

**GOVERNMENT OF KHYBER PAKHTUNKHWA
PAKHTUNKHWA HIGHWAYS AUTHORITY
PESHAWAR**



BIDDING DOCUMENT

**Notified vide: S.R.O (31)/Vol:1-42/2025-26
Dated Peshawar the August 20, 2025**

(Single Stage Two Envelopes (SSTE) Bidding Process)

PROCUREMENT OF CIVIL WORKS:

**ADP SCHEME NO. 1471 / 170629 (2025-26)
WIDENING & IMPROVEMENT OF ROAD FROM
TARNAWA TO KOHALA BALA DISTRICT
HARIPUR. SUB HEAD: BALANCE WORK OF
PACKAGE-III KM 18+000 TO 34+000 (16 KMS)**

ESTIMATE COST. RS. 1325.806 million

OCTOBER 2025

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INVITATION FOR BIDS

Date: _____
ADP No. 1265 / 210516

1. The Pakhtunkhwa Highways Authority has received approval from the Govt. Of Khyber Pakhtunkhwa towards the cost of **ADP SCHEME NO. 1471 / 170629 (2025-26) WIDENING & IMPROVEMENT OF ROAD FROM TARNAWA TO KOHALA BALA DISTRICT HARIPUR. SUB HEAD: BALANCE WORK OF PACKAGE-III KM 18+000 TO 34+000 (16 KMS)**, and it is intended that whole of the proceeds of the fund will be applied to eligible payments under the Contract for the **ADP SCHEME NO. 1471 / 170629 (2025-26) WIDENING & IMPROVEMENT OF ROAD FROM TARNAWA TO KOHALA BALA DISTRICT HARIPUR. SUB HEAD: BALANCE WORK OF PACKAGE-III KM 18+000 TO 34+000 (16 KMS)**. Bidding is opened to all eligible Bidders.
2. The Procuring Entity invites sealed bids from eligible bidders licensed by the Pakistan Engineering Council, registered with the Khyber Pakhtunkhwa Revenue Authority (KPRA). A foreign bidder is also entitled to bid only in a joint venture with a Pakistani constructor in accordance with the relevant provisions of PEC Bye-laws.
3. Bidders may obtain further information from office of the **DEPUTY DIRECTOR (PROCUREMENT) PKHA HEAD OFFICE, ATTACHED DEPARTMENTS COMPLEX, GATE NO. 5, KHYBER ROAD, PESHAWAR**.
4. A complete set of Bid Solicitation Documents may be obtained by an interested bidder on submission of a written application to the above office.
5. All bids must be accompanied by a Bid Security @ 2% of the estimated cost in the shape of Call Deposit Receipt/Bank Guarantee, from a Scheduled Bank of Pakistan, issued from the bank account of the bidder, in favor of the **MANAGING DIRECTOR PKHA**, and must be delivered to office of the **DEPUTY DIRECTOR (PROCUREMENT) PKHA HEAD OFFICE, ATTACHED DEPARTMENTS COMPLEX, GATE NO. 5, KHYBER ROAD, PESHAWAR** on or before **1200 hours**, on **11/11/2025**. Bids will be opened at **1230 hours** on the same day, in the presence of bidders or their representatives, who choose to attend at the same address.
The bid must also be accompanied by a separate non-refundable Tender Entry fee (**@ 0.03% Of the Estimated Cost**) in shape of Deposit at Call favoring **MANAGING DIRECTOR PKHA** to be issued by a scheduled bank.
6. The **MANAGING DIRECTOR PKHA** reserves the right to reject all bids or proposals at any time prior to the acceptance of a bid or proposal under Rule 47 of the KP Public Procurement Rules, 2014.

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Procuring Entity as defined in the Bidding Data hereinafter called “the Procuring Entity” invites bids for the construction and completion of works as described in these Bid Solicitation 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 Bid Solicitation Documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder / tenderer, bid / tender, bidding / tendering etc.) are synonymous.

IB.2 Source of Funds

- 2.1 The expenditure on this project/scheme will be met from the Public Funds of the Provincial Government of Khyber Pakhtunkhwa (GoKP), as defined in Rule-2(1)(1) of the KP Public Procurement Rules, 2014, or through a loan/credit from the source (s) as indicated in the Bidding Data in various currencies towards the cost of the Project/Scheme specified in the Bidding Data, and it is intended that part of these Public Funds or proceeds of this loan/credit will be applied to eligible payments under the Contract, for which these Bid Solicitation Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is opened 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 / enlisted with the Procuring Entity in the category relevant to the value of the Works
 - 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/Scheme or being proposed for any position in the Project Management.
 - d. duly registered with the Khyber Pakhtunkhwa Revenue Authority for the purpose of Sales Tax on Services.
- 3.2 A bidder having a conflict of interest will be declared as non-responsive if the bidder has a close business relationship with the Procuring Entity’s professional personnel, who directly or indirectly involved in any part of: (i) the preparation of the bidding documents for the Works, (ii) the Bid evaluation or (iii) the supervision of such Works.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Procuring Entity 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 representatives will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and representatives, will release and indemnify the Procuring Entity, its personnel and representatives 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 Bid Solicitation Documents, in addition to Invitation for Bids, are those stated below, and should be read in conjunction with any Addenda/Corrigenda issued in accordance with Clause IB.9.
 1. Instructions to Bidders.
 2. Bidding Data.
 3. General Conditions of Contract, Part-I (GCC).
 4. Special Conditions of Contract, Part-II (SCC).
 5. Specifications – Special Provisions.
 6. Specifications – Technical Provisions.
 7. Form of Bid & Appendices to Bid.
 8. Bill of Quantities (Appendix-D to Bid).
 9. Form of Bid Security.
 10. Form of Additional Security (if required)
 11. Form of Contract Agreement.
 12. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
 13. 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 Bidders own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bid Solicitation Documents will be rejected.

IB.8 Clarification of Bidding Documents

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bid Solicitation Documents may notify the Procuring Entity in writing at the Procuring Entity's address indicated in the Invitation for Bids. The Procuring Entity will respond to any request for clarification, which it receives earlier than 07 days prior to the deadline for submission of bids.

Copies of the Procuring Entities response will be forwarded to all buyers of the Bid Solicitation 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 Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a

- prospective bidder(s), modify the Bid Solicitation Documents by issuing addendum/corrigendum.
- 9.2 Any addendum/corrigendum thus issued/published shall be part of the Bid Solicitation Documents pursuant to Sub- Clause 7.1 hereof, and shall be communicated in writing to all buyers of the Bid Solicitation Documents.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Entity may extend the deadline for submission of bids in accordance with Clause IB.20 (10).

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10 The bid, all correspondence, and documents related to the bid exchanged by a bidder and the Procuring Entity shall be in the bid language stipulated in the Bidding Data and Special Conditions of Contract.

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.and
- (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 Procuring Entity 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 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 partner without prior written consent of the Procuring Entity.
- 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 Deleted.
- 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 Procuring Entity 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. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Procuring Entity's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

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

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

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Entity 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. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid]
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee 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 Procuring Entity valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity 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 be retained with the Procuring Entity till completion of the defect liability period and the amount of guarantee will be reduced by an equivalent amount”.]
- 15.6 The Bid Security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

- 16.1 Should any bidder consider that he can offer any advantages to the Procuring Entity 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 Bid Solicitation 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 Bid Solicitation Documents.

- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Procuring Entity as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

- 17.1 The Procuring Entity may, on its 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 Bid Solicitation Documents or any other matter that may be raised at that stage. The date, time, and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre- bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Procuring Entity 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 buyers of the Bid Solicitation Documents. Any modification of the Bid Solicitation Documents listed in Sub-Clause 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum/Corrigendum 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 Bid Solicitation Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Entity, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS IB.19

Sealing and Marking of Bids

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

IB.20 Deadline for Submission of Bids

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

IB.21 Late Bids

- 21.1 (a) Any bid received by the Procuring Entity after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office or due to any other reason, shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the

bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

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

E. BID OPENING AND EVALUATION IB.23

Bid Opening

- 23.1 The Procuring Entity will open all the bids 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 for the Procuring Entity, the Bids will be opened at the appointed time and location on the next working day. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security and such other details as the Procuring Entity may consider appropriate, will be announced by the Procuring Entity at the opening of bids.
- 23.4 Procuring Entity shall prepare minutes of the bid opening including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of the final result of the bid evaluation, which shall be done at least ten (10) days prior to the award of Contract, and place the same on its and Authority's Website (under Rule 45 of the KP Public Procurement Rules, 2014). The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Procuring Entity's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may follow

Section 35 of the KPPRA Act, 2012, read with the Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rules, 2017.

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Procuring Entity will determine whether each bid is substantially responsive to the requirements of the Bid Solicitation 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 Additional Security (if any), and (iv) conforms to all the terms, conditions, and specifications of the Bid Solicitation Documents, without material deviation or reservation.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

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

IB.28 Evaluation and Comparison of Bids

- 28.1 The Procuring Entity will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the bids, the Procuring Entity will determine for each bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.27;

- (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation, including discounts or other price modification in the bids.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Procuring Entity's estimate of the cost of work to be performed under the Contract, the Procuring Entity may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Procuring Entity may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful bidder under the Contract.

IB.29 Award of the Contract

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

IB.30 Procuring Entity's Right to Accept any Bid and to Reject any or all Bids

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

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Procuring Entity, the Procuring Entity will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Procuring Entity will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Procuring Entity may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Procuring Entity and the bidder till signing of the formal Contract Agreement.
- 31.3 Upon furnishing by the successful bidder of a Performance Security, the Procuring Entity will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Procuring Entity a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract.
- 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. and Additional Security (if any).

IB.33 Signing of Contract Agreement

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Entity will send the successful bidder the Contract Agreement in the form provided in the Bid Solicitation Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Procuring Entity and the successful bidder shall be executed within 15 days of the receipt of the Contract Agreement by the successful bidder from the Procuring Entity.

IB.34 General Performance of the Bidders

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

BIDDING DATA

A. General

IB 1.1	The Procuring Entity is Managing Director, Pakhtunkhwa Highways Authority, Attached Departments Complex, Gate#5, Khyber Road, Peshawar.
IB 1.1	The works consists of the following: ADP SCHEME NO. 1471 / 170629 (2025-26) WIDENING & IMPROVEMENT OF ROAD FROM TARNAWA TO KOHALA BALA DISTRICT HARIPUR. SUB HEAD: BALANCE WORK OF PACKAGE-III KM 18+000 TO 34+000 (16 KMS)
IB 2.1	The funding agency / source of financing is the Government of Khyber Pakhtunkhwa through Provincial ADP.
IB3.1(B)	All the firms of JV must be registered with PEC in the category relevant to the value of the works. i.e C- 1 & above.
IB3.1(C)	Bidders must be registered with PEC in the specialized codes as follows: CE-01 & CE-02.

B. Clarification of Bidding Documents

IB 8.1	On or before 05/11/2025 till 05:00 PM through EPAD System only.
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C. Preparation of Bids

IB 10.1	The Bid language is English,
IB 11.1 (a)	<i>The Bidder shall submit with the technical proposals in the following sequence:</i> Section-1 (General) 1. Title page of technical proposal must contain the Nomenclature of the work for which the bidder intends to apply. 2. Letter of Technical Bid. 3. Power of attorney for signing and submission of bid and signing of contract documents prepared on Stamp Paper in original duly notarized within the current month of submission of bid. 4. Affidavit of "Bid Security" prepared on Stamp Paper in original duly notarized within the current month of submission of bid clearly stating that bid security amounting to 2% without indicating the figure in the letter, has been placed in the financial proposal or Bid. 5. Bidder's information sheet. 6. Form-H of the Company/Firm. 7. Bidder's Joint Venture (JV) information sheet (if any). 8. Affidavit of "non-blacklisting" prepared on Stamp Paper in original duly notarized within the current month of submission of bid. Section-2 (License & Certificates) 1. Photocopy of National Identity Card (CNIC). 2. Valid PEC Registration. 3. Valid KPPRA Registration. 4. Valid Taxpayer Registration (FBR) certificate. 5. Valid Enlistment of C&W. Section-3 (Experience) (Appendix-N) 1. Similar nature works completed in last 10 years along with list of applicable works. 2. Similar nature works in hand along with list of applicable works. 3. General experience along with list of applicable works. Section-4 (Personnel capability) (Appendix-N) 1. List required personnel information with designation. Section-5 (Equipment's Capabilities) (Appendix-G) 1. Detail information of equipment's machinery & plant. Section-6 (Financial Soundness) (Appendix-M) 1. Bank account maintenance certificate showing available bank credit line for the mentioned work from a scheduled bank. 2. Audit Balance sheet of last 3 years from QCR satisfactory rated audit firms registered with the Institute of Chartered Accountants of Pakistan (ICAP)

	showing net working capital, Current Assets and Liabilities of firm. 3. Tax return certificates for last 3 years. 4. Affidavit of "Non litigation" prepared on Stamp Paper in original duly notarized within the current month of submission of bid. Section-7 1. Special stipulations (As filled by the Employer) (Appendix-A). 2. Proposed construction schedule (Appendix-E). 3. Construction camp and housing facilities (Appendix-H). 4. List of Sub Contractors as required (Appendix-I). 5. Organization Chart for Supervisory staff (Appendix-K). 6. Integrity pact (Appendix-L). 7. Method of performing the work (Appendix-F).
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IB 11.1 (c)	The Bidder shall submit their Bids on EPAD System Only
IB 11.2	Maximum number of members in the JV shall be: Two (02) . Joint Venture (JV) if any must comply with minimum qualification requirement as per PEC Rule (3.3) of standard procedure for Pre-Qualification of constructors.
IB 12.1	The prices shall be quoted by the bidder in percentage Above/Below/At Par on the Engineer Estimate/BOQ.
IB 13.1	The prices shall be quoted by the bidder in: Pak Rupees Only
IB 14.1	The Bid validity period shall be 150 days .
IB 15.1	Bid Security amounting to 2% of Engineer Estimate shall be in shape of call deposit from any scheduled bank of Pakistan in the name of Managing Director, PKHA as below: (PKR 26.516 million)
IB 15.2	Bidders also have the option of submitting Bid Security in the form of Bank guarantee as per format provided in Bidding Document, issued by a reputable bank.
IB 17.1	The Pre-bid meeting will be held in the Committee Room, of PKHA, on 04/11/2025 at 1100 Hrs.
IB 18.4	Online submitted bids shall be considered, no bid in physical is required.

D. Submission of Bids

IB 19.2 (a)	Employer's address for the purpose of Bid submission is "The Managing Director, Pakhtunkhwa Highways Authority, Attached Departments Complex, Gate 5, Khyber Road, Peshawar"
IB 20.1 (a)	The dead line for submission of Bids is 11/11/2025 at 1200 Hrs.
IB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of attorney of signatory of Bid.

E. Bid Opening and Evaluation

IB 23.1	The Bids will be opened in the office of Managing Director, Pakhtunkhwa Highway Authority, Khyber Road, Peshawar on 11/11/2025 at 1230 Hrs.
IB 23.10	The Bid shall be initialled by all the members of the notified Procurement committee (PC).

F. Award of Contract

IB 32.1	Successful Bidder shall submit 10% of the Accepted Contract Amount as Performance Security in the shape of Bank Guarantee (Unconditional) on the format provided in the Bidding Document.
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FORM OF BID AND APPENDICES TO BID

FORM OF BID

ADP SCHEME NO. 1471 / 170629 (2025-26) WIDENING & IMPROVEMENT OF ROAD FROM TARNAWA TO KOHALA BALA DISTRICT HARIPUR. SUB HEAD: BALANCE WORK OF PACKAGE-III KM 18+000 TO 34+000 (16 KMS)

To:

The Managing Director,
Pakhtunkhwa Highways Authority,
Peshawar

Gentleman,

1. Having examined the Bid Solicitation Documents including Instructions to Bidders, Bidding Data, Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda/Corrigenda 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/Corrigenda for the sum of Rs. _____ or such other sums 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 @2% of the estimated cost, drawn in your favor 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 _____

SPECIAL STIPULATIONS

Clause

Conditions of Contract

1.	Engineer's Authority to issue Variation in Emergency	2.1	2% of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
3.	Time for Furnishing Program	14.1	Within 42 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third-Party Guarantee.	23.2	PKR 100,000/- in case of injury per occurrence and PKR 500,000/- in case of death per occurrence; number of occurrence 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	365 days from the date of receipt of Engineer's Notice to Commence.
7.	Amount of Liquidated Damages	47.1	0.1% of the contract amount for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
8.	Defects Liability Period	49.1	365 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	8% of the amount of Interim Payment Certificate.
10.	Limit of Retention Money	60.2	10% of Contract Price stated in the Letter of acceptance.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. 50.000 million
12.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Procuring	60.10	Not Applicable.
13.	Mobilization Advance	60.12	(a) An interest-free Mobilization Advance 10-15% of the Contract Price stated in the Letter of Acceptance shall be paid 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. 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. Note: Mobilization Advance will be provided as a financial assistance; however, regardless of Mobilization Advance payment, Contractor shall not stop Contract/Work Execution in accordance with approved program.

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:

Cost Element	Description	Units	Weightages	Applicable index
1	Fixed Portion		0.55	
2	Local Labour (Unskilled)	Per day	0.17	Government of Pakistan Federal Bureau of Statistics (FBS), Monthly Statistical Bulletin
3	Cement (OPC) for all type of cement	Bag	0.09	-do-
4	Steel (Iron Bar (M.S Bar) ½" (for all type of steel elements)	M Tons.	0.000	-do-
5	High Speed Diesel (HSD)	Liters	0.12	Government of Pakistan Federal Bureau of Statistics (FBS), Monthly Statistical Bulletin / PSO
6	Bitumen	M Ton	0.07	EX National Refinery Limited, Karachi, ARL
	Total		1.00	

Notes:

- 1) Indices for “(ii)” to “(vii)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) Fixed portion shown here is for typical road project, Procuring Entity to 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 (*KPK MRS 2024 (1st Bi-Annual)*) 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. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. Unit rates must be offered in two decimal places for an item. In case the bidder quotes rates for an item in more than two decimal places, the same shall be considered upto two significant decimal places for evaluation purposes. 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.
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 priced 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 58.2 of Part I, General Conditions of Contract.

**ADP SCHEME NO. 1471 / 170629 (2025-26) WIDENING & IMPROVEMENT OF ROAD
FROM TARNAWA TO KOHALA BALA DISTRICT HARIPUR. SUB HEAD: BALANCE
WORK OF PACKAGE-III KM 18+000 TO 34+000 (16 KMs)**

BILL OF QUANTITIES

SUMMARY OF BILLS

BILL#	DESCRIPTION	AMOUNT
1	Earth Work	498,150,731
2	Road Works (Base and Sub Base)	528,071,547
3	Structure Works (Culverts)	131,170,761
4A	Retaining Walls	87,300,670
5	Drains	51,882,333
6	Ancillary Works	29,230,349
Total (Rs.)		1,325,806,391

(BILL NO-1): EARTH WORK					
ITEM #	ITEM DESCRIPTION	UNIT	RATE (RS.)	QTY	AMOUNT (RS.)
03-11-a	Excavation in shingle or gravel formation & rock not requiring blast, undressed, 50m lead : Dry	m ³	280.37	7,728.82	2,166,930
03-66-d	Roadway Excavation in Surplus / Unsuitable Rock (Soft) Material	m ³	834.25	81,625.67	68,096,216
03-66-c	Roadway Excavation in Surplus / Unsuitable Rock (Medium) Material requiring blasting	m ³	1,243.46	106,340.30	132,229,909
03-66-b	Roadway Excavation in Surplus / Unsuitable Rock (Hard) Material requiring blasting.	m ³	1,416.74	110,859.48	157,059,063
03-71-a	Subgrade Preparation In Earth Cut ; Mod. AASHTO 95%	m ²	90.74	18,485.00	1,677,329
03-71-b	Subgrade Preparation in Rock Cut ; Mod. AASHTO 95%	m ²	191.44	60,815.00	11,642,424
03-71-c-i	Subgrade Preparation on Existing Road ; Mod. AASHTO 95%	m ²	106.58	57,889.00	6,169,810
03-70-c	Formation of Embankment from Borrow Excavation in Common Material including compaction Modified AASHTO 90% by power roller.	m ³	892.81	200.00	178,562
03-66-a	Roadway Excavation in Surplus/ Unsuitable Common material	m ³	657.05	87,238.94	57,320,347
03-70-e	Formation of Embankment from Roadway excavation in common Material	m ³	477.12	33,491.91	15,979,660
03-20-a	Transportation of earth all types beyond 250 m and upto 500 m.	m ³	312.16	120,636.43	37,657,868

03-20-b	Transportation of earth all types for every 100m extra lead beyond 500m upto 1.5 km.	m ³	48.36	64,363.57	3,112,622
03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m ³	43.97	64,363.57	2,830,066
03-52-a	uprooting stumps and removing with in 50m up to 2m girth	no	833.73	815.00	679,490
03-52-b	uprooting stumps and removing with in 50m above 2m girth	no	1189.81	1,135.00	1,350,434
Total of Bill No 01 (Rs.)					498,150,731

(BILL NO 2) ROAD WORKS BASE SUB BASE & SURFACE COURSE					
ITEM #	ITEM DESCRIPTION	UNIT	RATE (RS.)	QTY	AMOUNT (RS.)
27-93	Scarifying old road surface, including removal of debris within one chain	Sq.M	66.98	36,500.00	2,444,770
16-04-a	Granular Sub Base Course Using Pit Run Gravel	Cu.M	2,442.84	25,400.00	62,048,136
16-05-b	Water Bound Macadam Base Course	Cu.M	4,236.07	29,232.00	123,828,798
16-09-a	Bitumenous Prime Coat	Sq.M	257.77	97,440.00	25,117,109
16-14-b	Asphaltic Wearing Course (Asphalt Batch Plant Hot Mixed) i/c Transportation and Finishing complete	Cu.M	35,026.91	4,872.00	170,651,106
16-67	Formation of shoulder with permeable material Passing less than 7 % from 200 seive and P.I less than 4 as specified.	Cu.M	1,703.80	8,400.00	14,311,920
06-05-f	Plain Cement Concrete including Placing, Compacting, Finishing & Curing (Ratio 1:2:4)	Cu.M	15,436.87	8,400.00	129,669,708
Total of Bill No 02 (Rs.)					528,071,547

(BILL NO-3): STRUCTURE CULVERTS					
ITEM #	ITEM DESCRIPTION	UNIT	RATE (RS.)	QTY	AMOUNT (RS.)
03-67-a-i	Structural Excavation in Common Material	Cu.M	545.25	2,161.28	1,178,439.56
06-05-i	Plain Cement Concrete including Placing, Compacting, Finishing & Curing (Ratio 1:4:8)	Cu.M	11,471.96	424.96	4,875,101.18
06-05-f	Plain Cement Concrete including Placing, Compacting, Finishing & Curing (Ratio 1:2:4)	Cu.M	15,436.87	148.45	2,291,603.35

23-03-a-09	Providing & laying R.C.C. pipe sewers, moulded with cement concrete 1:1-1/2:3 conforming to ASTM specification C-76-79, Class II, Wall B, including carriage, lowering in trenches to correct alignment and grade, jointing with rubber ring, cutting pipes where necessary, testing, etc. complete:- 36" i/d, Wall thickness 4.1"	M	10,944.87	64.00	700,471.68
23-03-a-05	Providing & laying R.C.C. pipe sewers, moulded with cement concrete 1:1-1/2:3 conforming to ASTM specification C-76-79, Class II, Wall B, including carriage, lowering in trenches to correct alignment and grade, jointing with rubber ring, cutting pipes where necessary, testing, etc. complete:- 24" i/d, wall thickness 3".	M	4,525.06	246.00	1,113,164.76
08-03-d-03	Random Rubble Masonry in Foundation & Plinth in cement, Sand Mortar(Ratio 1:6)	Cu.M	11,114.71	1,786.02	19,851,094.35
19-31-a	Grouting Stone Pitching or apron etc, in cement, Sand mortar (1:3)	Sq.M	1,601.58	1,158.00	1,854,628.04
06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	Cu.M	17,793.23	1,017.71	18,108,330.31
06-07-b-03	RCC in raft foundation slab, base slab of column & ret. wall etc, not including in 06-07-a-03 (1:2:4)	Cu.M	17,793.23	519.80	9,248,920.95
06-08-b	Supply & fabricate M.S Reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Ton	327,869.31	180.49	59,175,492.42
19-47	Filter Granular Backfill Behind retaining wall (stone/boulders) filling upto one meter to prevent the chocking weep holes	Cu.M	2,063.51	1,100.00	2,269,861.00
06-44-c	PCC 1:3:6 in mass concrete less formwork using 30%	Cu.M	10,393.13	583.661	6,066,064.65
06-46-b	Erection and removal of Form work with Wood Surface Finshing for RCC or Plain cement oncrete in any shape - Position / Vertical	Sq.M	750.75	335.96	252,221.97
06-47-d	Erection & Removing formwork With plywood sheet to concrete in any shape/position (Vertical)	S.M	1213.02	486.88	590,595.18
03-67-d	Structural Backfill using Granular Material brought from outside	Cu.M	1,862.15	1,100.00	2,048,365
03-67-c	Structural backfill using Common Material available at site.	Cu.M	519.57	1,100.71	571,893
03-67-b-iii	Structural Excavation In Soft Rock Material	Cu.M	841.12	1,158.59	974,513
Total of Bill No 03 (Rs.)					131,170,761

(BILL NO-4): STRUCTURE RETAINING WALLS					
ITEM #	ITEM DESCRIPTION	UNIT	RATE (RS.)	QTY	AMOUNT (RS.)
03-67-a-i	Structural Excavation in Common Material	Cu.M	545.25	11,744.05	6,403,443
06-05-i	Plain Cement Concrete including Placing, Compacting, Finishing & Curing (Ratio 1:4:8)	Cu.M	11,471.96	326.06	3,740,547
06-05-f	Plain Cement Concrete including Placing, Compacting, Finishing & Curing (Ratio 1:2:4)	Cu.M	15,436.87	568.92	8,782,344
08-03-d-03	Random Rubble Masonry in Foundation & Plinth in cement, Sand Mortar(Ratio 1:6)	Cu.M	11,114.71	5,377.18	59,765,796
03-67-c	Structural backfill using Common Material available at site.	Cu.M	519.57	1,394.00	724,281
08-16	Provide & lay stone/boulder dry hand packed as filling behind retaining walls or in pitching	Cu.M	2,878.79	2,738.74	7,884,258
Total of Bill No 04 (Rs.)					87,300,670

(BILL NO-5):DRAINS					
ITEM #	ITEM DESCRIPTION	UNIT	RATE (RS.)	QTY	AMOUNT (RS.)
03-60-a	Structural Excavation in Common Material	Cu.M	545.25	4,400.00	2,399,100
06-05-i	Plain Cement Concrete including Placing, Compacting, Finishing & Curing (Ratio 1:4:8)	Cu.M	11,471.96	600.00	6,883,176
06-05-h	Plain Cement Concrete including Placing, Compacting, Finishing & Curing (Ratio 1:3:6)	Cu.M	12,859.69	850.00	10,930,737
06-05-f	Plain Cement Concrete including Placing, Compacting, Finishing & Curing (Ratio 1:2:4)	Cu.M	15,436.87	1,320.00	20,376,668
06-38-b	Erection & Removing formwork to concrete in any shape/position (Vertical)	S.M	750.75	5,560.00	4,174,170
06-47-d	Erection & Removing formwork With plywood sheet to concrete in any shape/position (Vertical)	S.M	1213.02	5,560.00	6,744,391
03-67-c	Structural Backfill using Common Material available at site	Cu.M	519.57	720.00	374,090
Total of Bill No 05 (Rs.)					51,882,333

(BILL NO-6): ANCILLARY WORKS					
ITEM #	ITEM DESCRIPTION	UNIT	RATE (RS.)	QTY	AMOUNT (RS.)
16-19-a	Road sign (any size) Double pedestal 4"x2"x0.25" 11' Long without Reflection sheet & lettering: Supply & Fixing at site with PCC 1:3:6 Max 3' Depth	EACH	23,675.53	18.00	426,160

16-18-b	Road signs (not exceeding 1 m2) without reflection sheet & lettering: Supply to the C&W store/site of work	EACH	12,059.30	18.00	217,067
16-22-a	Supply & Fixing Reflective Sheet on MS / Aluminium Road signs etc including Lettering Diamond Grade	EACH	8,829.09	35.98	317,671
16-75-a	Pavement marking in reflective thermoplast paint with glass beads for line 15 cm width.	M	161.98	33,601.68	5,442,800
16-25-c-04	Reflectroized Aluiniun Pavement studs (raised profile type-double)	EACH	532.76	1,000.00	532,760
16-25-c-04	Supply & Fixing Cat Eye single as specified	EACH	532.76	2,850.00	1,518,366
16-88-a	Metal Guard Rail as per NHA (604a)	M	3,156.86	2,000.00	6,313,720
16-88-b	Metal Guard Rail End Pieces as per NHA (604b)	EACH	3,344.92	76.00	254,214
16-88-c	Steel Post Metal Guard Rail as per NHA (604d)	EACH	8,809.89	800.00	7,047,912
16-73-a	Providing & Fixing Kerb Stone (12"x18"x6") in cement Sand Mortar 1:3 in Center media or round About as per specified	M	918.00	400.00	367,200
13-19	Paint on concrete work (Kerb stone, Barrier)	M2	1,132.08	6,000.00	6,792,480
Total of Bill No 06 (Rs.)					29,230,349
Grand Total (Rs.)					1,325,806,390

CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS

CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS

ADP SCHEME NO. 1471 / 170629 (2025-26) WIDENING & IMPROVEMENT OF ROAD FROM TARNAWA TO KOHALA BALA DISTRICT HARIPUR. SUB HEAD: BALANCE WORK OF PACKAGE-III KM 18+000 TO 34+000 (16 KMS)

(E/Cost: Rs. 1325.806 Million)

S#	Name of Bidder	<u>Pre-Requisites</u>			<u>Experience (35)</u>			Personnel Capabilities	Equipment Machinery & Plant	<u>Financial Soundness (30)</u>				<u>Remarks</u>
		Valid PEC Reg.	Valid KPRA Reg.	Valid Enlistment with (C&W Deptt.)	Similar Works Completed in last Ten (10) years (20)	Similar Works in hand (10)	General Experience (5)	(15)	(20)	Bank Credit Line (12)	Working Capital (Last 3 Years Audit Report) (10)	Tax Return Certificate for last 03 years (06)	Litigation Status (02)	Pass / Fail
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
a	Two (02) No. similar projects, i.e, Construction of Road projects having construction cost of Rs. 1060 million or above each successfully completed over last ten years will get full marks (20 Marks) . For One (01) No. completed project, bidder will get (10 Marks) . Work Orders and Completion certificates duly issued by the competent authority from the relevant departments/organization must be provided in support. Those projects will not be considered for which completion certificate is not attached.													
b	At least two (02) No. Similar Projects, i.e, construction of Road projects having construction cost of Rs. 1060 million or more each in hand (10 Marks) . Work Orders and performance certificate from the relevant departments/organization must be provided in support. Those projects will not be considered in hand for which performance certificate is not attached.													
c	At least five (05) projects of General Nature having cost of Rs. 500.000 million or more (01 Mark for Each project) . Work Orders, performance certificate in case of work in hand and Completion certificates in case of completed work from the relevant departments/organization must be attached. Those projects will not be considered for which performance certificate & completion certificate of the project is not attached.													
d	Available Bank Credit Line (12): Full marks (12 Marks) for credit line equal to or more than Rs. 1300.000 million. If credit line is less than Rs. 1300.000 million then the marks can be calculated as "A x 12 / 1300", Where A = Available Credit Line in Million.													
e	Working Capital in last three years (10): Full marks (10 Marks) for avg working capital during last three years equal to or more than Rs. 1300.000 million. For capital less than Rs. 1300.000 million, the marks can be calculated as "B x 10 / 1300" Where B = Average working capital during last three years.													
f	The Tax Returns of last 03 years must be provided. 02 Marks will be awarded for the returns of each year.													
g	02 Marks will be given in case of No litigation. 02 Marks will be given if all cases are decided in favor of the contractor. No marks will be given in case of pending cases or cases are decided against the contractor.													
h	Key Personnel: Separate candidate summary form is to be submitted for each candidate duly signed by the candidate and verified by the Employer (Applicant Firm), CV's must dully supported with experience certificates on letter head pad of the concerned department/organization, employment letters, highest qualification degree/Certificate, CNIC, and in case of BSc Civil Engineering, PEC Card & Employment Record with contractor issued by PEC as available on PEC website should be attached.													
i	100 % marks will be rewarded for owned machinery / equipment. Proof of ownership documents for requisite machinery by Excise and taxation department or purchase agreement in support of each machinery/equipment. 75% marks will be rewarded if the machinery / equipment is leased. 50% marks will be rewarded if the machinery / equipment is rented.													
j	Joint Venture (JV) if any must comply with minimum qualification requirement as per PEC Rule (3.3) of standard procedure for Pre-Qualification of constructors.													
k	No further evaluation will be carried out if the firm do not fulfill the pre-requisite and will be considered as disqualified irrespective of their experience or technical expertise.													
l	Prequalification status shall be declared on Pass / Fail basis . The applicant must secure at least 50% score in each category.													

m	The applicant must secure at least 70% overall passing marks.
---	---

The bidder must demonstrate that it has the key equipment list hereafter:

S#	Machinery	Capacity	Nos	Points
1	Asphalt Batch Plant	40-320 TPH	1	3
2	Concrete Transit Mixer	6-8 Cum	4	2
4	Concrete Batching Plant (30cuM/hr Cap.)	30cuM/hr Cap.	1	3
5	Graders	165 Hp	2	2
6	Excavator	10-45 Tons	4	1
7	Rollers (Vibrator / Static)	6 Tons / 12 Tons	6	2
8	Dumper Truck	135-405 cft	10	2
9	Tandem Rollers	1000 m2		1
10	Form Works	27 ft	1	1
11	Asphalt Paver	5000 ltr	4	2

Key Personnel

Staff	Nos	Qualification	Points
Project Manager	1	BSc Civil Engineering having 10 years' experience.	4
Quantity surveyor	1	BSc Civil/ B Tech/ DAE civil having 7 years' experience.	2
Site Engineers	3	BSc Civil Engineering having 3 years' experience or DAE civil with 5 years' experience.	3
Material Engineer	1	BSc. Civil/Geology/Geotech having 10 years' experience.	2
Senior Lab Technician	1	DAE civil with 10 years' experience.	2
Lab Technicians	2	DAE civil with 5 years' experience.	1
Surveyors	2	DAE civil with 5 years' experience.	1

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 program for completion of the whole of the Works and parts of the Works may meet Procuring Entity'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):

<u>Description</u>	<u>Time for Completion</u>
a) Whole Works	<u>365 Days</u>

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.]

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.).

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

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

Bidder' estimate of the value of work which would be executed by him during each of the periods stated below, based on his Program 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	2
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
5 th Quarter	
6 th Quarter	
7 th Quarter	
8 th Quarter	
9 th Quarter	
Bid Price	

(INTEGRITY PACT)**INTEGRITY PACT DECLARATION OF FEES, COMMISSION, AND BROKERAGE ETC. PAID IN WORKS CONTRACTS**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Bidder] 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] 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] 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] 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] 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] 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 Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

FORMS

**BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND**

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees . _____ (Rs. _____)

Bid Reference No. _____

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

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

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

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

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

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

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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____ Name _____

_____ Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring
Entity]

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the (hereinafter called the Procuring Entity) 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 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 said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

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

We, (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Entity 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 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-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.

Witness:

1.

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank)

Signature

Name _____

Title _____

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Procuring Entity") Of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Entity 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 witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda/corrigenda, 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 Special 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 Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Seal)

Signature of Procuring Entity

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Date

Guarantee No.

WHEREAS (hereinafter called the 'Procuring Entity') has entered into a Contract for (Particulars of Contract) With (hereinafter called the "Contractor").

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

AND WHEREAS, the Procuring Entity 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 acceptable to the Procuring Entity) (hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Procuring Entity 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 fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Entity for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Entity shall be the sole and final judge, on the part of the Contractor, shall be given by the Procuring Entity 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 (BANK)

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

WITNESS

1. _____

Corporate Secretary (Seal)

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

[Notes on the Conditions of Contract]

The Conditions of Contract comprise two parts:

- (a) Part I - General Conditions of Contract**
- (b) Part II - Particular Conditions of Contract**

Over the years, a number of “model” General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation International des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the fourth edition, 1987, reprinted in 1992 with further amendments).

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contracts, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the Client. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

The use of standard conditions of contract for all civil Works will ensure comprehensiveness of coverage, better balance of rights or obligations between Procuring Entity and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced. Without taking any responsibility of its being accurate, Pakistan Engineering Council with prior consent of FIDIC Secretariat, has reproduced herein the FIDIC General Conditions of Contract for reference purpose only which cannot be used by the users for preparing their bidding documents. The bidding document may include a purchased copy, the cost of which can be retrieved as part of the selling price of the bidding document. Alternatively, the FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised to obtain copies directly from FIDIC. *

* Add the following text if the bidding documents, as issued, do not include a copy: “Copies of the FIDIC Conditions of Contract can be obtained from:
FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
e-mail: fidic.pub@fidic.org – FIDIC.org/bookshop]



FEDERATION INTERNATIONALE DES
INGENIEURS-CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

PART I GENERAL CONDITIONS WITH FORMS OF TENDER AND AGREEMENT

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted in 1992 with further amendments

Copies of the FIDIC Conditions of Contract 4th Edition, 1987 reprinted in 1992
with further amendments can be obtained from:

FIDIC SECRETARIAT

P.O BOX NO. 86

1000 Lausanne 12

Switzerland

e-mail fidic.pub@fidic.org/bookshop

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PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

- (a)(i) The Procuring Entity is the Managing Director Pakhtunkhwa Highways Authority Peshawar, Attached Departments Complex, Gate#5, Khyber Road, Peshawar
- (a)(iv) The Engineer is
- (a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.
- (b)(v) The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".
- (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".
- (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 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)

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.

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]⁶.

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

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 CPM identifying the critical path/activities.

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

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.

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.

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:

- (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.

21.1 Insurance of Works and Contractor's Equipment

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

21.4 Exclusions

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).

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.

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.

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.

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.

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 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.

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.

54.5 Conditions of Hire of Contractor’s Equipment

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.

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].

59.5 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 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 KIBOR+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 / ex-warehouse

price of locally manufactured or produced materials, or (iii) market price of other materials.

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

60.11 Financial Assistance to Contractor

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 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 Peshawar, Pakistan.

68.1 Notice 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 Notice to Procuring Entity and Engineer

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

- a) The Procuring Entity:
Managing Director Pakhtunkhwa Highways Authority, Peshawar.
Attached Departments Complex, Gate No. 05, Khyber Road, Peshawar
 - b) The Engineer:
-

70.1 Increase or Decrease of Cost

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.

(b) Adjustment Formula

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

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

Where:

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;

Ln, Mn, En, 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
- (c) recover from the Contractor any loss or damage to the Procuring Entity as a result of such termination or of any other corrupt business practices of the Contractor or any of his 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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DRAWING