GOVERNMENT OF KHYBER PAKHTUNKHWA

PAKHTUNKHWA HIGHWAYS AUTHORITY

PESHAWAR

BIDDING DOCUMENT

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

(*Single Stage Two Envelopes (SSTE) Bidding Process*)

PROCUREMENT OF CIVIL WORKS:

ADP SCHEME NO. 1938/251048 – IMPROVEMENT / REHABILITATION OF CHASHMA – DARATANG ROAD VIA KAFIR KOT

ESTIMATE COST. RS. 1,126.350 million

OCTOBER, 2026

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INVITATION FOR BIDS

GOVERNMENT OF KHYBER PAKHTUNKHWA PAKHTUNKHWA
HIGHWAYS AUTHORITY, PESHAWAR
Tel: No. 091-9210557, 9210963, Fax No. 091-9210434,
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Attached Departments Complex Gate#05, Khyber Road, Peshawar

NOTICE INVITING TENDERS ON EPAD SYSTEM

(Single Stage Two Envelopes Procedure)

1. Pakhtunkhwa Highways Authority (PKHA) invites Bids from all eligible firms / contractors in accordance with "KPPRA Procurement Rules 2014" on **"Single Stage Two Envelopes"** procedure for the following works. The Bidders registered with **Khyber Pakhtunkhwa Revenue Authority (KPRA) & Pakistan Engineering Council (PEC)** in relevant category & field of specialization for the year 2026-27, having adequate financial soundness, relevant experience, personnel capabilities, required equipment & other requirements as included in ITB/Bidding Documents can participate in the tender for the following schemes:

S#	Scheme Name	Required PEC Category & Codes	Est. Cost Rs. (Million)	Tender Entry Fee (non-refundable)	Last Date & Tirne of Submission on EPAD System
i.	**ADP SCHEME NO. 1938/251048** IMPROVEMENT / REHABILITATION OF CHASHMA DARATANG ROAD VIA KAFIR KOT.	C-1 & above with CE-01Code	1,126.350	0.03% of the Estimated Cost	12/10/2026 till 1200 Hours
ii.	**ADP SCHEME NO. 1940/260372** - CONSTRUCTION OF ROAD FROM MADYAN TO KALAM INCLUDING BRIDGES DISTRICT SWAT PHASE-I (BEHRAIN BYPASS).	C-A with CE-01, CE-02, CE06 (i) Codes	6,389.470	0.03% of the Estimated Cost)	
iii.	**ADP SCHEME NO. 1942/260379** REHABILITATION OF PROVINCIAL HIGHWAY (S-3-B) FROM BAGH DHERAI TO MADYAN (SECTION KM 75-88), DISTRICT SWAT.	C-1 & Above with CE-01 Code	1,331.611	0.03% of the Estimated Cost	

2. Bidding Documents, including the Priced BOQ/Engineer's Estimate, Instructions to Bidders (ITB), Evaluation Criteria, etc., are available on the PKHA website (www.pkha.gov.pk) and the EPAD System (https://kp.eprocure.gov.pk), and can be downloaded for bidding purposes.
3. Both Technical and Financial Bids must be submitted online through the EPAD System (https://kp.eprocure.gov.pk). However, the Bid Security (2% of the Estimated Cost) shall be submitted in hard form in a sealed envelope, clearly marked as "Bid Security". Furthermore, the Non-refundable Tender Entry Fee, along with an affidavit stating that, "bid security amounting to 2% without indicating the figure in the letter, has been placed in the financial proposal or bid", clearly marked as "Tender Entry Fee & Affidavit". Both envelopes must be delivered to the Office of the Deputy Director (Procurement), PKHA Head Office, Attached Departments Complex, Gate No. 5, Khyber Road, Peshawar, on or before the closing date and time.
4. Call Deposits / Bank Guarantees issued by scheduled banks in favor of the Managing Director, PKHA shall be acceptable.
5. A pre-bid Joint Venture (JV), comprising bidders holding at least the required PEC category (or higher), shall also be eligible to participate in the bidding process. A duly signed JV Agreement must be submitted along with the Technical Proposal. The Technical Bids of the JV shall be evaluated in accordance with the share percentage specified in the JV Agreement executed among the participating firms. The Joint Venture (JV) must comply with the minimum qualification requirements as per PEC Rule 3.3 of the Standard Procedure for Pre-Qualification of Constructors.
6. Time allowed for completion shall be intimated in the Commencement letter / Letter of award.
7. Technical Bids shall be opened at 1230 hours on the same day. However, Financial Bids shall be opened after approval of the Technical Evaluation by the Competent Authority.

INF (P) 4596/26

DIRECTOR - II
PKHA, PESHAWAR

Daily Aaj, 11th Sept, 2026

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

1.1 The Procuring Entity as defined in the Bidding Data hereinafter called "the Procuring Entity" invites bids for the construction and completion of works as described in these Bid Solicitation Documents, and summarized in the Bidding Data hereinafter referred to as the "Works".

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

1.3 Throughout these Bid Solicitation Documents, the terms 'bid' and 'tender' and their derivatives (bidder / tenderer, bid / tender, bidding / tendering etc.) are synonymous.

IB.2 Source of Funds

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

IB.3 Eligible Bidders

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

a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
b. Duly prequalified / enlisted with the Procuring Entity in the category relevant to the value of the Works
c. Is neither associated, nor has been associated, directly or indirectly, with the Consultants or any other entity that has prepared the design, specifications, and other documents for the Project/Scheme or being proposed for any position in the Project Management.
d. duly registered with the Khyber Pakhtunkhwa Revenue Authority for the purpose of Sales Tax on Services.

3.2 A bidder having a conflict of interest will be declared as non-responsive if the bidder has a close business relationship with the Procuring Entity's professional personnel, who directly or indirectly involved in any part of: (i) the preparation of the bidding documents for the Works, (ii) the Bid evaluation or (iii) the supervision of such Works.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

6.1 The bidders are advised to visit and examine the site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.

6.2 The bidders and any of their personnel or representatives will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and representatives, will release and indemnify the Procuring Entity, its personnel and representatives from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bid Solicitation Documents, in addition to Invitation for Bids, are those stated below, and should be read in conjunction with any Addenda/Corrigenda issued in accordance with Clause IB.9.

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Special Conditions of Contract, Part-II (SCC).
5. Specifications – Special Provisions.
6. Specifications – Technical Provisions.
7. Form of Bid & Appendices to Bid.
8. Bill of Quantities (Appendix-D to Bid).
9. Form of Bid Security.
10. Form of Additional Security (if required)
11. Form of Contract Agreement.
12. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
13. Drawings.

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

IB.8 Clarification of Bidding Documents

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

Copies of the Procuring Entities response will be forwarded to all buyers of the Bid Solicitation Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder(s), modify the Bid Solicitation Documents by issuing addendum/corrigendum.

9.2 Any addendum/corrigendum thus issued/published shall be part of the Bid Solicitation Documents pursuant to Sub- Clause 7.1 hereof, and shall be communicated in writing to all buyers of the Bid Solicitation Documents.

9.3 To afford prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids, the Procuring Entity may extend the deadline for submission of bids in accordance with Clause IB.20 (10).

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

(a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;

(b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with average annual construction turnover;

(ii) Financial predictions for the current year and the two following years including the effect of known commitments;

(iii) Work commitments since prequalification;

(iv) Current litigation information; and

(v) Availability of critical equipment.

and

(c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid Proposed Construction Schedule Appendix-F to Bid Method of Performing the Work Appendix-G to Bid List of Major Equipment Appendix-K to Bid Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program etc;

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

(a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;

(b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

(c) the partner-in-charge shall always be duly authorized to deal with the Procuring Entity regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard 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 partner without prior written consent of the Procuring Entity.

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

IB.12 Bid Prices

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

12.2 Deleted.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

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

IB.13 Currencies of Bid and Payment

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Procuring Entity's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

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

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

IB.14 Bid Validity

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

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

IB.15 Bid Security

15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid]

15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Procuring Entity valid for a period 28 days beyond the Bid Validity date.

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

15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.

15.5 [“The bid security of the successful bidder be retained with the Procuring Entity till completion of the defect liability period and the amount of guarantee will be reduced by an equivalent amount”.]

15.6 The Bid Security may be forfeited:

(a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;

(b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or

(c) In the case of successful bidder, if he fails within the specified time limit to:

(i) furnish the required Performance Security; or

(ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

16.1 Should any bidder consider that he can offer any advantages to the Procuring Entity by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bid Solicitation Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b)technical specifications; (c)proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bid Solicitation Documents.

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

IB.17 Pre-Bid Meeting

17.1 The Procuring Entity may, on its own motion or at the request of any prospective

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

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

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

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

IB.18 Format and Signing of Bid

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

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

18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

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

18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

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

D. SUBMISSION OF BIDS IB.19

Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

(a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

(b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.

19.2 The inner and outer envelopes shall:

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

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

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

IB.20 Deadline for Submission of Bids

20.1 (a) Complete Bids must be received by the Procuring Entity at the address specified no later than the time and date stipulated in the Bidding Data In the event of the specified date for the submission of bids declared a holiday for the Procuring Entity, the Bids will be received up to the appointed time on the next working day.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

(c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

(d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

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

IB.21 Late Bids

21.1 (a) Any bid received by the Procuring Entity after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.

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

IB.22 Modification, Substitution and Withdrawal of Bids

22.1 Any bidder may modify**,** substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Procuring Entity prior to the deadline or the extended deadline pursuant to clause IB.20.2, for submission of bids.

22.2 The modification, substitution or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19

with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

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

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

E. BID OPENING AND EVALUATION IB.23

Bid Opening

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

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

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

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

IB.24 Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation, and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of the final result of the bid evaluation, which shall be done at least ten (10) days prior to the award of Contract, and place the same on its and Authority's Website (under Rule 45 of the KP Public Procurement Rules, 2014). The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Procuring Entity's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may follow Section 35 of the KPPRA Act, 2012, read with the Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rules, 2017.

IB.25 Clarification of Bids

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

discovered by the Procuring Entity in the evaluation of the bids in accordance with Clause IB.28.

IB.26 Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of bids, the Procuring Entity will determine whether each bid is substantially responsive to the requirements of the Bid Solicitation Documents.

26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security and Additional Security (if any), and (iv) conforms to all the terms, conditions, and specifications of the Bid Solicitation Documents, without material deviation or reservation.

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

IB.27 Correction of Errors

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

(a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern and

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

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

IB.28 Evaluation and Comparison of Bids

28.1 The Procuring Entity will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause IB.26.

28.2 In evaluating the bids, the Procuring Entity will determine for each bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any correction for errors pursuant to Clause IB.27;

(b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and

(c) making an appropriate adjustment for any other acceptable variation or deviation, including discounts or other price modification in the bids.

28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Procuring Entity's estimate of the cost of work to be performed under the Contract,

the Procuring Entity may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Procuring Entity may require that the amount of the Performance Security set forth in Clause IB.32
be increased at the expense of the successful bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful bidder under the Contract.

IB.29 Award of the Contract

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

29.2 The Procuring Entity, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

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

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

IB.31 Notification of Award

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

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

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

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

IB.32 Performance Security

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

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

IB.33 Signing of Contract Agreement

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

33.2 The formal Agreement between the Procuring Entity and the successful bidder shall be executed within 15 days of the receipt of the Contract Agreement by the successful bidder from the Procuring Entity.

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

BIDDING DATA

A. General

IB 1.1	The Procuring Entity is ***Managing Director, Pakhtunkhwa Highways Authority, Attached Departments Complex, Gate#5, Khyber Road, Peshawar***.
IB 1.1	The works consists of the following: ***ADP SCHEME NO. 1938/251048 – IMPROVEMENT / REHABILITATION OF CHASHMA – DARATANG ROAD VIA KAFIR KOT***
IB 2.1	The funding agency / source of financing is the ***Government of Khyber Pakhtunkhwa through Provincial ADP.***
IB3.1(B)	All the firms of JV must be registered with PEC in the category relevant to the value of the works. i.e ***C- 1 or above***.
IB3.1(C)	Bidders must he registered with PEC in the specialized codes as follows: ***CE-01***

B. Clarification of Bidding Documents

IB 8.1	On or before ***28/09/2026 till 05:00 PM*** through EPAD System only.

C. Preparation of Bids

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

	2. Proposed construction schedule (Appendix-E). 3. Construction camp and housing facilities (Appendix-H). 4. List of Sub Contractors as required (Appendix-I). 5. Organization Chart for Supervisory staff (Appendix-K). 6. Integrity pact (Appendix-L). 7. Method of performing the work (Appendix-F).

IB 11.1 (c)	The Bidder shall submit their Bids on EPAD System Only
IB 11.2	Maximum number of members in the JV shall be: ***Two (02).*** Joint Venture (JV) if any must comply with minimum qualification requirement as per PEC Rule (3.3) of standard procedure for Pre-Qualification of constructors. Both the JV firms must have the requisite specialized codes.
IB 12.1	The prices shall be quoted by the bidder in percentage ***Above/Below/At Par on the Engineer Estimate/BOQ.***
IB 13.1	The prices shall be quoted by the bidder in: Pak Rupees Only
IB 14.1	The Bid validity period shall be ***150 days***.
IB 15.1	Bid Security amounting to ***2%*** of Engineer Estimate shall be in shape of call deposit from any scheduled bank of Pakistan in the name of Managing Director, PKHA as below: ***(PKR 26.632 million)***
IB 15.2	Bidders also have the option of submitting Bid Security in the form of Bank guarantee as per format provided in Bidding Document, issued by a reputable bank.
IB 17.1	The Pre-bid meeting will be held in the Committee Room, of PKHA, on ***28/09/2026*** at ***1100*** Hrs.
IB 18.4	Only Online submitted bids shall be considered, no bid in physical is required.

D. Submission of Bids

IB 19.2 (a)	Employer's address for the purpose of Bid submission is "Office of the Deputy Director (Procurement), Pakhtunkhwa Highways Authority, Attached Departments Complex, Gate 5, Khyber Road, Peshawar"
IB 20.1 (a)	The dead line for submission of Bids is ***12/10/2026*** at ***1200*** Hrs.
IB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of attorney of signatory of Bid.

E. Bid Opening and Evaluation

IB 23.1	The Bids will be opened in the office of Managing Director, Pakhtunkhwa Highway Authority, Khyber Road, Peshawar on ***12/10/2026*** at ***1230*** Hrs.
IB 23.10	The Bid shall be initialled by all the members of the notified Procurement committee (PC).

F. Award of Contract

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

FORM OF BID
AND
APPENDICES TO BID

FORM OF BID

ADP SCHEME NO. 1938/251048 – IMPROVEMENT / REHABILITATION OF CHASHMA – DARATANG ROAD VIA KAFIR KOT

To:

The Managing Director,
Pakhtunkhwa Highways Authority,
Peshawar

Gentleman,

1. Having examined the Bid Solicitation Documents including Instructions to Bidders, Bidding Data, Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda/Corrigenda for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda/Corrigenda for the sum of Rs. _____ (Rupees _____only) or such other sums as may be ascertained in accordance with the said conditions.

2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security @2% of the estimated cost, drawn in your favor or made payable to you, and valid for a period of 120 days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

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

Dated this _____Day of _____2026

Signature: _____

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

M/S _____
(Name of Bidder in Block Capitals)
(Seal)

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in Emergency	2.1	**2%** of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	**10%** of Contract Price stated in the Letter of Acceptance.
3.	Time for Furnishing Program	14.1	Within 42 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third-Party Guarantee.	23.2	PKR 100,000/- in case of injury per occurrence and PKR 500,000/- in case of death per occurrence; number of occurrence unlimited
5.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion	43.1, 48.2	**730** days from the date of receipt of Engineer's Notice to Commence.
7.	Amount of Liquidated Damages	47.1	**0.1%** of the contract amount for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
8.	Defects Liability Period	49.1	**365** days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	**8%** of the amount of Interim Payment Certificate.
10.	Limit of Retention Money	60.2	**10%** of Contract Price stated in the Letter of acceptance.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	**Rs. 100.000 million**
12	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Procuring	60.10	**Not Applicable.**
13.	Mobilization Advance	60.12	(a) An interest-free Mobilization Advance ***10-15%*** of the Contract Price stated in the Letter of Acceptance shall be paid to the Contractor in two equal parts (b) Upon submission by the Contractor of a Mobilization Advance Guarantee/ for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan: (1) **First part** within ***14 days*** after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and (2) **Second part** within ***42 days*** from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor. This Advance shall be recovered in equal installments; first installment at the expiry of third month after the date of payment of first part of Advance and the last installment two months before the date of completion of the Works as per Clause 43 hereof. ***Note: Mobilization Advance will be provided as a financial assistance; however, regardless of Mobilization Advance payment, Contractor shall not stop Contract/Work Execution in accordance with approved program.***

Appendix-C To Bid

ADP SCHEME NO. 1938/251048 – IMPROVEMENT / REHABILITATION OF CHASHMA – DARATANG ROAD VIA KAFIR KOT

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:

Sr. No.	Description	Unit	Weightages	Applicable Index
(i)	**Fixed Portion**	**-**	**0.36**	**-**
(ii)	High Speed Diesel [for all types of fuel]	Liter	0.15	Government of Pakistan (GOP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin
(iii)	Labor Unskilled	Day (Per Day)	0.12	Government of Pakistan (GOP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin
(iv)	Cement (Ordinary Portland Cement) [for all types of Cement]	Per Bag	0.19	Government of Pakistan (GOP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin
(v)	Bitumen Grade 60/70 [In Bulk]	Metric Ton	0.18	Government of Pakistan (GOP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin
	Total		**1.00**	

Notes:

1) Indices for "(ii)" to "(vii)" are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.

2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

Appendix-D to Bid

ADP SCHEME NO. 1938/251048 – IMPROVEMENT / REHABILITATION OF CHASHMA – DARATANG ROAD VIA KAFIR KOT

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications ***(KPK MRS 2025 (1st Bi-Annual))*** and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.

3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. Unit rates must be offered in two decimal places for an item. In case the bidder quotes rates for an item in more than two decimal places, the same shall be considered upto two significant decimal places for evaluation purposes. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.

6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.

7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

ADP SCHEME NO. 1938/251048 – IMPROVEMENT / REHABILITATION OF CHASHMA – DARATANG ROAD VIA KAFIR KOT

BILL OF QUANTITIES
SUMMARY OF BILLS

ADP SCHEME NO. 1938 / 251048 (2026-27). IMPROVEMENT / REHABILITATION OF CHASHMA – DARATANG ROAD VIA KAFIR KOT		
BILL #	***DESCRIPTION***	***AMOUNT (RS)***
1	EARTH WORK	60,191,081.31
2	ROAD WORK (SUB-BASE AND BASE COURSE)	175,838,311.32
3	SURFACING	375,180,385.44
4a	CULVERTS (BOX & PIPE)	113,828,903.44
4b	RETAINING WALLS AND TOE WALLS	270,616,815.88
5	DRAINAGE AND ANTI EROSION WORKS	112,751,905.95
6	ANCILLARY WORKS	17,945,845.72
	TOTAL AMOUNT OF CIVIL WORK:	***1,126,353,249.06***
	TOTAL AMOUNT OF CIVIL WORK (Million):	***1,126.353***

BILL No: 1 (EARTH WORK)

03-62	Clearing and grubbing by mechanical means	m2	38.40	27,924.00	1,072,281.60
03-65	Compaction of Natural Ground	m2	45.42	27,956.74	1,269,794.95
03-70-i	Formation Of Embankment From Borrow Excavation In Common Material	m3	857.84	10,392.95	8,915,490.37
03-70-e	Formation of Embankment from Roadway excavation in common Material	m3	492.78	12,471.54	6,145,726.96
03-70-h	Formation Of Embankment From Roadway Excavation In Soft Rock Material	m3	1,101.86	2,309.55	2,544,795.25
03-66-a	Roadway Excavation in Surplus / Unsuitable Common Material	m3	725.74	8,786.12	6,376,435.10
03-66-d	Roadway Excavation in Surplus / Unsuitable Rock (Soft) Material	m3	849.61	4,393.06	3,732,385.58
03-66-c	Roadway Excavation in Surplus / Unsuitable Rock (Medium) Material requiring blasting	m3	1,295.69	5,857.41	7,589,387.56
03-66-b	Roadway Excavation in Surplus / Unsuitable Rock (Hard) Material requiring blasting.	m3	1,490.13	10,250.47	15,274,529.14
03-71-a	Subgrade Preparation In Earth Cut; Mod. AASHTO 95%	m2	90.63	51,227.00	4,642,703.01
03-54	Uprooting sarkanda growth & disposal within 50m	m2	17.69	48,000.00	849,120.00
03-63	Removal of Tree : Girth 150mm - 300mm including removal of stump & backfilling with sand	No	1,162.88	4.00	4,651.52
03-64-a	Removal of Tree : Girth 300mm - 600mm including removal of stump & backfilling with sand	No	2,325.77	4.00	9,303.08
03-64-b	Removal of Tree : Girth over 600mm including removal of stump & backfilling with sand	No	5,669.45	2.00	11,338.90
				Sub Total:	**58,437,943.02**
				Add 3 % of Cost Area Factor (Except NSI) :	**1,753,138.29**
				Sub Total (A):	**60,191,081.31**

BILL No: 2 ROAD WORK (SUB-BASE AND BASE COURSE)

16-04-a	Granular Sub Base Course using Pit Run Gravel	m3	2,490.09	34,380.90	85,611,544.25
16-05-b	Water Bound Macadam Base Course	m3	4,112.82	18,962.98	77,991,316.76
16-71	Grooving in existing BT road of size 4x4 cm @ 2 meter c/c.	m2	84.39	45,990.00	3,881,096.10
27-93	Scarifying old road surface, including removal of debris within one chain	m2	68.06	47,500.00	3,232,850.00
				Sub Total:	**170,716,807.11**
				Add 3 % of Cost Area Factor:	**5,121,504.21**
				Total:	**175,838,311.32**

BILL No: 3 SURFACING

16-09-a	Bituminous Prime Coat	m2	295.54	93,490.00	27,630,034.60
16-14-b	Asphaltic Wearing Course (Asphalt Batch Plant Hot Mixed) i/c Transportation and Finishing complete	m3	40,087.06	4,675.00	187,407,005.50
16-67	Formation of shoulder with permeable material Passing less than 7 % from 200 seive and P.I less than 4 as specified.	m3	1,746.49	15,359.00	26,824,339.91
06-49-f	Lean concrete	m3	14,092.19	185.00	2,607,055.15
06-49-a	Concrete Class A1	m3	20,624.03	5,808.00	119,784,366.24
				Sub Total:	**364,252,801.40**
				Add 3 % of Cost Area Factor:	**10,927,584.04**
				Total:	**375,180,385.44**

BILL No: 4a (CULVERTS BOX & PIPE)

03-67-a-i	Structural Excavation In Common Material	m3	573.19	1,738.00	996,204.22
06-49-f	Lean concrete	m3	14,092.19	239.00	3,368,033.41
06-49-a	Concrete Class A1	m3	20,624.03	692.00	14,271,828.76
06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Tone	306,713.5	103.21	31,656,452.42
06-47-a	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain Concrete in any shape - Position / Horizontal	m2	970.34	880.00	853,899.20
06-47-b	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	1,010.20	3,223.20	3,256,076.64
06-49-b	Concrete Class B	m3	15,167.24	108.68	1,648,299.81
04-20-b-i	Dismantling Of Structures And Obstructions	m3	3,391.07	1,560.00	5,290,069.20
16-66	Providing and filling sand behind abutment of bridges, culverts.	m3	3,332.18	1,623.00	5,408,128.14
16-31	Concrete Class B in Bedding and Encasement of Concrete Pipe Culvert	m3	18,679.20	350.00	6,537,720.00
16-29-d-i	Reinforced Concrete Pipe Culvert (AASHTO M-170) Dia: 910mm	m	12,894.36	110.00	1,418,379.60
16-29-f-i	Reinforced Concrete Pipe Culvert (AASHTO M-170) Dia: 1220mm	m	16,200.83	63.00	1,020,652.29
19-26	Supplying stone and stone filling in GI wire crate and its sewing, excluding cost of crates	m3	3,259.19	1,050.00	3,422,149.50
19-31-c	Grouting stone pitching or apron etc, in : Cement, sand mortar(1:6)	m2	1,143.28	1,750.00	2,000,740.00
19-13-b-03	Provide & weave GI wire netting for wire crates 6"x6" mesh : 8 SWG wire	m2	1,231.49	4,200.00	5,172,258.00
06-44-a	PCC 1:3:6 in mass concrete less formwork using 50% boulders	m3	9,198.71	2,630.00	24,192,607.30
				Sub Total:	**110,513,498.49**
				Add 3 % of Cost Area Factor:	**3,315,404.95**
				Total:	**113,828,903.44**

BILL No: 4b (RETAINING WALLS AND TOE WALLS)

03-67-a-i	Structural Excavation In Common Material	m3	573.19	6,875.00	3,940,681.25
03-68-a	Granular Backfill	m3	2,848.03	1,797.00	5,117,909.91
06-49-b	Concrete Class B	m3	15,167.24	1,577.00	23,918,737.48
06-49-a	Concrete Class A1	m3	20,624.03	296.00	6,104,712.88
06-49-f	Lean concrete	m3	14,092.19	1,182.00	16,656,968.58
04-20-b-i	Dismantling Of Structures And Obstructions	m3	3,391.07	920.00	3,119,784.40
19-31-c	Grouting stone pitching or apron etc, in : Cement, sand mortar(1:6)	m2	1,143.28	1,575.00	1,543,428.00
06-44-a	PCC 1:3:6 in mass concrete less formwork using 50% boulders	m3	9,198.71	19,140.00	176,063,309.40
06-47-b	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	1,010.20	26,004.00	26,269,240.80
				Sub Total:	**262,734,772.70**
				Add 3 % of Cost Area Factor:	**7,882,043.18**
				Total:	**270,616,815.88**

BILL No: 5 (DRAINAGE AND ANTI EROSION WORK)

03-67-a-i	Structural Excavation In Common Material	m3	573.19	8,580.00	4,917,970.20
03-68-a	Granular Backfill	m3	2,848.03	2,145.00	6,109,024.35
06-49-f	Lean concrete	m3	14,092.19	750.00	10,569,142.50
06-49-a	Concrete Class A1	m3	20,624.03	161.00	3,320,468.83
06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Tone	306,713.5	18.96	5,814,597.85
06-49-b	Concrete Class B	m3	15,167.24	3,364.74	51,033,819.12
19-26	Supplying stone and stone filling in GI wire crate and its sewing, excluding cost of crates	m3	3,259.19	3,000.00	9,777,570.00
19-13-b-03	Provide & weave GI wire netting for wire crates 6"x6" mesh : 8 SWG wire	m2	1,231.49	12,000.00	14,777,880.00
06-47-a	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain Concrete in any shape - Position / Horizontal	m2	970.34	770.00	747,161.80
06-47-b	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	1,010.20	2,376.00	2,400,235.20
				Sub Total:	**109,467,869.85**
				Add 3 % of Cost Area Factor:	**3,284,036.10**
				Total:	**112,751,905.95**

BILL No: 6 (ANCILLARY WORKS)

16-17-a	P&E at site : RCC km stone	Each	7,193.90	12.00	86,326.80
16-20-a	Traffic Road Sign Cat 1	Each	11,136.04	15.00	167,040.60
16-20-b	Traffic Road Signs Category 2, Size 900 mm	Each	11,404.29	15.00	171,064.35
16-20-c	Traffic Road Signs Category 3a	Each	27,661.41	15.00	414,921.15
16-75-a	Pavement marking in reflective thermoplast paint with glass beads for line 15 cm width.	m	178.82	29,272.80	5,234,562.10
16-24	Plastic 3M Bi Direction	Each	1,003.44	1,626.27	1,631,861.02
16-88-a	Metal Guard Rail	m	3,847.32	1,000.00	3,847,320.00
16-88-b	Metal Guard Rail End Pieces	Each	4,029.80	16.00	64,476.80
16-88-c	Steel Post of Metal Guard Rail	Each	7,565.44	332.87	2,518,333.23
16-23	Delineator Bi-directional (Diamond sheet)	Each	1,162.76	200.00	232,552.00
16-78	Right of Way Marker	Each	726.13	40.00	29,045.20
13-22-a	Preparing surface and painting with emulsion paint : First coat	m2	203.72	579.00	117,953.88
13-22-b	Preparing surface and painting with emulsion paint : 2nd & each subsequent coat.	m2	133.27	579.00	77,163.33
16-73-b	Providing and fixing kerb stone (12"x14"x6") in cement sand mortar 1:3 in center media or round about as specified.	m	943.51	3,000.00	2,830,530.00
				Sub Total of Schedule Items :	**17,423,150.46**
				Add 3 % of Cost Area Factor:	**522,694.51**
				Total:	**17,945,845.72**

CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS

CRITERIA FOR EVALUATION OF CONTRACTOR'S TECHNICAL PROPOSALS															
ADP SCHEME NO. 1938/251048 – IMPROVEMENT / REHABILITATION OF CHASHMA – DARATANG ROAD VIA KAFIR KOT															
(ESTIMATED COST: RS. 1,126.350 MILLION)															
S#	**Bidder**	***Pre-Requisites***			***Experience (60 Marks)***			***Financial Soundness (25 Marks)***				***(10 Marks)***	***(05 Marks)***	***Remarks***
		PEC Reg. C-1, CE-01	Valid KPRA Reg. (Active)	Enlistment with C&W Deptt.	Similar Works Completed ***(40)***	Similar Works in hand ***(15)***	General Experience ***(5)***	Bank Credit Line ***(10)***	Average Working Capital (Last 3 Years Audit Report) ***(10)***	Registration with FBR (Tax Returns of last 03 years) ***(03)***	Litigation Status ***(02)***	Personnel Capabilities ***(10)***	Equipment Machinery & Plant ***(05)***	Pass / Fail
					a	b	c	d	e	f	g	h	i	
a	**Similar Works Completed (40 Marks):** Two (02) No. similar projects, i.e, Construction / Rehabilitation / Improvement of Road projects for which the civil work cost is **Rs. 800 million or more,** each successfully completed over last five years will get full marks **(40 Marks).** Work Orders and Completion certificates duly issued by the competent authority from the relevant departments must be provided in support. Those projects will not be considered for which Work Order & Completion certificates are not attached.													
b	**Similar Works in hand (15 Marks):** At least Two (02) No. Similar Projects, i.e, Construction / Rehabilitation / Improvement of Road projects for which the civil work cost of **Rs. 800 million or more,** each in hand **(7.5 Marks)**. Work Orders / Letter of Acceptance from the relevant departments must be provided in support. Those projects will not be considered in hand for which Work Orders or Letters of Acceptance are not attached.													
c	**General Experience (05 Marks):** At least five (05) projects of General Nature having cost of **Rs. 600 million or more (01 Mark for Each project)**. Work Orders &/or performance certificate in case of work in hand and Completion certificates in case of completed work from the relevant departments must be attached.													
d	**Available Bank Credit Line (10 Marks):** • Full Marks are given in case of limit is **Rs. 500** million or more. For limit less than Rs. 500 million and more than Rs. 300 million, use formula (A/500) x 10 (A= Available Bank Credit Line Limit). **•No Marks are given in case A<Rs. 300 million.** •The bidder shall submit a valid and verifiable Bank Credit Line Certificate issued exclusively by the Credit Administration Department (CAD) of the respective bank. •The certificate must clearly indicate the available credit limit specifically for this project and must be duly signed and stamped by the authorized officials of the CAD. •Certificates issued by any branch office, relationship manager, or any department other than the Credit Administration Department (CAD) shall not be considered for evaluation purposes.													
e	**Average Working Capital in last three years (10 Marks):** Full Marks are given in case of **WC is Rs. 500 million** or more. For WC less than Rs. 500 million and more than Rs. 300 million, formula will be used (A/500) x 10 (A= Average Working Capital in last 3 years). **• No Marks are given in case A<Rs. 300 million.**													
f	**Registration with FBR (03 Marks):** The bidder must be registered with FBR and shall be on ATL of FBR. NTN Certificate and the **Tax Returns of last 03 years must be provided.** 01 Mark will be awarded for the returns of each year.													
g	**Litigation Status (02 Marks):** Full Marks will be given in case of No litigation or if all the cases are decided in favor of the contractor. No marks will be given in case of pending cases or cases are decided against the contractor.													
h	**Key Personnel (10 Marks):** Separate candidate summary form is to be submitted for each candidate duly signed by the candidate and verified by the Employer (Applicant Firm), CVs, employment letters, required qualification degree / Certificate, CNIC, and in case of BSc Civil Engineering, PEC Card & Employment Record with contractor issued by PEC as available on PEC website should be attached. ***B.Sc. Civil Engineers proposed by the bidder shall be duly verified and must be listed on the firm's panel as available on the Pakistan Engineering Council (PEC) official website. Any engineer not appearing on the firm's PEC online portal shall not be considered for evaluation***													
i	**Plant, Machinery & Equipment (05 Marks):** The Bidder shall furnish an undertaking on a duly notarized stamp paper affirming that it possesses all the requisite machinery and equipment necessary for the execution of the project. The Bidder shall also provide a detailed list of such machinery and equipment, clearly indicating the status of each item (owned, leased, or to be procured)." **100 %** marks will be rewarded for owned machinery / equipment. Proof of ownership documents for requisite machinery by Excise and taxation department or purchase agreement in support of each machinery/equipment. **75%** marks will be rewarded if the machinery / equipment is leased. **50%** marks will be rewarded if the machinery / equipment is rented.													
j	**In case of Joint Venture**, all the **JV firms must be registered in the required PEC category and have the requisite specialized codes**. JV must comply with minimum qualification requirement as per PEC Rule (3.3) of standard procedure for Pre-Qualification of constructors. No further evaluation will be carried out if the firm do not fulfill the minimum qualification requirement as per PEC Rule (3.3) and will be considered as disqualified irrespective of their experience or technical expertise etc. The Technical Bids of the JV shall be evaluated in accordance with the share percentage specified in the JV Agreement executed among the participating firms.													
k	Qualification status shall be declared on ***Pass / Fail basis***. The applicant must secure at least 50% score in each category. The applicant must secure at least 70% overall passing marks.													
Note	**No further evaluation will be carried out if the firm do not fulfill the pre-requisite and will be considered as disqualified irrespective of their experience or technical expertise etc.**													

The bidder must demonstrate that it has the key equipment list hereafter:						Key Personnel			
S#	**Machinery**	**Capacity**	**Nos**	**Points**		**Staff**	**Nos**	**Qualification & Experience**	**Points**
1	Asphalt Batch Plant	40-320 TPH	1	0.7		Project Manager	1	Bsc Civil Engineering having 10 years' experience.	3
2	Concrete Transit Mixer	6-8 Cum	4	0.4		Quantity surveyor	1	BSc Civil/ B Tech/ DAE civil having 7 years' experience.	1
3	Concrete Batching Plant (30cuM/hr Cap.)	30cuM/hr Cap.	1	0.5		Site Engineers	2	Bsc Civil Engineering having 3 years' experience or DAE civil with 5 years' experience.	2
4	Graders	165 Hp	2	0.5		Material Engineer	1	BSc. Civil/Geology/Geotech having 10 years' experience.	1
5	Excavator	10-45 Tons	4	0.4		Senior Lab Technician	1	DAE civil with 10 years' experience.	1
6	Rollers (Vibrator / Static)	6 Tons / 12 Tons	5	1		Lab Technicians	1	DAE civil with 5 years' experience.	1
7	Dumper Truck	135-405 cft	10	0.5		Surveyors	1	DAE civil with 5 years' experience.	1
8	Tandem Rollers	8 Tons	2	0.4				**Total**	**10**
9	Asphalt Paver	27 ft	1	0.2					
10	Water Bowser	5000 ltr	4	0.2					
11	Form Works	1000 m2		0.2					
			Total	**5**					

Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

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

Description	Time for Completion
a) Whole Works	730 Days

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.]

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.).

Appendix-I to Bid

LIST OF SUBCONTRACTORS

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

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

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

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

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

Quarter/ Year/ Period	**Amounts (1,000 Rs.)**
1	**2**
1st Quarter	
2nd Quarter	
3rd Quarter	
4th Quarter	
5th Quarter	
6th Quarter	
7th Quarter	
8th Quarter	
9th Quarter	
Bid Price	

Appendix-L to Bid

(INTEGRITY PACT)

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

Contract No._____Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

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

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

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

(1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Procuring Entity, notice of which extension(s) to the Surety is hereby waived;

(2) that the Bid Security of unsuccessful Bidders will be returned by the Procuring Entity after expiry of its validity or upon signing of the Contract Agreement; and

(3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Procuring Entity pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

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

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

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

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

SURETY (Bank)

WITNESS: Signature _____

1. _____ Name _____

_____ Title _____

Corporate Secretary (Seal) Corporate Guarantor (Seal)

2. _____

_____

Name, Title & Address

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring Entity]

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

Name of Principal (Contractor) with address:_____
_____

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

Letter of Acceptance No. _____Dated _____

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

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

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

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

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

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

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

_____
Guarantor (Bank)

Witness:

1.

Signature

_____
Corporate Secretary (Seal)

Name _____

Title _____

2. _____

_____
Name, Title & Address

_____
Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents after incorporating addenda/corrigenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:

(a) The Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Special Conditions of Contract – Part II;
(f) The General Conditions – Part I;
(g) The priced Bill of Quantities (Appendix-D to Bid);
(h) The completed Appendices to Bid (B, C, E to L);
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other).

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor	Signature of Procuring Entity
(Seal)	(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:	Witness:
_____	_____
(Name, Title and Address)	(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Date

Guarantee No.

WHEREAS (hereinafter called the 'Procuring Entity') has entered into a

Contract for (Particulars of Contract)

With (hereinafter called the "Contractor").

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

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

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

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

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

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

_____
(Date)

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

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

GUARANTOR (BANK)

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

WITNESS

1. _____

_____
Corporate Secretary (Seal)

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

[Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

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

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

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

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

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

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FEDERATION INTERNATIONAL DES INGENIEURS-CONSEILS

CONDITIONS OF

CONTRACT FOR WORKS OF

CIVIL ENGINEERING

CONSTRUCTION

PART - I GENERAL CONDITIONS

WITH FORMS OF TENDER AND AGREEMENT

NOT TO BE CITED

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
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PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

(a)(i) The Procuring Entity is the Managing Director Pakhtunkhwa Highways Authority Peshawar, Attached Departments Complex, Gate#5, Khyber Road, Peshawar

(a)(iv) The Engineer is .....

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

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

(e)(i) The text is deleted and substituted with the following:
"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;
The Engineer shall obtain the specific approval of the Procuring Entity before carrying out his duties in accordance with the following Clauses:

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

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

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

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

2.2 Engineer's Representative

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

2.7 Engineer Not Liable

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

2.8 Replacement of the Engineer

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

5.1 Language(s) and Law

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

5.2 Priority of Contract Documents

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

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Particular Conditions of Contract – Part II;
(6) The General Conditions – Part I;
(7) The priced Bill of Quantities (Appendix-D to Bid);
(8) The completed Appendices to Bid (B, C, E to L);
(9) The Drawings;
(10) The Specifications; and
(11) _____Any Other

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

6.6 Shop Drawings

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

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

6.7 As-Built Drawings

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

10.1 Performance Security

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

(b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan [deleted][6].

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

10.4 Performance Security Binding on Variations and Changes

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

14.1 Program to be Submitted

The program shall be submitted within 42 days from the date of receipt of Letter of Acceptance, which shall be in the form of CPM identifying the critical path/activities.

14.3 Cash Flow Estimate to be Submitted

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

14.5 Detailed Program and Monthly Progress Report

a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed program for the following:

(1) Execution of Works;
(2) Labour Employment;
(3) Local Material Procurement;
(4) Material Imports, if any; and
(5) Other details as required by the Engineer.

(b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8 day of the following month, 5 copies each of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his program of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate progress; and
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.

(c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.2 Language Ability of Contractor's Representative

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

15.3 Contractor's Representative

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

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

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

16.4 Employment of Local Personnel

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

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan and KPK with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.
The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

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

20.4 Procuring Entity's Risks

The Procuring Entity's risks are:

(a) insofar as they directly affect the execution of the Works in KPK

- (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;

(b) loss or damage due to the use or occupation by the Procuring Entity of any Section or part of the Permanent Works, except as may be provided for in the Contract;

(c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and

(d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:

- (i) could not have reasonably foreseen, or
- (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
  - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
  - (b) insure against.

21.1 Insurance of Works and Contractor's Equipment

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

21.4 Exclusions

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

25.5 Insurance Company

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

Costs of such insurances shall be borne by the Contractor.

31.3 Co-operation with other Contractors

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

34.2 Rates of Wages and Conditions of Labour

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

34.3 Employment of Persons in the Service of Others

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

34.4 Housing for Labour

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

34.5 Health and Safety

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

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made

by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

34.7 Supply of Water

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

34.8 Alcoholic Liquor or Drugs

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

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

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

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

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

35.2 Records of Safety and Health

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

35.3 Reporting of Accidents

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

36.6 Use of Pakistani Materials and Services

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

41.1 Commencement of Works

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

48.2 Taking Over of Sections or Parts

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

51.2 Instructions for Variations

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

52.1 Valuation of Variations

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

54.5 Conditions of Hire of Contractor's Equipment

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

59.4 Payments to Nominated Subcontractors

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

59.5 Certification of Payments & Nominated Subcontractors

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

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

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

60.1 Monthly Statements

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

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

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

60.2 Monthly Payments

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

60.10 Time for Payment

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 47, be paid by the Procuring Entity to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Entity and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Entity and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Entity to make payment within the times stated, the Procuring Entity shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum for local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

Not Applicable

The following Sub-Clause 60.11 is added:

60.11 Secured Advance on Materials

a) The Contractor shall be entitled to receive from the Procuring Entity Secured Advance against an indemnity bond acceptable to the Procuring Entity of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:

(1) The materials are in accordance with the Specifications for the Permanent Works;

(2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;

(3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;

(4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefor;

(5) Ownership of such materials shall be deemed to vest in the Procuring Entity and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Entity; and

(6) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.

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

60.11 Financial Assistance to Contractor

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

(*Appropriate* alternative only to be retained)

Alternative One: Mobilization Advance

(a) An interest-free Mobilization Advance 10-15 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Entity to the Contractor in two equal parts

(b) upon submission by the Contractor of a Mobilization Advance Guarantee/ for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan:

(1) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and

(2) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor.

(b) This Advance shall be recovered in equal installments; first installment at the expiry of third month after the date of payment of first part of Advance and the last installment two months before the date of completion of the Works as per Clause 43 hereof.

Alternative Two: Mobilization/ Demobilization Cost

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

(i) 80 % of the Mobilization Cost shall be paid for mobilization at Site. This payment shall be in three stages as follows:

Stage I:20 % of Mobilization Cost upon obtaining and furnishing of Performance Security and insurance policies and construction of camp and housing facilities as required under the Contract;

Stage II:30 % of Mobilization Cost upon providing & installing preliminary requirements of Contractor's Equipment, materials and temporary structures for the commencement of Works to the satisfaction of the Engineer and achieving 3 % value of the Works (excluding payment under Stage-I);

Stage III: 30 % of Mobilization Cost upon providing balance Contractor's Equipment to complete full requirement for the entire work and after achievement of progress to the extent of 6 % value of the Works (excluding payments under Stages I and II); and

(ii) 20 % of Mobilization Cost shall be paid for operation and maintenance of the constructed facilities and for demobilization as per schedule of payment to be submitted by the Contractor in accordance with Clause 57.2 and approved by the Engineer.

Alternative Three: Materials Supplied by Procuring Entity

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

The list of materials, quantities and rates to be charged to the Contractor shall be provided along with Appendix-A to Bid "Special Stipulations".
(Procuring Entity may opt either "Secured Advance on Materials" or "Financial Assistance to Contractor")

63.1 Default of Contractor

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

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

65.2 Special Risks

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

67. 3 Arbitration

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

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

The following paragraph is added:

The place of arbitration shall be Peshawar, Pakistan.

68.1 Notice to Contractor

The following paragraph is added:

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

68.2 Notice to Procuring Entity and Engineer

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

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

b) The Engineer:

_____

70.1 Increase or Decrease of Cost

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

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

(a) Other Changes in Cost

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

(b) Adjustment Formula

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

$$Pn = A + b\frac{Ln}{Lo} + c\frac{Mn}{Mo} + d\frac{En}{Eo} + \cdots\cdots\cdots\cdots$$

Where:

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

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

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

Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements for month "n" , determined pursuant to Sub-Clause 70.1(d), applicable to each cost element; and

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

(c) Sources of Indices and Weightages

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

(d) Base, Current, and Provisional Indices

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

(e) Adjustment after Completion

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

(f) Weightages

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

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

73.1 Payment of Income Tax

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

73.2 Customs Duty & Taxes

(Procuring Entity may incorporate provisions where applicable)

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the Procuring Entity shall be entitled to:

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;

(b) terminate the Contract; and

(c) recover from the Contractor any loss or damage to the Procuring Entity as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

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

75.1 Termination of Contract for Procuring Entity's Convenience

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

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and

(b) shall be paid by the Procuring Entity as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

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

77.1 Joint and Several Liability

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

78.1 Details to be Confidential

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

79.1 VEHICLES FOR CONSTRUCTION SUPERVISION

A GENERAL

On the instruction of the Employer, the Contractor shall provide and make available at all times the following new vehicle for the exclusive use by the Employer and his staff at their designated offices for project supervision and other project purposes.

- 1 No. Toyota Pickup Double Cabin (REVO) or Equivalent, new and latest model: Air Conditioned and fully equipped as per manufacturer's specifications.

The Contractor shall provide safe, experienced, and competent drivers with the approval of the Employer for the above vehicles. The Driver shall be responsible for the vehicle allocated to him for the duration of the entire duration of the Contract, and any extended period and for any period of delay attributable to the Contractor. The Contractor shall promptly replace any driver who, in the Employer's opinion, is not performing satisfactorily.

The Contractor shall provide vehicle within 15 days of receipt of such instructions from the Employer. In case of failure to provide the vehicle within the prescribed period of time, the Contractor will pay penalty to the Employer at a rate equivalent to the per day rental of the vehicle required to be provided during that specific period for which the Contractor fails to provide the vehicle.

B MAINTENANCE OF VEHICLES:

The Vehicle shall be registered, taxed, comprehensively insured, fueled, repaired, serviced, and maintained by the Contractor, for the duration of the Contact and for any extended period under the Contract and for any period of delay attributable to the Contractor, in the following manner:

(i) If the vehicle is not in a road worthy condition, the Contractor shall provide the Employer a temporary replacement of the vehicle, until that vehicle is repaired and returned for use.

(ii) Maintaining, cleaning, repairing, and servicing the vehicle according to manufacturer's recommendations and garaging, replacing the tyres, batteries, parts etc. whenever necessary and directed by the Employer.

(iii) Supply necessary POL etc.

(iv) Procuring and maintaining the validity of vehicle insurance policies and registration. Comprehensive insurance policy including theft, fire (covering a qualified driver authorized by the Employer together with authorized passenger's liability cover) shall also be the responsibility of the Contractor. The policies, license and registration shall be valid till the end of the project.

If the Contractor fails to maintain the vehicle to the satisfaction of the Employer or otherwise fails to comply fully with this section, the Employer may do so by himself and the Employer may withhold an amount which the Employer incurs in order to fulfil the liabilities which Contractor failed to comply with under this section plus the Employer's overheads incurred in doing so, all in accordance with sub clause of Contract. The Contractor shall bear all costs that may arise including delays due to failure of the Contractor to comply with this section.

C OWNERSHIP OF VEHICLES AFTER COMPLETION:

The vehicles shall remain the property of the Contractor on the completion of the project. The cost of new vehicle including all POL, taxes, comprehensive insurances and renewal of the same as and when required also vehicle registration and the renewal of the same as and when required, ensuring that both registration and comprehensive insurances remain duly valid till the end of the project which is the day of issuance of the Performance Certificate under sub clauses of the Contract, shall not be payable to the Contractor separately, but shall be deemed to have been included in his bid cost.

D MEASUREMENT AND PAYMENT:

The cost of vehicles, cost of fueling, maintaining, repairing, replacing parts, and servicing the Vehicle as and when required and or scheduled, shall not be payable separately to the Contractor but shall be deemed to have been included in his bid cost.

Description	Unit of Measurement
Provide 01 No. new Vehicles, REVO Double Cabin or Equivalent AC fitted fully equipped as per Manufacturer's Specifications with all comprehensive insurances, taxes, registrations and renewal of the same including driver.	Not Payable
POL, Maintenance, repairs, replacement parts, servicing etc of vehicles	Not Payable

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DRAWING