

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



BIDDING DOCUMENTS

**CHAMAK MAIRA DAM PROJECT
DISTRICT ABBOTTABAD**



- Invitation for Bids
- Instructions to Bidders
- Bidding Data
- Forms of Bid and Appendices to Bid
- Bid Drawings

May 2021



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STANDARD FORM OF BIDDING DOCUMENTS

FOR

PROCUREMENT OF WORKS

(CIVIL WORKS)

(For Large Contracts)

Over Rs.45 Million

(Harmonized with KPPRA & PEC Rules)

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

BIDDING DOCUMENTS

VOLUME - I

1. Invitation for Bids
2. Instructions to Bidders
3. Bidding Data
4. Forms of Bid and Appendices to Bid

VOLUME - II

Bid Drawings

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INVITATION FOR BID

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

**NOTICE INVITING E-BIDDING
FROM PRE-QUALIFIED CONTRACTORS/FIRMS
(Single Stage Two Envelops E Bidding Systems)**

I. The Deputy Director (P&C) Small Dams Division Abbottabad intends to invite electronics bids from already pre qualified contractors / firms in accordance with KPPRA Procurement rules 2014 on single stage two envelopes procedure for the following work.

Sl No.	Name of Project	E/Money (Rs. M)	Pre bid meeting at Small Dams Division Abbottabad	Last date & time for submission of Bids	Date & time for Opening of Technical Bids	Date & time for Opening of Financial Bids	Completion period
01.	Construction of Chamak Maira Dam Project District Abbottabad	02 % of E/Cost	14/06/2021 (12:00 Hrs)	21/06/2021 (12:00 Hrs)	21/06/2021 (12:30 Hrs)	05/07/2021 (12:30 Hrs)	24 Months from date of work order.

II. The list of contractors/firms which are pre-qualified vide Director (South) letter No.1024/SD/DG/97-D dated 04.05.2021 eligible to bid are as follows.

1	M/S Rustam Khan & Co. JV Haji Raees Khan & Sons	9	M/s Cemcon Pvt. Ltd.
2	M/S Tribal Global Construction	10	M/s Sarwar Constructors
3	M/S Sarwar and Co (Pvt) Ltd	11	M/S Muhammad Khel Construction Pvt. Ltd
4	M/S National RCC Works	12	M/s Qalandar Bux Abro & Co
5	M/s Barma Construction (Pvt) Ltd	13	M/s Mian Abdul Jabbar & Co JV Wilayat Khan Wazir Construction Company Pvt. Ltd.
6	M/s Khyber Grace Pvt. Ltd.	14	National Logistic Cell
7	M/S Raja Adalat Khan & Sons Govt. Contractor	15	Syed Yaqoob Shah & Sons Pvt. Ltd.
8	M/s Kasteer International PVT LTD	16	Syed Yaqoob Shah & Sons JV Pir Muhammad Construction Co

III. Bid documents and instructions to Bidder can be downloaded upto one day prior from the Irrigation Department website address www.irrigation.gkp.pk.

IV. Terms & Conditions.

- Technical Proposal should accompany with attested photocopies of the following.
 - Bid security of 2% (two percent) of the estimated cost in the shape of Call Deposit (in original) shall be enclosed in Technical Proposal. The E-Bidders who quote their bids/rates more than 10% below the Engineer's estimate shall also enclosed in additional security in the form of call deposit equal to 8% of estimated cost in technical Proposal, otherwise the bid will be considered as non-responsive.
 - If the successful contractor who has quoted a rate more than 10% below on the Engineer Estimate and has repudiated the contract, the entire security deposit i.e. 2% bid security along with 8% additional bid security shall be forfeited in favour of the Government.
 - If the successful contractor who has quoted a rate more than 10% below on the Engineer Estimate and has repudiated the contractor for three different times in different bids during the same fiscal year, then the entire security deposit i.e. (2+8) % shall be forfeited in the favour of the Government and the contractor shall also be proceeded for blacklisting for a period of five years.
 - Enlistment Order / Renewal of Irrigation Department for CFY 2020-21 (Photocopy).
 - Registration with Khyber Pakhtunkhwa Revenue Authority.
 - National Identity Card (CNIC Photocopy).
 - Valid Pakistan Engineering Council Registration of the current calendar year.
 - Form H of the Company/Firm.
 - Documents showing general capabilities, financial soundness, general and relevant experience record, personal capabilities, equipment capabilities and Income Tax/NTN certificates etc.
 - Any other documents to support the technical bids.
- After commencement of work by the successful bidder, the additional security shall be released to the bidders in four installments i.e. 25% to be released after completing 25% of the Project and so on. In case the bidder quotes lower than 10% below the engineer's estimate and the bid is not accompanied by an additional bid security then bid shall be considered as non-responsive.
- Pre-Bid meeting will be held on 14.06.2021 (12:00 Hrs) in the office of the undersigned.
- All the bidding will be made through E-Bidding System. Technical Proposal / Financial Proposal shall be in sealed envelope separately clearly marked "Technical / Financial Proposals". Technical Proposal shall be submitted through courier before office closing hours.
- The bidders are required to quote their rates above or below on BOQ/MRS System on both MRS as well as non MRS items.
- Technical Evaluation will be carried out with pass/fail threshold. Passing criteria, includes PEC Registration, Enlistment with Irrigation Department, Tax Payer proof, Relevant Experience in Past 10-years Performance, Technical Personal, Required Equipment, Financial Status, Auditors Report, Managerial Capabilities, Litigation Status etc. is mandatory.
- Financial bid shall be filled online. Complete bids must reach the office of the undersigned on or before the fix date/time. The CDR or Additional security (if required) shall be enclosed in the technical proposal.
- Any electronic bidder who provides incorrect information shall stand dis-qualified and de-barred.
- Time allowed for the completion of the work as specified in the NIT shall start from the issuance of LOA.
- Electronic bids validity period is 120-days.
- Successful bidder should sign the Agreement with the Department within 28-days after issuance of LOA.
- Call deposit of the scheduled Banks shall be acceptable.
- If the evaluated electronic bid costs of two or more than two bidders are equal then the successful bids will be declared through draw.
- Technical bids will be opened after 30-minutes of closing time in the present of bidders/authorized representatives.
- The undersigned has the authority to reject any bid or all the bids assigning cogent reasons.
- Bid security of the 1st, 2nd and 3rd lowest electronic bidder for the specific work will be retained by the Department till the approval of bids.
- Other conditions for the Bids will be according to KPPRA Rules.

**Deputy Director (P&C)
Small Dams Division Abbottabad**

Tele: 0992-403868

Address: Irrigation Department Jhangi Saidain
Manshra Road Abbottabad.

INF(P)
2581/2021

Our Faith,
Corruption
Free Pakistan

ہمارا ایمان
کریشن فری پاکستان

"Take Special Care of
Special Persons"

INSTRUCTIONS

TO

BIDDERS

INSTRUCTIONS TO BIDDERS

Note: (These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the contract is signed.)

A. GENERAL

IB.1 Scope of Bid

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

IB.2 Source of Funds

- 2.1 Financed by Government of Khyber Pakhtunkhwa ADP No 2313 (2020-21).

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
 - b. Duly prequalified by the Employer for this specific assignment/tender.
 - c. Is neither associated, nor has been associated, directly or indirectly, with the Consultants or any other entity that has prepared the design, specifications and other documents for the Project or being proposed for any position in the Project Management.
- 3.2 A bidder having a conflict of interest will be declared as non-responsive if the bidder has a close business relationship with the Employer’s professional personnel, who directly or indirectly involved in any part of:
 - (i) the preparation of the bidding documents for the Works, (ii) the Bid evaluation or (iii) the supervision of such Works.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the 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. Conditions of Contract, Part-I - General Conditions
 4. General Conditions of Contract, Part-I (GCC)
 5. Particular Conditions of Contract, Part-II (PCC)
 6. Specifications – Special Provisions
 7. Specifications - Technical Provisions.
 8. Form of Bid & Appendices to Bid.

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

IB.8 Clarification of Bidding Documents

- 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 28 days prior to the deadline for submission of bids.

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.

IB.9 Amendment of Bidding Documents

- 9.1 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.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 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 Language of Bid

- 10.1 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 an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:
- (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
 - (b) Update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
 - (i) Evidence of access to financial resources along with average annual construction turnover;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.
 - (c) Furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff and other pertinent information such as mobilization program etc.
- 11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- (a) The bid and in case of a successful bid, the Form of Contract Agreement shall be signed 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 Form 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 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.

- 11.3 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 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall quote percentage Above or Below premium on the complete scope of work for all the items of the Works described in the Bill of Quantities in the Financial Proposal.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects. The bidder shall bear all costs to be incurred on such extensions.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, in the form of Deposit at Call issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement. The Bid Security may be adjusted by the Employer as part of the Performance Security.

- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity except as provided in Sub-Clause 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

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

IB.17 Pre-Bid Meeting

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

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

IB.18 Format and Signing of Bid

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

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL Bid shall be put in envelope and marked as such.
 - (b) The envelope containing the ORIGINAL bid will be put in one sealed envelope and addressed / identified as given in Sub-Clause 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
- (a) Be addressed to the Employer at the address provided in the

Bidding Data;

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

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data. In the event of the specified date for the submission of bids declared a holiday, the Bids will be received up to the appointed time on the next working day.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The 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 will be returned unopened to such bidder.

- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification and Withdrawal of Bids

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

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The Employer will open all the bids received (except those received late), including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' or their representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. In the event of the specified date for the opening of bids being declared a holiday, the Bids will be opened at the appointed time and location on the next working day. The bidders' representatives who are present shall sign a register evidencing their attendance.

In addition to the clause IB.23, the following procedures shall be adopted for opening competitive bidding:

- a) Single stage – two envelope bidding,
 - (i) Each bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the technical proposal and the financial proposal;
 - (ii) The envelopes shall be marked as technical proposal

and financial proposal in bold and legible letters to avoid confusion;

The envelope marked as technical proposal shall contain:

- b) The experience and past performance in the execution of similar contracts;
- c) The capabilities with respect to personnel and construction equipment
- d) The financial status and capacity; and
- e) Any other information asked for by the procuring entity in the notice inviting tenders;
- (i) The second envelope marked as financial proposal shall contain the price quoted by the bidders and be retained in the custody of the procuring entity without being opened;
- (ii) The procuring entity would evaluate the technical proposal on the basis of criteria specified in the tender documents/ the criteria upon which the bidders were pre-qualified for this specific assignment, without reference to the price and reject any proposal which does not conform to the specified requirements/ criterion. During the technical evaluation, no amendment in the technical proposal would be permitted. A list of technically qualified bidders shall be finalized in this manner;
- (iii) After the evaluation and approval of the technical proposals the procuring entity, would at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposals found technically non-responsive shall be returned un-opened to the respective bidders; and
- (iv) The bid found to be the lowest evaluated bid would be accepted;

Information asked for in a, b, c, d & e shall be on format explained in **IB. 37**

23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.

23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the

presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.

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

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of the final result of the bid evaluation which shall be done at least ten (10) days prior to issue of Letter of Acceptance and place the same on its and Authority's Website (KPPRA Rule-45). 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 award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications

of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the 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; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.

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

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

variation or deviation, including discounts or other price modification in the bids

- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, 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 that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

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

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

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the 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 “Contract Price”).
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.3 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.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract plus additional security for unbalanced bids in accordance with Clause IB.28.4 within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

IB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the

previously awarded contracts, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC) and KPPRA. Upon such reference, PEC/KPPRA in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

IB.37 Guidelines for submission of Technical Proposals

As per provision contained under KPPRA Rules, 2014, the Tender for the work is on Single Stage Two Envelopes procedure, therefore, while submitting the Technical Proposals by the Bidder(s), the detail information mentioned in the Criteria explained below are required to be followed strictly. Passing marks are as per prequalification criteria already issued.

The Bidders who do not qualify technically, his financial Bid will be returned unopened irrespective of his pre-qualification Status. In addition, each page of the Technical proposal shall be numbered, stamped & signed by the owner of the Firm. Photocopies of signs and seals will not be considered. Attachment of un-necessary documents shall be avoided and the proposals must be well staple binded.

The document such as Letter of acceptance, award of contract, work order, completion certificate etc. must be signed by concerned officer of rank not below XEN/Deputy Director. Not fulfilling any of the above condition the Technical Proposal will not be considered.

E. TECHNICAL EVALUATION CRITERIA OF CONTRACTOR**Name of Contractor**

PEC Registration	
Relevant Category	
Enlistment Category with Irrigation Dept.:	
NTN Number	
Name of Owner	

1.EXPERIENCE RECORD: (Max Marks = 35)**Completed Dam Projects (7 for 1, 8.5 for 2 and 10 for 3 and more)**

S.No.	Name of Completed Dam Project (Cost ≥ 250 Mill)	Cost	Status	Marks obt.
	Total No of Projects Completed			

Dams Projects in Hand/Similar Completed Projects (7 for 1, 8.5 for 2 and 10 for 3 and more)

S.No.	Name of Dam Project in Progress (Cost ≥ 500 Mill)	Cost	Status	Marks obt.
	Total No of Projects Completed			

Other Completed Projects (3.5 for 1, 7 for 2, for 3 upto 6 add 0.75 for each upto a max of 10)

S.No.	Name of Other Projects (Cost ≥ 250 Mill)	Cost	Status	Marks obt.
	Total No of Projects Completed			

Enlistment with Other Depts./Agencies (1 marks for each enlistments upto a max of 5)

S.No.	Name of Department/Agency	Category	Marks obt.
1	Irrigation Department		
2	C&W Department		
3	Public Health Engg Deptt: (PHE)		
	<u>Others:</u>		
	Punjab Irrigation Department		
	PUDB Deptt:		
	WAPDA		
	NDP in KPK		
	National Highway Authority (NHA)		
	Total No of Enlistments		

Total Marks obtained in Experience Category =

2. EQUIPMENT CAPABILITIES: (Max Marks = 20)

List of Machinery (25% marks for rented machinery)

S/No	Machinery	Quantity Required	Owned Machinery		Rented Machinery		Total Machinery	Total Marks Obtained
			Qty	Marks	Qty	Marks		
1	Batching Plant	1						
2	Concrete Pump	1						
3	Crane Mobile	1						
4	Water Tanker	1						
5	Dumper Truck	12						
6	Showel/Loader	4						
7	Drilling/Grouting Machine	1						
8	Concrete Transit Mixer	3						
9	Sheep Foot Roller	1						
10	Plain Roller	1						
11	Excavator	1						
12	Dozer	1						
13	Screening Plant	1						

**Total Marks obtained in
Equipment Category =**

3. PERSONNEL CAPABILITIES: (Max Marks = 15)

Personnel - BSc Civil Engineers (10 marks for not less than 2 engineers having exp of 10 yrs)

S.No.	Name of Engineer	Experience	Mark Obt.
		Total	

Personnel - DAE Diploma Sub Engineers (3 marks for not less than 3 DAE having exp of 5 yrs)

S.No.	Name of Engineer	Experience	Mark Obt.
		Total	

Personnel - DAE Quantity Surveyors (1 mark for not less than 1 DAE having exp of 5 yrs)

S.No.	Name of Engineer	Experience	Mark Obt.
		Total	

Personnel - DAE Lab Technician (1 mark for not less than 1 DAE having exp of 5 yrs)

S.No.	Name of Engineer	Experience	Mark Obt.
		Total	

Total Marks obtained in Personnel Category =

4. FINANCIAL SOUNDNESS: (Max Marks = 30)

Financial Status - Bank Credit Line (5 marks for Bank credit not less than 250 Mill)

S.No.	Name of Bank	Credit (Mill)	Mark Obt.
Total			

Financial Status - Working Capital (5 marks for Bank credit not less than 500 Mill)

1 st Year	2 nd Year	3 rd Year	Average	Marks Obt.
Marks Obtained				

Registration with Income Tax Dept.:

Affidavit for No Litigation

Affidavit for No Blacklisting

Number of Valid License for other related items of work =

Total Marks obtained in Financial Category=

GRAND TOTAL =	
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BIDDING DATA

BIDDING DATA

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

INSTRUCTIONS TO BIDDERS

CLAUSE REFERENCE

1.1 NAME OF THE PROJECT & SUMMARY OF THE WORKS

Construction of Chamak Maira Dam. District Abbottabad.

Contract No. Chamak-Maira-ADP-01

The Project designated as Chamak Maira Dam consists of an ECRD (Earth Core Rockfill Dam), Spillway Structure, Intake and Outlet Structure, Irrigation System Including Canal Affiliated Structures, Construction of Building and Re-alignment of road out of reservoir area.

1.2 NAME AND ADDRESS OF THE EMPLOYER

Director General, Directorate General Small Dams Peshawar (Employer Representative Deputy Director (P&C) Small Dams Division Abbottabad, Irrigation Department Jhangi Saidain Mansehra Road Abbottabad)

2.1 NAME OF FUNDING AGENCY

ADP Scheme; Provincial Irrigation Department Khyber Pakhtunkhwa.

2.2 TYPE OF FINANCING

Financed by Government of Khyber Pakhtunkhwa, under approved ADP 2020-21.

8.1 TIME LIMIT FOR CLARIFICATION

On 14th June 2021, during Pre-Bid meeting.

10.1 BID LANGUAGE

English

11.1(B) PREQUALIFICATION INFORMATION TO BE UPDATED

It shall include: Evidence of access to financial resources, latest status of financial resources commitment for two years (including the current year). Works awarded during the interim period, availability of essential critical equipment and information about litigation presently in process.

11.1(C) FURNISH TECHNICAL PROPOSAL

The bidding method is single stage two (02) envelope system. One envelope is for Technical proposal and the second envelope is for Financial Proposal. The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the Works.

13.1 BIDDERS QUOTE ENTIRELY IN PAK RUPEES

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

14.1 PERIOD OF BID VALIDITY

120 days.

15.1 AMOUNT OF BID SECURITY

At the Rate of 2% of the quoted Bid.

17.2 VENUE, TIME AND DATE OF PRE-BID MEETING

Venue: Deputy Director (P&C) Small Dams Division Abbottabad, Irrigation Department Jhangi Saidain Mansehra Road Abbottabad.

Time and Date: As Per NIT.

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

One (1) original

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

Deputy Director (P&C) Small Dams Division Abbottabad, Irrigation Department Jhangi Saidain Mansehra Road Abbottabad through E-Bidding System.

19.2 (B) NUMBER OF THE CONTRACT

Construction of Chamak Maira Dam. District Abbottabad (Chamak-Maira-ADP-01).

20.1 DEADLINE FOR SUBMISSION OF BIDS:

As Per NIT.

23.1 VENUE, TIME AND DATE OF BID OPENING

As Per NIT.

32.1 STANDARD FORM AND AMOUNT OF PERFORMANCE SECURITY ACCEPTABLE TO THE EMPLOYER

For an amount equal to 10% of the Contract Price stated in the Letter of Acceptance.

FORMS OF BID

AND

APPENDICES TO BID

FB-1

FORM 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, Drawings and Bill of Quantities 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 Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of.

(Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. 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 Appendix-A to Bid.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of 20_____

Signature: _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation: _____

BA-1

Appendix-A to Bid

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

1.	Engineer's Authority to issue Variation in emergency	2.1	2% of the Contract Price as stated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	10% of Contract Price as stated in the Letter of Acceptance.
3.	Time for Furnishing Programme	14.1	Within 42 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	23.2	0.30% of the Contract price per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion	43.1, 48.2	730 days from the date of receipt of Engineer's Notice to Commence.
7.	Amount of Liquidated Damages	47.3	0.0547% of the Contract price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
8.	Defects Liability Period	49.1	364 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	10% of the amount of Interim Payment Certificate.
10	Limit of Retention Money	60.2	5% of the Contract Price as stated in the Letter of Acceptance.
11	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. 5,000,000. (Five Million)
12	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	28 days from the date of receipt of Interim Payment Certificate by the Engineer, subject to availability of funds or any other unavoidable hindrance.
13	Mobilization Advance (Interest Free)	60.12	10% of Contract Price as stated in the Letter of Acceptance in two instalments.

BB-1
Appendix-B to Bid

FOREIGN CURRENCY REQUIREMENTS

NOT APPLICABLE

BC-1

Appendix-C to Bid

PRICE ADJUSTMENT UNDER CLAUSE 70 OF CONDITIONS OF CONTRACT

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

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.350	
(ii)	Local Labour Unskilled Skilled	0.15 0.10	Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags	0.07	“ “ “
(iv)	Reinforcing Steel	0.08	“ “ “
(v)	High Speed Diesel (HSD)	0.08	Fixed by OGRA
(vi)	Provision and Maintenance of Contractor's Plant & Equipment	0.17	
Total		1.000	

Notes:

- 1) Indices for “(ii)” to “(iv)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those prevailing for the month falling on the date 28 days prior to the latest date for submission of the Bid. Current indices or prices shall be for the month falling on the date 28 days prior to the last day of the billing period.
- 2) For cost element v, index shall be cost of HSD as fixed by OGRA
- 3) For cost elements vi, the applicable index shall be combined Consumer Price Index Numbers (General) by Commodity Group of FBS of G.O.P.
- 4) Any fluctuation in the indices or prices of materials other than those given above shall not subject to adjustment of the Contract Price.
- 5) Fixed portion shown here is for typical road project, the Employer may determine the weightage of Fixed Portion considering only those cost elements having cost impact of seven (7) percent or more on his specific project.

BILL OF QUANTITIES**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 entered 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 entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. The 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.
5. General directions and description of work and materials are not necessarily repeated nor summarised 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 priced Bill of Quantities.
6. 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 58.2 of Part I, General Conditions of Contract.

BILL OF QUANTITIES**C. DAYWORK SCHEDULE****General**

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

Daywork Labour

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

BD-3

Appendix-D to Bid

SCHEDULE OF DAYWORK RATES**I. Labour**

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D101	Ganger	Hr	500			
D102	Labourer	Hr	5,000			
D103	Brick layer	Hr	500			
D104	Mason	Hr	500			
D105	Carpenter	Hr	500			
D106	Steel work Erector	Hr	500			
	-----etc-----	Hr	500			
D113	Driver for vehicle up to 10 tons	Hr	1,000			
D114	Operator for excavator, dragline, shovel or crane	Hr	500			
D115	Operator for tractor, (tracked) with dozer blade or ripper	Hr	500			
D122				Sub Total		
	Allow _____ percent of subtotal for Contractor's overhead, profit, etc., in accordance with Paragraph 3(b) of Daywork Schedule _____ Total for Daywork: Labour : _____ (Carried forward to Daywork Summary)					

BD-04
Appendix-D to Bid

Daywork Material

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

BD-05

Appendix-D to Bid

SCHEDULE OF DAYWORK RATES**II. Materials**

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words)	Extended Amount (Rs.)
1	2	3	4	5	6	7
D201	Cement, ordinary Portland or equivalent in bags	M.Ton	200			
D202	Mild Steel reinforcing bar up to 16mm diameter to BS 4449 or equivalent	M.Ton	100			
D203	Fine aggregate for concrete as specified in Clause 5.5.1 of Technical Specification	Cu.M	1,000			
D222	Coarse aggregate for concrete as specified in Clause 5.5.2 of Technical Specification	Cu.M	1,000			
				Sub Total		
	Allow _____ percent of subtotal for Contractor's overhead, profit, etc., in accordance with Paragraph 4(b) of Daywork Schedule _____ Total for Daywork: Materials _____ (Carried forward to Daywork Summary)					

BD-06
Appendix-D to Bid

Daywork Constructional Plant

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

BD-07

Appendix-D to Bid

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

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.) in Figure	Rate (Rs.) in Words	Extended Amount (Rs.)
1	2	3	4		5	6
D301	Excavator, face shovel or dragline: 1. Up-to and including 1 Cu.M. 2. Over 1 Cu.M to 2 Cu. M. 3. Over 2 Cu. M	Hr Hr Hr	500 400 100			
D302	Tractor (tracked) including bull or angle dozer: 1. Up-to and including 150 HP 2. Over 150 to 200 HP 3. Over 200 to 250 HP	Hr Hr Hr	500 400 200			
D303	Tractor with ripper: 1. Up-to and including 200 HP 2. Over 200 to 250 HP	Hr Hr	400 200			
	Total for Daywork: Constructional Plant _____ (Carried forward to Daywork Summary)					

BD-08

Appendix-D to Bid

DAYWORK**Summary (Daywork)**

		Amount (Rs.)
(I)	Total for Daywork: Labour	_____
(II)	Total for Daywork : Materials	_____
(III)	Total for Daywork: Constructional Plant	_____
Total for Daywork		_____
(Carried forward to Summary Page of Bill of Quantities)		

BE-1**Appendix-E to Bid****PROPOSED CONSTRUCTION SCHEDULE**

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule 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 whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

Description	Time for Completion
a) Dam Embankment	_____ days
b) Spillway	_____ days
c) Intake & Outlet Structure	_____ days
d) Irrigation Canal	_____ days
e) Canal affiliated structures	_____ days
f) Re-alignment of road out of reservoir area	_____ days

BF-1

Appendix-F to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization 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. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]

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

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

BG-2

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT

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

BH-1

Appendix-H to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

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

BI-1

Appendix-I to Bid

LIST OF SUBCONTRACTORS

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

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

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

BJ-1

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

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

Quarter/ Year/ Period	Amounts (1,000 Rs.)
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
5 th Quarter	
6 th Quarter	
7 th Quarter	
8 th Quarter	
Bid Price	

BK-1

Appendix-K to Bid

ORGANIZATION CHART

FOR THE

SUPERVISORY STAFF AND LABOUR

BL-1

Appendix-L to Bid

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Employer:

Name of Contractor/Supplier:

Signature:

Signature:

[Seal]

[Seal]

FORMS

BID SECURITY

PERFORMANCE SECURITY

CONTRACT AGREEMENT

MOBILIZATION ADVANCE

GUARANTEE/BOND

BS-1

BID SECURITY (BANK GUARANTEE)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees _____ (Rs. _____)

Bid Reference No. _____

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

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

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

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

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

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said 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.

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

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

	SURETY (Bank)
WITNESS:	Signature
1.	Name
	Title
Corporate Secretary (Seal)	Corporate Guarantor (Seal)
2.	
<hr/>	
Name, Title & Address	

PS-1

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

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

Guarantor (Bank)

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

2. _____

Title _____

Name, Title & Address

Corporate Guarantor (Seal)

CA-1

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____/____/2020 between Directorate General Small Dams (hereafter called the "Employer") of the one part and _____ (hereafter 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 witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Particular Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The priced Bill of Quantities (Appendix-D to Bid);
 - (h) The completed Appendices to Bid (B, C, E to L);
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) _____ (any other)
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.

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MG-1

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer') has entered into a Contract for

(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

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

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

AND WHEREAS,

(Scheduled Bank in Pakistan)

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

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

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

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

(Date)

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

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim

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

GUARANTOR

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

WITNESS

- 1. _____

Corporate Secretary (Seal)

- 2. _____
(Name Title & Address)
- _____ Corporate Guarantor (Seal)

