled in by the Procuring Entity /Engineer.

(d) Base, Current, and Provisional Indices

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

(e) Adjustment after Completion

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 43, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Procuring Entity, provided that if an extension of time is granted pursuant to Clause 44, the above provision shall apply only to adjustments made after the expiry of such extension of time.

(f) Weightages

The weightages for each of the factors of cost given in Appendix-C to Bid shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work executed or instructed under Clause 51. Such adjustment(s) shall have to be agreed in the variation order.

The following Sub-Clauses 73.1, 73.2, 74.1, 75.1, 76.1, 77.1 and 78.1 are added:

**73.1 Payment of Income Tax**

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

**73.2 Customs Duty & Taxes**

(Procuring Entity may incorporate provisions where applicable)

**74.1 Integrity Pact**

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L 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 Subcontractors, agents or servants;
  - (b) terminate the Contract; and
- 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Procuring Entity under Sub-Para (a) and (c) of this Sub-Clause.

#### **75.1 Termination of Contract for Procuring Entity's Convenience**

The Procuring Entity shall be entitled to terminate the Contract at any time for the Procuring Entity's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) shall be paid by the Procuring Entity as provided in Sub-Clause 65.8 hereof



## **76.1 Liability of Contractor**

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Procuring Entity shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

## **77.1 Joint and Several Liability**

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Procuring Entity for the fulfillment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Procuring Entity.

## **78.1 Details to be Confidential**

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Procuring Entity or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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# **SPECIFICATIONS**

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**[Note:**

*TheaboveSectionsofSpecifications,areforguidanceonly,andshallbeindicated appropriate to the work/project.*

*TheEmployermayadopttheaboveformat.However,ifanysectionisnotapplicable,itmaybe mentioned as “Not Used”. ]*







# **SPECIFICATIONS**

## **PARTB-TECHNICALPROVISIONS**

**Note for Preparing the Specifications**

Standard technical specification as per document at the following link are required:  
<https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/download>  
(Technical Specification on MRS 2024 1<sup>st</sup> bi / BOQ) for the following sub works.



# **DRAWINGS**