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**Project Management Unit
Municipal Service Delivery Program.
Government of Khyber Pakhtunkhwa**

Bidding Document

**Improvement/Rehabilitation of Water Supply System in
Malakand Division (Mingora Swat)**

**Improvement and Extension of 6 Numbers Water Supply Schemes
(Package # 2)**

March, 2020

**Project Management Unit (MSP)
Local Government, Election and Rural Development Government of Khyber Pakhtunkhwa
University Town Peshawar**

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**INVITATION
FOR BIDS**



INVITATION TO BIDS
Improvement/Rehabilitation of Water Supply and
Sanitation System in Dera Ismail Khan
&
Malakand Division (Mingora Swat)



The USAID has provided funds to finance the cost of “Improvement/Rehabilitation of Water Supply and Sanitation System in Dera Ismail Khan (DIK)” and “Improvement/Rehabilitation of Water Supply System in Malakand Division (Mingora Swat)” under Municipal Services Program (MSP) through Project Management Unit (PMU), Government of Khyber Pakhtunkhwa, to make eligible payment under the Contract for which this Invitation of Bids is issued. The detail is as under:

Dera Ismail Khan Works

SNo	Package No	Description	Estimated Cost (Rs. In million)
1	Package # 1	Improvement and Rehabilitation of 3 Nos Tube wells at Fire brigade area & Improvement and Rehabilitation of 6 Nos Tubewells at Darya band area including replacement of existing supply main pipe	Rs. 70.34
2	Package # 2	Construction of New Tubewell and Laying of Distribution system at Gillani Town	Rs. 35.41
3	Package # 3	Improvement and Rehabilitation of Water supply scheme-1 at Defence Colony Diyal Road & Scheme-5 at Himmat	Rs. 41.85
4	Package # 4	Improvement & Rehabilitation of Tubewell/Water Supply Scheme-3 at Tuseefabad #2 and laying of distribution system & Installation/Construction of New Tube well & Laying of Distribution System at Nawab Scheme-6	Rs. 23.67
5	Package # 5	Providing/Laying of Sewer line from Tank Ada/Noor Bagh till Earthen Drain near Darya Band	Rs. 355.91

Malakand Division (Mingora Swat) Works

SNo	Package No	Description	Estimated Cost (Rs. In million)
1	Package # 1	Improvement & Extension of 6 Nos Water Supply Schemes	Rs. 144.13
2	Package # 2	Improvement & Extension of 6 Nos Water Supply Schemes	Rs. 164.73
3	Package # 3	Supply & Installation of 25 Nos. Pumping sets for Tubewells	Rs. 48.79
4	Package # 4	Supply of Containers 500 Nos.	Rs. 25.73

Project Management Unit (PMU) invites sealed bids for the above works under “**Single Stage Two Envelopes**” bidding process, under KPPRA Rules, from all the eligible interested Contractors / Firms having relevant experience of carrying-out similar works and registration with Pakistan Engineering Council (PEC) Category **C-3& above**. All the bidders must be registered with Khyber Pakhtunkhwa Revenue Authority (KPPRA).

Interested Contractors must register themselves with the MSP, LGE & RD Deptt: two days prior to the closing date of bid-submission. Bid documents for said works can be obtained on any working day from the office of the Project Director, PMU, 43-B/1 Sahibzada Abdul Qayyum Khan Road, University Town, Peshawar from, **20-03-2020 to 07-04-2020**(both days inclusive) between 9:00 A.M to 4:00 PM on submission of written request on bidder's letterhead and payment of prescribed bidding Documents fee (non-refundable) of **Rs.1500 per set** in favor of PD, PMU, Municipal Services Program, Peshawar. The pre-bid meeting will be held on **31-03-2020 at 11.30 AM** in PMU office.

The bidders are advised to visit the site before submission of bids. Bids comprising Technical & Financial Bids, must be submitted in separate sealed envelopes with clear marking of **“TECHNICAL BID” & “FINANCIAL BID”** which will be received back on or before **09-04-2020** up to **11:30 A.M** in office of the PD, PMU. Technical Bids of the participating bidders will be opened **on the same day at 12:00 Noon**, by the Bid Opening Committee in presence of participating bidders or their authorized representatives who wish to be present. In case bids submission / opening day declared a holiday the same will be submitted / opened on the next working day. Bidder may quote/apply separately for each Package No. of Tender. No Tender will be issued on the opening date of the Tender.

Each bidder shall furnish a Bid Security as mentioned in the bid documents in favor of Employer, valid for a period of **120 days**, in shape of CDR from a Commercial Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of Employer. The Bid Security shall be submitted with the Bid. The Bids submitted without Bid Security will not be entertained and will be declared non-responsive. Contractors already working with MSP KP are required to furnish certificate regarding satisfactory performance duly issued by the ENGINEER MSP KP can also get bid documents. An affidavit (certificate) has to be submitted by the contractor for not involving in any litigation with the department. Certificate issued by employer regarding satisfactory completion of works by the firm during last five years is also required.

Bidding shall be done on **Above / Below** basis on BOQ. Bids should be carefully/ neat fully filled and signed by the bidders. Incomplete Bids and overwritten or conditional Bids shall not be entertained.

USAID/Pakistan has, in cooperation with the USAID Office of Inspector General, established the Anti-Fraud Hotline to provide an avenue for the reporting of fraud, waste, and abuse which may be associated with USAID funded projects in Pakistan. Complaints are handled with complete confidentiality and individuals are encouraged to report when corruption, fraud, waste or abuse may exist in the USAID/Pakistan projects. Reports can be files anonymously visa easy-to-use Hotline (toll free number 0800 84700); email at complaints@anti-fraudhotline.com; fax at 021-35390410 ; postal address at 5-C, 2nd floor Khayaban-e-Ittehad, Phase VII, DHA, Karachi, Pakistan; and on the website www.anti-fraudhotline.com

This advertisement and bid documents can also be downloaded from PMU MSP website (www.mspkp.gov.pk) and KPPRA website.

PMU may reject all or any Bids subject to relevant provision of KPPRA Rules.

Project Director
Project Management Unit, MSP KP, Peshawar
H# 43-B/1, Sahibzada Abdul Qayyum Khan Road University Town, Peshawar.091-5850523.

**INVITATION FOR
BIDS**

Date: _____

Loan / Credit No: _____

Bid Reference No. _____

1. The **Project Management Unit (PMU), Government of Khyber Pakhtunkhwa (KP)** (the “Procuring Entity”) has applied for/received a grant from the **United States Agency for International Development (USAID), Pakistan** towards the cost of, **Municipal Services Program (PMU)** and it is intended that part of the proceeds of the loan/credit will be applied to eligible payments under the Contract for the **Improvement & Rehabilitation of Water Supply & Sanitation Scheme in Malakand Division (Mingora Swat)**. Bidding is open to all the eligible Bidders.
2. The Procuring Entity invites sealed bids from eligible firms or persons licensed by the Pakistan Engineering Council in the **Category C- and above**.
3. Bidders may obtain further information from, inspect at, and acquire the Bidding Documents from the Office of the PMU, at **43-B/1, Sahibzada Abdul Qayyum Road, University Town Peshawar (Tel No. 091-5850523)**.
4. A complete set of Bidding Documents may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable fee of **Rs. 1500**.
5. A pre-Bid Meeting has been arranged on **31 /03 /2020** .at 11.30 AM. At the above address to clarify issues and to answer any questions on matters related to the Bidding Documents.
6. All bids must be accompanied by a Bid Security in the form of Pay Order or Bank Draft in favour of Procuring Entity for the **2% Bid Cost** or an equivalent amount in a freely convertible currency, and must be delivered to **43-B/1, Sahibzada Abdul Qayyum Road, University Town Peshawar (Tel 091-5850523)** at or before Pakistan Time **11.30 AM** on **09/04/2020**. Bids will be opened at **12 Noon** on the same day, in the presence of bidder’s representatives who choose to attend at the same address.
7. The bid security of successful bidder shall be retained with the PMU till completion of the defects liability period and the amount of the performance guarantee will be reduced by the equivalent amount.
8. Bids shall be submitted and evaluated as per Single Stage Two Envelope Bidding procedure by KPPRA Rules 2014 as further detailed in Bidding Data.

**INSTRUCTIONS
TO
BIDDERS**

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.

The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

2.1 The project is financed by United States Agency for International Development (USAID), Pakistan.

IB.3 Eligible Bidders

3.1 This Invitation for Bids is open to all bidders meeting the following requirements:

a. Duly licensed by the Pakistan Engineering Council (PEC) in the Category C-3 and above.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

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.

The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and

indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

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

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
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 Contract Agreement.
11. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
12. Drawings.

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

IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission of bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

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

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

To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

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;

Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

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

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.

The bidders shall quote "%age above / below" the Engineer's Estimate for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

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.

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

IB.13 Currencies of Bid and Payment

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

IB.14 Bid Validity

Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

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, at the option of the bidder, in the form of Deposit at Call issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period 28 days beyond the Bid Validity date.

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

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.

The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

The Bid Security may be 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

Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his

bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.

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

IB.17 Pre-Bid Meeting

The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.

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

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

IB.18 Format and Signing of Bid

Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

All appendices to Bid are to be properly completed and signed.

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.

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.

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.

The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

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.

Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

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.

The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the contract as defined in the Bidding Data; and
- (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

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

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

IB.20 Deadline for Submission of Bids

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

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

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

IB.21 Late Bids

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

IB.22 Modification, Substitution and Withdrawal of Bids

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

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

No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.

Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.

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

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

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

IB.24 Process to be Confidential

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

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

IB.27 Correction of Errors

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

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

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

IB.28 Evaluation and Comparison of Bids

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

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

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

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.

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

F. AWARD OF CONTRACT

IB.29 Award

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

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

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

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

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

IB.31 Notification of Award

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid

has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).

No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.

The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.

31.3 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.

Failure of the successful bidder to comply with the requirements of Sub- Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

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

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

BIDDING DATA

Bidding Data

1.1 Name and address of the Employer:

The Municipal Services Program (MSP) Project Management Unit (PMU), Government of Khyber Pakhtunkhwa (KP) 43-B/1, Sahibzada Abdul Qayyum Road, University Town Peshawar (Tel No. 091-5850523)

1.1 Name of the Project & Summary of the Works:

The provision of work is approved for Improvement/Rehabilitation of Water Supply System in Malakand Division (Mingora Swat)

Package # 2 Improvement & Extension of 6 Nos Water Supply Schemes.

“Construction of Water Supply Scheme Gull Kada No-05, Gull Kada No-06, Aman Kot No.05, Rang Mohalla No-3, FaizabadN-03, Saidu Sharif No-02”

2.1 Name of the Borrower/Source of Financing/Funding Agency:

The project is financed by United States Agency for International Development (USAID), Pakistan.

2.1 Amount and type of financing:

Not Applicable

8.1 Time limit for clarification:

Bidders' clarifications in writing should reach to the Employer's office at least three (03) days before pre-bid meeting.

10.1 Bid language:

English

11.1 (b) Prequalification Information to be updated:

Updated information shall be submitted in accordance with the Bid Evaluation criteria as per Annexure-I enclosed to IB.

11.1(c) Furnish Technical Proposal:

Proposal need to be prepared & submitted containing all the required category wise details as indicated in Evaluation Criteria given as Annexure-I to IB.

13.1 Bidders to quote entirely in Pak. Rupees only.**14.1 Period of Bid Validity:**

120 days after the date of Bid opening.

Amount of Bid Security:

- (a) *Bid Security to be a 2% Bid Cost or an equivalent amount in a freely convertible currency.*
- (b) *Bid Security shall be in the form of Pay Order or Bank Draft in favor of the Employer*

17.1 Venue, time, and date of the pre-Bid meeting:

31/ 03/2020 at 11:30 am at PMU office, 43-B/1, Sahibzada Abdul Qayyum Road, University Town Peshawar

18.4 Number of copies of the Bid to be completed and returned:

One original plus two copies.

19.1 Submission of Bids

Bids shall be submitted and evaluated as per Single Stage Two Envelope procedure given in KPPRA guidelines of procurement.

19.2(a) Employer's address for the purpose of Bid submission:

Project Director, MSP- PMU, 43-B/1, Sahibzada Abdul Qayyum Road, University Town Peshawar (Tel No. 091-5850523)

19.2(b) Name and Number of the Contract:

Improvement & Extension of 6 Nos Water Supply Schemes.(Package # 2)

20.1(a) Deadline for submission of bids:

09/ 04/2020 at 11:30AM.

23.1 Venue, time, and date of Bid opening:

*MSP- PMU, 43-B/1, Sahibzada Abdul Qayyum Road, University Town Peshawar.
09/04 /2020 at 12 noon*

28 Evaluation and Comparison of Bids

All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the prescribed bidding documents. A Technical Evaluation criteria is attached as Annexure-I to IB.

32.1 Standard form and amount of Performance Security acceptable to the Employer:

Performance Security shall be equal to 10% of Contract Amount in form of bank guarantee from a schedule Bank in Pakistan or AA rating insurance company security in favour of the Employer with validity up-to completion of Defects Liability Period.

Note: (a) The contractor / bidders who quote their bids/rates more than 10 % below the Engineer's Estimate shall submit an additional security in the form of call deposit equal to 8% of the bid cost. After commencements of work by the successful bidder 8% call deposit may be replaced by a bank guarantee of the same amount from the schedule bank.

(b) The additional security shall be repaid to the contractor in four installments each of 25% physical completion of work and subsequent certification by the Engineer.

(c) In case the bidder quotes more than 10% below the bid cost and the bid is not accompanied by the additional security, then the bid shall be considered as non-responsive and the 2nd lowest bidder and so on will be considered as responsive accordingly.

Annexure-I to IB

**Improvement and Extension of 6 Numbers Water Supply Schemes (Rs 164.73M)
(Package # 2)**

TECHNICAL EVALUATION CRITERIA

S. No.	DESCRIPTION	MAXIMUM MARKS
1.	TECHNICAL	24
i.	No. of Projects of similar nature and complexity executed / supplied in last 10 years. (02 mark for each project having individual cost / value equal to or more than Rs. 50 million – Client’s satisfaction certificates to be provided as supporting data.) – Full marks for 4 or more projects	8
ii.	Details of Projects in-hand. 02 marks for each project of similar nature having value equal to or more than Rs. 50 million. Full marks for 3 or more projects (Client’s letters of award to be provided as supporting data).	6
iii.	Sustainability, durability and design life of proposed equipment / machinery (Narration with support of technical data): <i>1. Design life (with supporting data)</i> <i>2. Certificates/guarantees of equipment and licenses if there is parent company</i> <i>3. Maintenance requirements & energy consumption details for the design life</i> <i>4. Manufacturing facility and/or Technical Service centers in Pakistan</i> <i>5. Product Data and Technical literature of proposed pumping machinery</i>	10 1) 2 2) 2 3) 2 4) 2 5) 2
2.	FINANCIAL	12
i.	Current dated Credit Facility Letter offered by the Bank is required to be submitted in original: <i>1. 2 marks for each 25 Million credit, with a maximum of 4 marks</i> <i>2. 2 marks if the credit facility offered by the bank is for this particular work package.</i>	6 1) 4 2) 2
ii.	Income Tax Returns submitted of the last 3 Tax-Years including the most recent submission (1 mark for each year).	3
iii.	Audited reports with Annual Turnover for the last 3 fiscal years (1 mark for the year having equal or more than Rs. 100 million).	3
3.	EQUIPMENT	25
i.	Test bed facility for testing of Pumps along with all accessories as per ISO-9906	5
ii.	Drilling rig	3
iii.	Tachometer, Ultrasonic Flow-meters, Pressure Measuring Devices, Water Level Meters, Pipe Threading, Power analyzer machine, Multimeter, Amp Meter, Meggar Testing Machine, Earthing Testing machine, Lugs Punch Machine etc.	2
iv.	Concrete Mixer Machine, Concrete Vibrator, Diesel Generator	3
v.	Personal Protective Equipment (PPEs) Complete Sets (2 marks for 25 or more sets,) for less than 25 sets)	2
vi.	Crane (for movement and placement of Pumps, Transformer, Generator and Motor) and Excavator	2
vii.	Video logging device for strainer and blind pipe assessment of existing bore well	2
viii.	Survey Equipment	3

ix	Dumper Truck / Trolley	2
x	Water Bouzer	1

S. No.	DESCRIPTION	MAXIMUM MARKS
4.	MANAGEMENT CAPACITY & APPROACH <i>CVs, & Valid PEC Registration Certificates of the personnel must be provided.</i>	17
i.	Incorporation of the Company and address of the Registered Office (1 mark for each 2 years, full marks for 6 or more years).	3
ii.	Project Manager, BE Electrical/Mechanical with 10 years relevant experience (2+1+1)	4
iii.	Design Manager/Engineer with at least 10 years of experience in designing of E&M works related to water supply works	3
iv.	Civil Engineer , BE with 10 years relevant experience or Associate Engineer with 15 relevant experience	3
v.	HSE Manager , 05 year relevant experience with HSE Certification (if BE, 02 years' Experience)	2
vi.	Site/QA/QC Engineer (2 Nos.) , BE with 05 years relevant experience or Associate Engineer with 10 years relevant experience	2
5	OTHERS	22
i.	Proposed Organogram for this RFP (showing all the design, manufacturing, installation, and testing positions)	3
ii.	Proposed Technical Approach and Methodology of execution and delivery of project (Not more than six pages)	10
iii.	Proposed Work Schedule/Procurement Schedule	3
iv.	Detailed description of quality control, testing and design approach	4
v.	HSE Manual	2
	Total Marks	100

- For each bidder, it is essential to obtain minimum 70 points to be technically qualified and eligible for opening of his financial proposal.
- There shall be no weightage points for technical qualification while conducting evaluation of financial proposals.
- **Valid PEC Certification and KPRA** registration update active certificate is a mandatory requirement.

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID

Bid Reference No. _____ (Name of Contract/Works)

To:

The Project Director
Project Management Unit,
Peshawar.

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, and Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
8. We undertake, if our bid is accepted, to execute the Performance Security referred to in Clause -10 of the Conditions of Contract for the due performance of the Contract.

FB-2

9. 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 _____

Appendix-A to Bid

**SPECIAL STIPULATIONS Clause
Conditions of Contract**

1.	Engineer's Authority to issue Variation in emergency	2.1	2% of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance in the form of Bank Guarantee from schedule bank of Pakistan or from any foreign bank counter guaranteed by Pakistani bank AA rating insurance company security.
3.	Time for Furnishing Programme	14.1	Within 14 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	23.2	Rs. 500,000/- for property damage and Rs. 500,000/- for personal injury/death per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	Within 07 days from the date of receipt of Employer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement or LOA.
6.	Time for Completion	43.1, 48.2	Twelve (12) calendar months from the date of receipt of Procuring Entity Notice to Commence.
7.	a) Amount of Liquidated Damages	47.1	0.1% of 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.
	b) Amount of Bonus	47.3	Not Applicable.
8.	Defects Liability Period	49.1	365 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	10 % of the amount of Interim Payment Certificate.
10.	Limit of Retention Money	60.2	5 % of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	First & remaining IPCs amount = 5 Million
12.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	28 days after certification by the Engineer.
13.	Mobilization Advance (Interest Free)	60.12	Not Applicable.

**BB-1
Appendix-B to Bid**

FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.

2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums _____%.

3. Table of Exchange Rates

Unit of Currency	Equivalent in Pak. Rupees
Australian Dollar	-----
Euro	-----
Japanese Yen	-----
U.K. Pound	-----
U.S. Dollars	-----
-----	-----
-----	-----

BC-1
Appendix-C To Bid

**PRICE ADJUSTMENT UNDER CLAUSE 70
OF CONDITIONS OF CONTRACT**

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows:

(To be filled by the Employer)

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.75	
(ii)	Local Labour	0.10	Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags	0.09	“ “ “
(iv)	Reinforcing Steel	0.06	“ “ “
	Total	1.000	

Notes:

- 1) Indices for “(ii)” to “(iv)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those 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.

For Labour, the rate of unskilled labour for Peshawar town shall be taken for calculation purpose. For Material Intercity prices for construction items shall be referred.

- 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.

BILL OF QUANTITIES**A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates / prices with contractor's quoted " above/ below %age", entered in the priced Bill of Quantities (MRS 2019) 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 bidder's quoted " above/ below %age", of the Total Engineer's Estimate
4. A rate or price has been entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of EE items against which no rate or price have been entered and/ or, items which are missing from priced Bill of Quantities, 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 bidder's quoted "above / below %age", of the Total Engineer's Estimate and where no items are provided, the cost of the same shall be deemed to be distributed among the rates and prices entered in the EE 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.
8. Notwithstanding provision of Clause 51 of the General Conditions of Contract, no claims for extra payment will be admissible on account of anticipated profit or variation in overheads expenditure for the works not actually performed nor will any adjustment

in the unit rate set forth in the Bill of Quantities be made because of any increase or decrease in the quantities indicated therein.

9. The rates quoted in the rate column are full value of unit prices as shown in unit column and are firm and final and shall be full compensation for all parts of the works to be completed as per Drawings, Specifications and Contract Conditions.

BILL OF QUANTITIES

WATER AND SANITATION SERVICES COMPANY, MINGORA SWAT			
Package -02			
Improvement and Extension of 06 No.s Water Supply System in Malakand Division (Migora Swat)			
Construction of Water Supply Scheme Gull Kada No-05,Gull Kada No-06,Aman Kot No.05,Rang Mohalla No-3,FaizabadN-03,Saidu Sharif No-02			
Summary of Cost			
S.No		Description	Amount (PKR).
1	A	Tube Well Boring 05-Numbers	13,305,394.68
2	B	Pumping Chamber 05-Numbers	2,383,660.48
3	C	Surface Water Tank 100,000 Gallons (05-Numbers Scheme)	26,064,567.47
4	D	Rising Main (06-Numbers Scheme)	45,182,683.48
5	E	Distribution System/Supply Main (05-Numbers Scheme)	64,175,763.60
6	F	Pumping Machine(05-Numbers Tube well)	9,561,801.76
TOTAL COST SCHEDULE ITEMS (Rs.)			160,673,871.47
Non Schedule Items			
7	G	Earthing System 05-Numbers (Tube well)	1,045,990.00
8	H	Relocation of Existing Utilities Lines (as per detail attached)	3,014,250.00
TOTAL COST NON SCHEDULE ITEMS (Rs.)			4,060,240.00
TOTAL AMOUNT (Schedule items+Non Schedule items) (Rs.)			164,734,111.47

Contractor premium:**Above/Below: _____ %****PKR _____ (in words
)****Contractor Signature & Company Seal****Committee Members**

Signature:

Signature:

Signature:

WATER AND SANITATION SERVICES COMPANY, MINGORA SWAT

Construction of Water Supply Scheme Gull Kada No.5, Gull Kada No.6, Aman Kot no.5, Rang Mohalla no.3, Faizabad no.3, Saidu Sharif no.5

Abstract of Cost

S.No		Description	Amount Rs.
1	A	Tube Well Boring -05 Numbers	13,305,395
2	B	Pumping Chamber -05 Numbers	2,383,660
3	C	Surface Water Tank 100,000 Gallons -05 Numbers	26,064,567
4	D	Rising Main -06 Numbers	45,182,683
5	E	Distribution System-05 Numbers	64,175,764
7	G	Pumping Machine -05 Numbers	9,561,802
TOTAL COST SCHEDULE ITEMS (Rs.)			160,673,871
Non Schedule Items			
8	H	Earthing System/Wapda charges/Demand notice	1,045,990.00
8	H	Relocation of Existing Utilities Lines	3,014,250.00
TOTAL COST NON SCHEDULE ITEMS (Rs.)			4,060,240
TOTAL AMOUNT (Schedule items+Non Schedule items) (Rs.)			164,734,111.5
TOTAL AMOUNT IN MILLION (Rs.)			164.73

Tube Well Boring -05 Numbers (Gull Kada No.5,Gull Kada No.6,Rang Mohalla no.3,Faizabad no.3,Saidu Sharif no.5)

S. No	MRS # 19	Description	Unit	Quantity	Unit Rate	Amount Rs.
1	24-41	Conducting Elec: Resistivity survey of the area and furnishing its reports	Job	5.00	32078.75	160,393.75
2	24-01-a	Mobilization of plant, equipment and camping arrangements etc & demobilization after completion	Job	5.00	44100.00	220,500.00
3	24-01-b	Subsequent mobilization in the same project area	Job	5.00	28175.00	140,875.00
4	24-02-a-09	Drilling of Bore holes for tube well in all types of soil and soft rock except hard rock from ground level upto 328 ft depth (0m to 100m), including sinking, collection of 100 % corings and withdrawing of pipe, complete as per specifications.: Dia of Bore 18" (450 mm) i/d	M	339.74	10404.90	3,534,960.73
5	24-02-a-08	Drilling of Bore holes for tube well in all types of soil and soft rock except hard rock from ground level upto 328 ft depth (0m to 100m), including sinking, collection of 100 % corings and withdrawing of pipe, complete as per specifications.: Dia of Bore 15" (375 mm) i/d	M	92.50	9180.34	849,181.45
6	24-03-a-07	Drilling of Bore holes for tube well in hard rock having unconfirmed compressive strength of 50 MPa and above from ground level upto 328 ft depth (0m to 100m), including sinking, collection of 100 % corings and withdrawing of pipe, complete as per specifications.: Dia of Bore 12" (300 mm) i/d	M	71.58	14434.09	1,033,192.16

7	24-08-c	Providing and installing M.S. Bail plug of approved make / quality in tubewell bore hole complete as per specification:- 10" (250 mm) i/d 2 ft (450 mm) long.	M	3.05	32562.80	99,316.54
8	24-11-c	Providing and installing M.S. blind pipe of socketed & welded, M.S. reducer (where necessary) of approved make / quality in tubewell bore hole, including jointing/welding with strainer, etc. complete as per specification: 10" (250 mm) Nominal Pipe Size (NPS) 1/4" (6 mm) thick	M	408.58	6399.56	2,614,732.22
9	24-07-c	Providing and installing Brass Strainer of approved make \ quality in tubewell bore hole, including socket, special sockets, studs etc. complete as per specification:- 10" (250 mm) Nominal Pipe Size (NPS) 3/16" (5 mm) thick	M	92.19	26243.64	2,419,401.17
10	24-14	Shrouding with graded pack grave 3/8" to 1/8" around tubewell in bore hole	M	492.00	266.99	131,359.08
11	06-05-f	Provision made for Ceiling of tube well by Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	M ³	8.35	8358.28	69,791.64
12	24-13-a	Cleaning and washing of tubewell with air compressor in all sizes and depth, 8" i/d and above	Hour	360.00	1070.90	385,524.00
13	24-13-b	Testing and developing of tubewell with DNT unit 8" i/d and above complete as per specifications	Hour	360.00	1358.10	488,916.00
14	24-05	Collection and submission at approved water testing laboratory of two water samples in bottles from each bore hole for testing.	Set	10.00	1494.50	14,945.00
15	24-39-d	Supplying and Fixing MS cap of 3/8" thick sheet : 10" i/d	No	5.00	2100.39	10,501.95

16	24-36-a	Supplying and Fixing MS Suspension Clamp 3/8" thick for housing pipe : 10" i/d	No	10.00	3,079.92	30,799.20
17	24-42	Logging of bore hole with electrical equipment and furnishing reports	Job	5.00	23084.00	115,420.00
AMOUNT (Rs.) A						12,319,809.89
LOCATION FACTOR 8% (Rs.)						985,585
TOTAL AMOUNT (Rs.)						13,305,394.68
Pumping Chamber -05 Numbers (Gull Kada No.5,Gull Kada No.6,Rang Mohalla no.3,Faizabad no.3,Saidu Sharif no.5)						
S. No	MRS # 19	Description	Unit	Quantity	Unit Rate	Amount Rs.
1	03-11-a	Excavation in shingle or gravel formation & rock not requiring blast, undressed, 50m lead : Dry	m3	33.25	220.50	7,331.63
2	06-44-a	PCC 1:3:6 in mass concrete less formwork using 50% boulders	m3	67.95	4738.98	322,013.69
3	06-46-b	Erecting & removing formwork to concrete in any shape / position(Vertical)	m2	131.05	432.74	56,710.58
4	07-05-a-03	Pacca brick work in ground floor Cement, sand mortar 1:4	m3	43.90	10236.54	449,384.11
5	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. Type C (1:2:4)	m3	17.60	9813.67	172,720.59
6	06-08-c	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40) (As per Actual)	Tonne	1.90	159981.50	303,964.85
7	07-05-a-03	Pacca brick work in ground floor Cement, sand mortar 1:4	m3	5.10	10236.54	52,206.35
8	11-10-b	Cement plaster 3/8" thick under soffit of RCC roof slabs only upto 20' height : (1:4)	m2	54.35	291.20	15,826.72
9	11-09-b	Cement plaster 1:4 upto 20' height 1/2" thick	m2	236.70	297.37	70,387.48

10	11-21-a-01,02,03	Distempering new surface : Three coats	m2	449.70	295.78	133,012.27
11	11-18-b	Cement pointing struck joints, on walls, upto 20' height : Ratio 1:3	m2	213.00	314.33	66,952.29
12	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	8.55	6359.02	54,369.62
13	10-15-b	Provide & lay topping of concrete 1:2:4, including surface finishing & dividing in panels: 1.5" thick	m2	56.25	676.33	38,043.56
14	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	7.80	7058.77	55,058.41
15	25-45-a	Supplying and Fixing 18 SWG MS Sheet Door/Window with angle iron frame (1.5"x1.5"x1/8"), bolt, hinges, paint etc complete	m2	19.35	7099.62	137,377.65
17	25-10	Fabrication of heavy steel work with angle, tees, sheet iron etc for making trusses, girders etc	Tonne	0.30	213889.00	64,166.70
		Electrical Work				
18	15-50	Wiring of lights fan paints in 3/029 PVC cable.	Job	25.00	1098.65	27,466.25
19	15-51	Wiring of 2 pin plug paints in 3 coat PVC cable.	Job	10.00	533.64	5,336.40
20	15-61-a	S/pin of tube light 4 rod complete.	Job	15.00	1766.70	26,500.50
21	15-25	S/Fixing of ceiling fan hooks.	Job	5.00	322.24	1,611.20
22	15-69-b	S/Fixing of exhaust fan 16" sweep.	Job	5.00	3256.30	16,281.50
23	15-68-c	S/Fixing of ceiling fan 56" sweep.	Job	5.00	4428.69	22,143.45
24	15-02-a-02	PVC conduit 20 mm (3/4") dia	M	500.00	98.54	49,270.00
25	15-05-c	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.029"	M	350.00	76.07	26,624.50
26	15-41	Earthing of iron clad/aluminium switches etc with GI wire#8 SWG in GI pipe 0.5" dia	job	5.00	6466.55	32,332.75

AMOUNT (Rs.) B	2,207,093.04
LOCATION FACTOR 8% (Rs.)	176,567
TOTAL AMOUNT (Rs.)	2,383,660.48

Surface Water Tank 100,000 Gallons -05 Numbers (Gull Kada No.5,Gull Kada No.6,Aman Kot no.5,Rang Mohalla no.3,Faizabad no.3,Saidu Sharif no.5)

S. No	MRS # 19	Description	Unit	Quantity	Unit Rate	Amount Rs.
1	03-09-a	Excavation in Shingle or Gravel rock not requiring blasting lead upto 50 m	m3	841.10	298.89	251,396.38
2	06-05-i	PCC (1:4:8) as in foundation i/c placing compacting, finishing, curing, complete i/c screening and washing of stone aggregate	m3	158.40	6,359.02	1,007,268.77
3	06-07-a-03	RCC(1:2:4) work i/c all material and labor except the cost of steel reinforcement	m3	530.80	9,813.67	5,209,096.04
4	07-05-a-02	1st Class B.B Work in (1:3) CSM	m3	246.25	10,535.57	2,594,384.11
5	06-08-c	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	Ton	57.35	159,981.50	9,174,939.03
6	11-18-b	Cement pointing struck joints, on walls, upto 20' height : Ratio 1:3	m2	1061.30	314.33	333,598.43
7	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	301.05	8,358.28	2,516,260.19
8	24-34	S/F of angle iron ladder. (1.5"x1.5"x0.25") thick and M.S bars steps (0.75") dia M.S rod complete.	m	27.40	3,148.57	86,270.82
9	24-40	Supplying and Fixing PVC Water Stopper 8" wide 3/8" thick. Providing and fixing PVC water stopper 8" wide 3/8" thick in verticle(Wall/Column) or horizontal (Floor/Slab)expansion joint including cutting and jointing	m	792.40	559.14	443,062.54

		complete in all respects.				
10	24-33	S/F of M.S Main Hole Cover 2'x2' made of angle iron frame (2"x3"x3/16") thick covered with 18 gauge M.S sheet locking arrangement and painting complete.	Job	5.00	975.13	4,875.65
11	24-35	Supplying and Fixing C.I. vent pipe for storage tanks including jally etc	m	10.00	1,697.93	16,979.30
12	11-08-b	Cement plaster 1:3 upto 20' height 1/2" thick	m2	14.85	308.30	4,578.26
13	24-16-b-11	Providing, laying, cutting, jointing, testing and disinfecting GI pipeline in trenches, with socket joint, using GI pipes of EN 10255 - 2004 (Medium Approved Quality) including special etc. Complete as per specifications 6" Nominal Pipe Size (NPS)	m	60.00	4,412.57	264,754.20
14	24-19-b-01	Providing and fixing cast iron special of BSS class "B", "C", "D" (such as bend, tee, cross collar, reducer, tail piece, flanged spigot, cap, flanged socket, taper, angle branch, plug, etc.) for cast iron pipe line, complete. (b) C.I. Flanged special with flanged joints. 3" to 6" i/d	Kg	1000.00	359.33	359,330.00
15		Providing & fixing of sluice valve of BSS quality weight (class "B") working pressure i/c cost of jointing & disinfecting		0.00		-
	(24-22-c)	BSS 6" i/d	No,s	20.00	14,092.97	281,859.40
	(24-22-b)	BSS 4" i/d	No,s	10.00	9,823.71	98,237.10
16	03-25-b,06-05-I,06-07-a,03,06-08-c,07-04-a-03,11-09-b	Construction of sluice valve chamber (2'.5x2'.5) as per site condition complete.	No,s	20.00	18,980.51	379,610.20

17	(11-21-a-01)+(11-21-a-02)	Distempering New surface : Two coats tank Two Coats CSR	m2	1061.30	201.36	213,703.37
18	24-46	Testing of soil for bearing capacity & chemical contents upto any depth.	Meter	50.00	17873.10	893,655.00
Total C						24,133,858.77
LOCATION FACTOR 8% (Rs.)						1,930,709
TOTAL AMOUNT (Rs.)						26,064,567.47
Rising Main -06 Numbers (Gull Kada No.5,Gull Kada No.6,Aman Kot no.5,Rang Mohalla no.3,Faizabad no.3,Saidu Sharif no.5)						
S. No	MRS # 19	Description	Unit	Quantity	Unit Rate	Amount Rs.
1	24-16-b-11	Providing, laying, cutting, jointing, testing and disinfecting GI pipeline in trenches, with socket joint, using GI pipes of EN 10255 - 2004 (Medium Approved Quality) including specials etc.Complete as per specifications 6" Nominal Pipe Size (NPS).	Meter	8503.51	4412.57	37,522,311.19
2	24-44	P&L Reflux valves (C.I) of BSS quality/weight including jointing material 3" i/d-6" i/d	No.	34.00	4398.1	149,535.40
3	03-51.	Excavation of trench in all kinds of soils except cutting in rock for pilelines upto 1.5m depth	m3	2125.88	188.8	401,365.44
4	04-19-c	Dismantling : Plain Cement Concrete 1:2:4	m3	288.79	2925.12	844,744.10
5	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	340.70	8358.281	2,847,693.41
6	24-72-c	Providing and fixing G.I Flanges 6" dia (5/8"Thick)	Pair	45.00	1559.3	70,168.50
Total D						41,835,818.04
LOCATION FACTOR 8% (Rs.)						3,346,865

TOTAL AMOUNT (Rs.)						45,182,683.48
Distribution System-05 Numbers (Gull Kada No.5,Gull Kada No.6,Aman Kot no.5,Rang Mohalla no.3,Faizabad no.3,Saidu Sharif no.5)						
S. No	MRS # 19	Description	Unit	Quantity	Unit Rate	Amount Rs.
1	03-51	Excavation of trench in all kinds of soils except cutting in rock for pipelines upto 1.5m depth	m3	5250.74	188.8	991,340.26
2	04-19-c	Dismantling : Plain Cement Concrete 1:2:4	m3	977.54	2925.12	2,859,410.45
3	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	1115.00	8358.281	9,319,483.32
4	01-01-a to h	Carriage Carriage of 100 cft / 5 tonne of all materials by truck or other means 2nd and subsequent 1/4 mile upto 4th mile	KM	950.00	1157.91	1,100,014.50
5		Providing, laying, cutting, jointing, testing and disinfecting GI pipeline in trenches, with socket joint, using GI pipes of EN 10255 - 2004 (Approved Quality) including specials etc.Complete as per specifications of the following Nominal Pipe Size (NPS).				-
	24-16-c-11	a) 6" light quality	Meter	103.63	3708.53	384,303.63
	24-16-c-09	a) 4" Light quality	meter	6382.20	2289.96	14,614,983.97
	24-16-c-08	b) 3" Light quality	meter	7484.00	1584.48	11,858,246.39
	24-16-c-07	c) 2-1/2" Light quality	meter	5367.27	1351.12	7,251,820.54
	24-16-c-06	d) 2" Light quality	meter	6592.50	958.35	6,317,924.57
6		Providing and fixing sluice valve of BSS quality (BS 5163) and weight Class 'B' for GI & PVC pipeline (including cost of jointing material)				-
	24-22-c	a) 6" dia	P.No	1.00	14092.97	14,092.97

	24-22-b	a) 4" dia	P.No	24.00	9823.71	235,769.04
	24-22-a	b) 3" dia	P.No	44.00	8583.27	377,663.88
	24-53-e	c) 2-1/2" dia	P.No	52.00	7277.95	378,453.40
	24-53-d	d) 2" dia	P.No	63.00	4782.13	301,274.19
Total E						56,004,781.11
LOCATION FACTOR 8% (Rs.)						4,480,382
TOTAL AMOUNT (Rs.)						60,485,163.60
Non Schdule Items (Distribution System)						
		Providing and fixing Pressure reduce valve dia,specificaion Including fixing at site				
1		a) 6" dia	P.No	1.00	186320.00	186320.00
		a) 4" dia	P.No	19.00	82100.00	1559900.00
		b) 3" dia	P.No	21.00	57580.00	1209180.00
		d) 2" dia	P.No	20.00	36760.00	735200.00
Total E						3,690,600.00
Total Cost (Schdule+ Non Schdule)						64,175,763.60
Schdule Items						
Pumping Machine -05 Numbers (Gull Kada No.5,Gull Kada No.6,Rang Mohalla no.3,Faizabad no.3,Saidu Sharif no.5)						
S. No	MRS # 19	Description	Unit	Quantity	Unit Rate	Amount Rs.

1	24-50-a-07	Supply & Installation, testing and commissioning of Submersible Pump (ISO – 9906 Certified) Coupled with Submersible rewind-able Electric Motor with AC winding and all accessories like Motor Control Unit (equipped with UV/OV, dry run protection device, surge protection, phase reverse indicator) Complete in all accessories including NRV, Pressure Gauge, Sluice valve except column pipe and power cable with appropriate Head and Discharge : 80 HP	Per job	5.00	936,674.38	4683371.90
2	24-32-f	S/H/J MS Flanged Pipe 6" i/d 5mm thick	Meter	525.00	6359.32	3338643.00
3	24-32-g	S/H/J MS Flanged Pipe 4" i/d 5mm thick (part Rate)	Meter	25.00	4326.2	108155.00
4	24-50-c-03	Supply and installation of Submersible Flat Cable made of 99.9% copper, coated with double PVC as per BSS Standards, 3x25 mm ²	Meter	550.00	1216.85	669267.50
5	15-105-c	Drilling of earth bore 3" dia 70 to 80 ft. deep or up to permanent water table, back filling, ramming, complete in all respect. grounding bores shall be made at 6 to 8 feet away from foundation and distance between earth bore shall not be less than 10 feet	Each	5.00	10,816.6	54082.75
AMOUNT (Rs.) F						8,853,520.15
LOCATION FACTOR 8% (Rs.)						708,281.61
TOTAL AMOUNT (Rs.)						9,561,801.76

Non Schdule Items						
Earthing System - Bore Type 05-Numbers						
2	NSI	<p>G.I Pipe Supply and installation of perforated G.I pipe 50mm (2") dia. 14 SWG and tinned spike to be installed in premade bore, all G.I pipe accessories like tees, bends, sockets etc.: G.I pipe shall have 1/2" predrilled hole at every 6" distance. G.I pipe shall be connected to tinned copper spike as per detail shown on drawing, complete in all respects. Length of pipe shall depend upon the depth of the bore. Payment shall be made as per actual length installed.</p>	LM	100.00	4,000.00	400,000.00
3	NSI	<p>Tinned Copper Spike Supply, installation of tinned copper spike to be manufactured as per detail shown on drawing. Spike shall be installed at bottom of G.I pipe, all nuts and bolts, complete in all respects.</p>	No	5.00	9,000.00	45,000.00
4	NSI	<p>Copper Conductor Supply, installation and connections of earthing leads consisting of stranded electrolytic copper conductor 70 mm sq. to be installed in prelaid G.I pipe and connected to tinned copper spike and to test link in man hole and from test link to desired location as per detail shown or as per the instructions of the Engineer. 2 Earthing leads shall be installed in G.I pipe, including cost of brass nuts, bolts, washers, all necessary accessories, complete in all respects. Joints of copper conductor with G.I pipe shall be covered with 3 coats of bitumen. Payment shall be made as per actual length installed.</p>	LM	150.00	1,200.00	180,000.00
5	NSI	<p>ECP (in inspection Chamber) Supply and installation of sactionable copper test link in Earth pit / Inspection Chamber made of copper plate 200mm long x 50mm wide x 6mm thick with necessary holes, all fixing accessories of the copper plates on the wall of man holes, brass nuts, bolts, washers, including cost of all necessary materials, complete in all</p>	No	5.00	23,598.00	117,990.00

		respects.				
6	NSI	Earth pit / Inspection Chamber Construction of Earth pit / Inspection Chamber as per dimension and detail shown in drawing with heavy duty RCC cover with lifting hooks and these words written with paint on cover "EARTHING PIT", complete in all respects.	No	5.00	8,500.00	42,500.00
7	NSI	Testing Testing of the earthing system with "Earth Tester" along with other testing accessories. Testing shall be performed in the presence of the Engineer and written test result duly verified by the Engineer shall be submitted to the Client for his record.	No	5.00	2,100.00	10,500.00
8	NSI	Providing and fixing, digital and recordable flow meter / water meter complete in all respect and directed by the Engineer-in-charge.	Each	5.00	50,000.00	250,000.00
AMOUNT(NSI) (Rs.)						1,045,990.00
Relocation of Existing Utilities Lines						
S.No	Non Schedule items	Description	Unit	Quantity	Unit Rate	Amount Rs.
1		Relocation of Existing Pole & Cable				
a		PTCL pole	Each	15.00	13500.00	202,500.00
b		Electrical pole	Each	13.00	27000.00	351,000.00

c		PTCL cable-Excavation trench 90cm deep including laying,paying direct OG cable as per specification with Refilling complete in all respect.	LM	275.00	1350.00	371,250.00
		Relocation of Existing Utilities Lines				-
2		Dismantling,shifting,relocation and refixing with all types material,any types of earth work and dewatering etc of existing underground utilities or waterlines/Gas including all fittings,hardware,overhead truss hanger system,if where required and additional pile lengths etc at any depth as per located site, drawings and as directed by the Engineer, work complete in all respect.				-
a		upto 50mm dia pipeline	LM	750.00	800.00	600,000.00
b		upto 75mm dia pipeline	LM	500.00	900.00	450,000.00
c		upto 100mm dia pipeline	LM	400.00	1080.00	432,000.00
d		upto 150mm dia pipeline	LM	250.00	1440.00	360,000.00
e		upto 300mm dia pipeline	LM	125.00	1980.00	247,500.00
Grand Total Amount						3,014,250.00

PROPOSED CONSTRUCTION SCHEDULE

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

Description**Time for Completion**

a) Whole Works

Six (6) Calendar Months

BF-1

Appendix-F to Bid

METHOD OF PERFORMING THE WORK

[The Bidder is required to submit a narrative outlining the method of performing the Work.

The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]

BG-1

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

BG-2

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT

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

BH-1**Appendix-H to Bid****CONSTRUCTION CAMP AND HOUSING
FACILITIES**

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

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

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

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

BI-1**Appendix-I to Bid****LIST OF SUB CONTRACTORS**

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

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

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

BJ-1

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

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

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

BK-1

Appendix-K to Bid

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

BL-1
Appendix-L to Bid

(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

Name of Buyer: Name of Seller/Supplier:
Signature: Signature:

[Seal]

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

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

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

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

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper

fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect

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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1.

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2.

Name, Title & Address

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:

(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and 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 Employer, 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.

PS-2

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

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

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

Guarantor (Bank)

Witness:

1. _____
Corporate Secretary (Seal)

Signature
Name _____
Title _____

2. _____
Name, Title & Address

Corporate Secretary (Seal)

CA-1

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesses as follows:

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

CA-2

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No. _____ Date _____

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

_____ (Particulars of Contract)

With _____ (hereinafter called the "Contractor").

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

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

AND WHEREAS, _____
(Scheduled Bank in Pakistan or Insurance Company acceptable to the Employer)
(Hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

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

(Date)

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

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

MG-2

GUARANTOR

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

WITNESS

- 1. _____
Corporate Secretary (Seal)

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

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

The Conditions of Contract comprise two parts, namely:

Part I: General Conditions

Part II: Conditions of Particular Conditions

Part I

The General Conditions of Contract shall be:



FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

PART I GENERAL CONDITIONS WITH FORMS OF TENDER AND AGREEMENT

(It is presumed that all the bidders possess original copy of FIDIC for their reference while preparation of Bid and copy of the same is also required to submit at the time of signing of Contract Agreement)

FOURTH EDITION 1987

Reprinted 1988 with editorial amendments

Reprinted in 1992 with further amendments

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PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

- (a) (i) The **Procuring Entity** is synonymous to the Employer and is **The Project Management Unit (PMU), Government of KPK,43-b/1,Sahibzada Abdul Qayyum Road, University Town, Peshawar.**
- (a) (IV) The **AiD Consultants, 37D, circular lane, University town Peshawar**, or any other consultant appointed by the USAID, and notified to the Procuring Entity, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineer is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.
- (a) (v) Pursuant to sub clause 2.2 GCC, **Engr. Shamimullah Khan, AiD Consultants Pvt Ltd. 37D, circular lane, University town Peshawar**, will act as Engineer's Representative.

The following paragraph is added:

- (a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or Joint venture submitting a Bid or Tender.
- (a)(vii) "Project Manager" shall be considered as synonymous to "The Engineer" or vice versa where used in the Bidding Documents.
- (b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

- (b)(ix) "Program" means the program to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.
- (e)(i) The text is deleted and substituted with the following:

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

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 works".
- (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".

* (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 cost in 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 Employer.)

The following Sub-Clause 2.7 is added:

2.7 Engineer Not Liable

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

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.

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).

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

The following Sub-Clauses 6.6, 6.7 and 6.8 are added:

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.

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.

Operation & Maintenance Manuals

The Operation and Maintenance Manuals shall include full instructions for the operation, servicing and maintenance of the Plant/equipment installed, not only during the period of the Contractor's liability but more particularly during its operating life.

The directions shall be set out simply, clearly and systematically. This may be divided into two volumes if desirable, one for operation and the second for servicing and maintenance.

The operational data shall include a complete physical and functional description of the equipment and step-by-step procedures for inspection, checking and adjustments for proper operation of the Equipment.

The maintenance data shall include complete instructions for routine checks, servicing, maintenance, and repair of all parts and for dismantling, handling and re-assembly of all equipment, sub-assemblies and all separate components. The maintenance data shall also include where possible parts catalogues. The lists shall provide all necessary information for identifying the parts and for re-ordering the parts including name of part, part number and catalogue references where applicable, name of manufacturer, size, capacity and other characteristics.

General arrangements, single line diagrams and detailed drawings shall be provided for ready reference in the operation and maintenance instructions.

The manuals shall be printed on ISO paper size A4 (210x297 mm) with offset or equivalent printing strongly bound in a durable stiff cover bearing the title in approved legend. Drawings shall be folded or reduced to 297 mm height. All volumes shall bear on the spine an approved shortened version of the title.

The Contractor shall submit three draft copies for approval of the Engineer prior to producing finished volumes.

The Contractor shall provide four (04) copies of the approved Operation and Maintenance Manuals prior to Taking Over by the Employer. Supplementary Operation and Maintenance Manual shall be provided by the Contractor, if required, to incorporate

changes resulting from experience during the operation and maintenance period. The work shall not be considered to be completed for the purpose of taking over until such manual and drawings have been supplied to the Employer.”

9.1 Contract Agreement

Delete and replace as follows:

The Contractor shall, if called upon so to do, enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the form annexed to these Conditions with such modification as may be necessary.

10.1 Performance Security

The text is deleted and substituted with the following:

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.

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

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

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

Programme to be submitted

The programme shall be submitted within 14 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- i) a CPM identifying the critical path/activities.
- iii) In MS Project or Primavera form as approved by the Engineer

14.3 Cash Flow Estimate to be submitted

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

The following Sub-Clause 14.5 is added:

14.5 Detailed Programme and Monthly Progress Report

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme 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) If Contractor fails to submit updated work schedule within the time instructed by the Engineer/Project Manager, the Engineer/Project Manager may withhold an amount at his discretion from next due amount and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.
- (c) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th 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.
- (d) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2 and 15.3 are added:

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.

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.

Engineer at Liberty to Object

The following is added at the end of sub clause in General Conditions of Contract:

If the Procuring Entity asks the Engineer to direct Contractor to remove a person who is a member of his staff or workforce stating the reasons the Contractor shall ensure that the person leaves the site immediately and has no further connection with the work in the Contract.

The following Sub-Clauses 16.3 and 16.4 are added:

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 Procuring Entity, however may relax conditions of the language from English to other local languages, if deemed necessary.

Employment of Local Personnel

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

The following Sub-Clauses 19.3 and 19.4 are added:

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.

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 Risks

The Procuring Entity risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
 - (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 Employer 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

The following Sub-Clauses are added after (c):

(d) General Requirements

The Contractor shall insure with any one of the insurance companies approved for this purpose by the Employer. The insurance policies shall be in the joint names of the Employer, and the Contractor against all loss or damages as stated in the General Conditions of Contract Part I and as stated herein.

Notwithstanding the responsibilities of the Contractor for indemnities and insurances as described in Sub-Clauses 21 to 24 of General Conditions of

Contract Part I, the Contractor before commencing work on Site, must discuss fully with the Engineer and the Procuring Entity the insurance coverage provided under any general policies which are to be applied to this Contract to ensure that there are no contingencies left uncovered and to reduce, as far as practicable, duplication of coverage. Should any areas of omission be discovered that are not covered by definition of responsibilities set out in these conditions, the addition or reduction in premiums required to give such insurance coverage will be paid by the Contractor. Such policies shall be obtained by the Contractor with consent of the Engineer/Procuring Entity.

The Contractor shall be responsible for deductibles and losses/damages not covered by insurances other than the excepted risks.

The insurance losses shall not affect the Procuring Entity or the Contractor's rights and obligations under the Contract.

The Contractor shall be responsible for compliance by his sub-contractors of insurances specified in these Sub-Clauses. Before each sub-contractor starts work, the Contractor shall provide the Employer proof that the sub-contractor(s) are covered by insurances specified herein for the Contractor.

All policies shall state that:

- i) The Procuring Entity shall receive at least 30 days written notice of Intended cancellation or change affecting coverage.
- ii) The Contractor is fully protected so as to provide full indemnity to Procuring Entity in respect of liability against losses or damages assumed by the Contractor under the Contract.
- iii) The inclusion of more than one insured shall not affect the rights of any other insured.
- iv) If a loss occurs the Contractor and the Procuring Entity shall be paid in relation of their share of the loss.
- v) The Insurer has no subrogation rights against any person, corporation, or organization including directors, officers, employees, servants' agents thereof which:
 - is an insured under the policy or
 - is Controlled by, Owned by, or associated with an insured, or
 - is a sub-contractor on the works, or has, before or a loss occurs, been released from liability by an insured.

Hold harmless provisions: The Procuring Entity, the Engineer and the Contractor shall be indemnified against all losses.

Employer use or occupancy: If the Procuring Entity uses or occupies all or part of the works during the life of the insurance policy, the Contractor shall ensure that the policy continues in full force and the Procuring Entity shall pay any resulting extra cost of insurance.

Loss Procedure: If a loss occurs the Contractor shall, on behalf of the Procuring Entity and himself negotiate the value of the loss with the insurer. Unless directed otherwise by the Engineer, when agreement is reached the Contractor shall repair all damages and the Procuring Entity shall pay him in accordance with the Engineer's Certificates for that part of the repairs which is the Procuring Entity responsibility.

If directed by the Engineer, instead of carrying out repairs, the Contractor shall pay to the party suffering the loss that part of the agreed value of the loss which is the Contractor's responsibility.

The provisions of this Sub-Clause 21.1(d) shall be applicable to other insurance covered by Sub-Clauses 22, 23 and 24 of General Conditions of Contract Part-I.

(e) **Automobile Liability Insurance:**

The Contractor shall also provide automobile liability insurance of all licensed vehicles owned, hired and operated by the Contractor at the Site and the risk insured shall be bodily injury, death of person and property damage or loss.

21.4 Exclusions

The text is deleted and substituted with the following:

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

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

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

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

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

The following Sub-Clauses 34.2 to 34.12 are added:

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 employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

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.

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, these facilities shall be handed over to the Procuring Entity or if the Procuring Entity so desires, 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.

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.

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.

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.

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.

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.

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.

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.

Compliance by Subcontractors

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

The following Sub-Clauses 35.2 and 35.3 are added:

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.

Reporting of Accidents

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

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

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

41.1 Commencement of Works

The text is deleted and substituted with the following:

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

The following Sub-Clause 47.3 is added:

Bonus for Early Completion of Works

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

The following Sub-Clause 47.4 is added:

Interim Liquidated Damages

Contractor's works programme submitted under Sub-Clause 14.1 of the Conditions of Contract shall be considered part of the Contract Agreement. If the Contractor's progress is not as per approved programme of works, the Contractor shall be liable for interim liquidated damages at the rate of Rs. 100,000 for each day of delay, which shall be refunded if the progress again matches the approved programme of works during the currency of works.

The amount of interim liquidated damages deducted by the Procuring Entity from the payment of the Contractor can be refunded/adjusted after consideration while determining the liquidated damages for the whole of the Works under Sub-Clauses 47.1 and 47.2 of the Conditions of Contract.

If the progress of works is observed to be behind approved programme of works against three consecutive months then the Procuring Entity may invoke Sub-Clause 63.1 (Default of Contractor) of the Conditions of Contract.

48.2 Taking Over of Sections or Parts

NOT USED.

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 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.3 Customs Clearance

Customs clearance shall be Contractor's responsibility.

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

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

The following Sub-Clauses 59.4 & 59.5 are added:

Vesting of Contractor's Plant, Equipment Temporary Works and Materials:**(a) Definitions**

For the purpose of Sub-Clause 54.

- i) The expression "Construction Plant" shall be deemed to exclude vehicles engaged in transporting any labour equipment or materials to or from the site.
- ii) The expression "Essential Hired Plant" shall mean all Constructional Plant, Equipment Temporary Works and materials of Temporary Work the withdrawal of which in the event of termination under Sub-Clause 63 hereof might (having regard to the methods of construction employed prior to the termination) endanger the safety or stability of or

result in serious disturbance to the execution of any part of the Works and which are held by the Contractor under any agreement for hire thereof.

- iii) The expression "Hired Plant" shall mean any Constructional Plant, Equipment, Temporary Works (other than essential hired plant) held by the Contractor under any agreement for hire thereof.
- iv) The expression "Agreement for Hire" shall be deemed not to include an agreement for hire purchase with an option to purchase or for conditional sale either of which is herein referred to as an "agreement for the purchase".
- v) The expression "Hire Purchase Plant" shall mean any Constructional Plant, Equipment, Temporary Works held by the Contractor under an agreement for hire purchase thereof.
- vi) The expression "owner" mean the owner of the plant and equipment of any Hire Purchase Plant.

(b) Vesting of Certain Plant

All Constructional Plant, Equipment, Temporary Works and material owned by the Contractor or by any company in which the Contractor has a controlling interest shall when brought on to the site (or in the case of hire purchase plant upon becoming the property of the Contractor) shall be and shall be deemed to become the property of the Procuring Entity.

(c) Conditions of Hire of Certain Plant

With a view to securing in the event of termination Sub-Clause 63 hereof the continued availability for the purpose of executing the Works of any essential hired plant and equipment the Contractor shall not bring on to the Site any essential hired plant unless the agreement for hire thereof contains a provision that the owner will on request in writing made by the Procuring Entity within 7 days after the date on which any such termination has become effective and on the Procuring Entity undertaking to pay all hire charges in respect thereof on the same terms in all respects as the same was hired to the contractor save that the Procuring Entity shall be entitled to permit the use thereof by any other contractor employed by it for the purposes of completing the works under the terms of Sub-Clause 63 hereof.

(d) Costs for purpose of Sub-Clause 63

In the event of the Procuring Entity entering into any agreement for hire of essential hired plant pursuant to the provisions of Sub-Clause 54.8 all sums properly paid by the Procuring Entity under the provisions of any such agreement and all expenses incurred by it (including stamp duties) in entering into such agreement shall be deemed for the purpose of Sub-Clause 63 hereof to be part of the cost of completing the Works.

(e) Contractor's Certificate as to Hiring Provisions

The Contractor shall upon request made by the Engineer at any time in relation to any item of essential hired plant forthwith notify to the Engineer in writing the name and address of the owner and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements of Sub Sub-Clause 54.8 hereof. The Contractor shall also upon request as aforesaid give a like notification (but without certificate) in regard to any hire purchase plant.

(f) Hire Purchase Payment by the Employer

The Procuring Entity shall in order to avoid seizure by the owner of any hire purchase plant be entitled to pay to such owner the amount of any overdue installment or other sum payable optionally or otherwise under any Agreement of hire purchase and in the event of his doing so any amount so paid by him shall be debt due from the Contractor to the Procuring Entity and may be deducted by the Procuring Entity from any moneys due or that may become due to the Contractor under the Contract or may be recovered by the Procuring Entity from the Contractor at law.

(g) Irrevocability of Certain Plant etc.

No Constructional Plant, Equipment Temporary Works or materials or any part thereof shall be removed from the site without the written consent of the Engineer which consent shall not be unreasonably withheld where the same is no longer immediately required for the purposes of completion of the Works but the Procuring Entity will permit the Contractor the exclusive use of all such Constructional Plant, Equipment, Temporary Works and materials in and for the completion of the Works until the occurrence of any event which gives the Employer the right to expel the Contractor from the site and proceed with the completion of the Works.

(h) Re-vesting and Removal of Plant

Upon the removal with the consent of the Engineer of any such Constructional Plant Equipment, Temporary Works or materials as have been deemed to have become the property of the Procuring Entity under Sub-Clause 54.8(b) the property therein shall be deemed to re-vest in the Contractor and, upon completion of the Works the property in the remainder of such Constructional Plant, Equipment, Temporary Works and materials as aforesaid shall subject to the provisions of Sub-Clause 63 be deemed to re-vest in the Contractor who shall remove the same together with any essential hired plant or hire purchase plant. If the Contractor shall fail to remove any Constructional Plant, Equipment, Temporary Works or materials as aforesaid or any essential hire plant or hire purchase plant within such reasonable time after completion of the Works as may be allowed by the Engineer then the Procuring Entity may:

- i) Sell any such Constructional Plant, Equipment, Temporary Works and materials as aforesaid, and

ii) return at the Contractor's expenses to the person firm or company from whom any Essential Hired Plant or any Hire Purchase Plant was held by the Contractor such essential hired plant or hire purchase plant, and after deducting from any proceeds of sale, the costs, charges and expenses of and in connection with such sale and return as aforesaid shall pay the balance (if any) to the Contractor but to the extent that the proceeds of any sale are insufficient to meet all such cost, charges and expenses the excess shall be a debt due from the Contractor to the Employer and shall be deductible or recoverable by the Employer accordingly as aforesaid.

(j) Liability for loss or injury to plant

The Procuring Entity shall not at any time be liable for the loss of or injury to any of the Constructional plant, Temporary Works or materials which have been deemed to become the property of the Procuring Entity under Sub-Clause 54.8(b) hereof save as mentioned in Sub-Clause 20 hereof.

(k) Incorporation of Sub-Clause in Sub-Contracts

The Contractor shall when entering into any sub-contract for the execution of any part of the Works incorporate in such sub-contract (by reference or otherwise) the provisions of this Sub-Clause in relation to Constructional Plant, Temporary Works and materials. Essential Hired Plant and Hire Purchase Plant to be brought on the Site by the sub-contractor.

(l) Approval of Materials etc., not implied

The operation of sub Sub-Clause 54.8(b) hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any materials at any time by the Engineer.

Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

Certification of Payments & Nominated Subcontractors

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

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

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

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).

Monthly Payments

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

Time for Payment

The text is deleted and substituted with the following:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Procuring Entity to the Contractor within 28 days, from the date such Interim Payment Certificate verified by the Engineer and received by the Procuring Entity from the Engineer or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 56 days, from the date such Final Payment Certificate verified by the Engineer and received by the Procuring Entity from the Engineer.

The following Sub-Clause 60.11 is added:

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 Employer; and
 - (6) The sum payable for such materials on Site shall not exceed 70 % 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 effected from the monthly payments on actual consumption basis.

Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Employer by adopting as per following:

Alternative One: Mobilization Advance

- (a) An interest-free Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts 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:

- Not Applicable
- (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 28 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 instalments; first instalment at the expiry of a month after the date of payment of first part of Advance and the last instalment one month before the date of completion of the Works as per Clause 43 hereof.

62.1 Defects Liability Certificate

The following text is added in 7th line of the Sub-Clause, after 'expiration of Defects Liability Period':

Or after rectification of all Defects up to Engineer's satisfaction.

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.

Special Risks

The text is deleted and substituted with the following:

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

67.3 Arbitration

In the sixth to eight lines, the words "shall be finally settled appointed under Such Rules" are deleted and substituted with the following:

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

The following paragraph is added:

The place of arbitration shall be Peshawar, Pakistan.

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,

- a. The mailing address of his principal place of business or any change in such address during the period of the Contract.
- b. Landline Number
- c. Cell Phone Number
- d. Email Address.

Notice to Procuring Entity and Engineer

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

- a) The Procuring Entity :
**Mr. Atta ur Rehman , Project Director, Project Management Unit (PMU)
43-B/1, Sahibzada Abdul Qayyum Road, University Town Peshawar**
- b) The Engineer:
Mr. Shamim Ullah Khan, PM Associates in Development, Peshawar.

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 day work 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 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 Employer, 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, 78.1, 79.1 and 80.1 are added:

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. As per Government of Pakistan (GoP) regulations, the income tax of the contractor will be deducted at source that is by PMU.

The Contractor shall pay Social Security Contributions to the Provincial Employers Social Security Institution (Local Office) and EOBI or any other department and shall submit to Employer evidence of such payments made to the respective departments as per law.

Customs Duty & Taxes

Responsibilities for Custom Duties and Taxes lies upon the Contractor.

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.

Termination of Contract for Procuring Entity 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.

79.1 Health and Safety

The Contractor shall submit detailed Health and Safety Plan for the Engineer's approval before start of Works at site and shall strictly comply with all requirements of safety regulations currently in force.

Contractor should put in place a Health Safety and Environment (HSE) management system, covering all aspects of HSE including but not limited to hazard identification; identifying roles and responsibilities; reporting and documentation requirements; emergency response and safety procedure complying with local safety regulation requirements and best industrial practices.

The Contractor shall appoint a site safety officer to the approval of the Engineer and shall take all reasonable precautions to prevent accidents to the Contractor's workforce and to the public by providing, inter alia, proper ladders for access, adequate temporary covers to manholes, fencing around excavations, hard hats for use in designated areas and notices clearly indicating "hard-hat" areas, warning lights and general illumination of hazardous areas.

The need for adequate protection to the general public in the vicinity of all excavations, open trenches, deep water and other potentially dangerous areas of the

Works is stressed. Suitable warning signs shall be installed as required by the appropriate authority or Engineer.

The Contractor shall provide and maintain on the Site suitable Life Saving and First Aid Equipment including stretchers for transporting injured persons.

All possible precautions shall be taken to provide for the safe storage of petroleum, explosives, gas bottles, and all other dangerous goods. All hazardous materials shall be stored in locked compounds. Permits shall be obtained for the storage of locked compounds. Permits shall be obtained for the storage of such materials wherever this is required by the relevant authorities, and the Contractor will be deemed to have included all costs in his Tender for the provision of necessary storage and handling requirements.

The Contractor shall conform to the regulations of the controlling authority in force at the site with respect to the precautions to be taken against fire hazards.

The Contractor shall ensure that all Works is carried out by trained and competent personnel under the supervision of responsible persons experienced in the particular aspect of the work concerned.

The Contractor shall supply his personnel with adequate safe working, aids, such as helmets, life jackets, safety harnesses, goggles, gloves, face masks etc. Such protection must be worn when appropriate.

A detailed record of all accidents shall be kept by the Contractor in a format to be agreed by the Engineer and the Engineer will be provided with a copy of all such reports.

In the event that the Contractor's safety arrangements and precautions are not to the satisfaction of the Engineer, he shall be instructed to cease work on the Works or particular section of the Works until such time as he improves such arrangements and precautions to the satisfaction of the Engineer.

A document for HSE requirements has been prepared as a guideline for the Contractor and is enclosed as **Appendix-I to CoC**. The Contractor is required to understand the requirements of this guideline as he will be required to deliver to these as a minimum. The Contractor shall price his costs in his bid based on the HSE guidelines / requirements.

80.1 Protection of the Environment

The Contractor shall take all necessary measures and precautions and otherwise ensure that the execution of the works and all associated operations on-site are carried out in conformity with statutory and regulatory environmental requirements of Federal/Provincial Environmental Protection Agencies (EPA's).

The Contractor shall take all the measures and precautions to avoid any nuisance or disturbance arising from the execution of the works. This shall wherever possible be achieved by suppression of the nuisance at source rather than abatement of the

nuisance once generated. The provision of this sub-clause shall however, be disregarded in respect of emergency work required for saving life or the safety of the works. However, after completing such works of emergent nature, suitable environmental mitigation measures will be adopted by the contractor with the approval of Engineer.

Subsequent Initial Environmental Examinations (IEE's) have been prepared for the project funding this contract. The IEE covers activities expected to be implemented under this contract. The funding agency has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this award.

Subsequently an environmental documentation form (EDF) has been prepared for the project. The EDF has been prepared and attached as **Appendix-II to CoC**. The EDF includes Environmental Review and Assessment Checklist (ERAC) and an Environmental Mitigation and Monitoring Plan (EMMP) for the project. The contractor shall carryout all works in accordance with project approved environmental documentation form and responsible for implementation of the EMMP for the project.