

# **GOVERNMENT OF KHYBER PAKHTUNKHWA**



## **PESHAWAR DEVELOPMENT AUTHORITY**

**Bid Solicitation Documents for:**

**ESTABLISHING GUN AND SHOOTING SPORTS FACILITY AT RMT  
CLUB, REGI MODEL TOWN, PESHAWAR**

## **TABLE OF CONTENTS**

<b>Description</b>	<b>Page</b>
<b>No. INVITATION FOR BIDS</b>	<b>4</b>
<b>Form</b>	<b>6</b>
<b>INSTRUCTIONS TO BIDDERS</b>	<b>7</b>
<b>A. General</b>	
IB.1 Scope of Bid	<b>8</b>
IB.2 Source of Funds	<b>8</b>
IB.3 Eligible Bidders	<b>8</b>
IB.4 One Bid Per Bidder	<b>8</b>
IB.5 Cost of Bidding	<b>8</b>
IB.6 Site Visit	<b>8</b>
<b>B. Bidding Documents</b>	
IB.7 Contents of Bidding Documents	<b>9</b>
IB.8 Clarification of Bidding Documents	<b>9</b>
IB.9 Amendment of Bidding Documents	<b>10</b>
<b>C. Preparation of Bids</b>	
IB.10. Language of Bid	<b>10</b>
IB.11 Documents Accompanying the Bid	<b>10</b>
IB.12 Bid Prices	<b>12</b>
IB.13 Currencies of Bid and Payment	<b>12</b>
IB.14 Bid Validity	<b>13</b>
IB.15 Bid Security	<b>13</b>
IB.16 Alternate Proposals by Bidder	<b>14</b>
IB.17 Pre-Bid Meeting	<b>14</b>
IB.18 Format and Signing of Bid	<b>15</b>
<b>D. Submission of Bids</b>	
IB.19 Sealing and Marking of Bids	<b>15</b>
IB.20 Deadline for Submission of Bids	<b>16</b>
IB.21 Late Bids	<b>16</b>
IB.22 Modification, Substitution and Withdrawal of Bids	<b>17</b>

<b>E.</b>	<b>Bid Opening and Evaluation</b>	
	IB.23 Bid Opening	17
	IB.24 Process to be Confidential	18
	IB.25 Clarification of Bids	18
	IB.26 Examination of Bids and Determination of Responsiveness	18
	IB.27 Correction of Errors	19
	IB.28 Evaluation and Comparison of Bids	19
<b>F.</b>	<b>Award of Contract</b>	
	IB.29 Award	20
	IB.30 Procuring Entity's Right to Accept any Bid and to Reject any or all Bids	20
	IB.31 Notification of Award	21
	IB.32 Performance Security	21
	IB.33 Signing of Contract Agreement	21
	IB.34 General Performance of the Bidders	22
	IB.35 Integrity Pact	22
	IB.36 Instructions Not Part of Contract	22
	<b>BIDDING DATA</b>	23
	<b>FORM OF BID AND APPENDICES TO BID</b>	29
	<b>FORM OF BID</b>	30
	Appendix-A to Bid : Special Stipulations	32
	Appendix-B to Bid : Foreign Currency Requirements	33
	Appendix-C to Bid : Price Adjustment (Under Clause 70)	34
	Appendix-D to Bid : Bill of Quantities	35
	Appendix-E to Bid : Proposed Construction Schedule	51
	Appendix-F to Bid : Method of Performing the Work	52
	Appendix-G to Bid : List of Major Equipment – Related Items	53
	Appendix-H to Bid : Construction Camp and Housing Facilities	54
	Appendix-I to Bid : List of Subcontractors	56
	Appendix-J to Bid : Estimated Progress Payments	57
	Appendix-K to Bid : Organization Chart of the Supervisory Staff and Labour	58
	Appendix-L to Bid : Integrity Pact	59
	<b>FORMS</b>	
	BID SECURITY	61
	PERFORMANCE SECURITY	63
	CONTRACT AGREEMENT	65
	MOBILIZATION ADVANCE GUARANTEE/BOND	67

**PART-I: GENERAL CONDITIONS OF CONTRACT**

**69**

**PART-II: PARTICULAR CONDITIONS OF CONTRACT**

**SPECIFICATIONS - SPECIAL PROVISIONS**

**SPECIFICATIONS - TECHNICAL PROVISIONS**

**DRAWINGS**

**INVITATION  
FOR BIDS**

## INVITATION FOR BIDS

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

Loan / Credit No. \_\_\_\_\_

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

1. The Peshawar Development (Procuring Entity) invites sealed bids for “ **Establishing Gun & Shooting sports facilities at RMT Club Regi Model Town, Peshawar**” from the eligible firms or persons licensed by the Pakistan Engineering Council, registered/enrolled with the Procuring Entity’s Department / Authority or prequalified for the respective work from the registered/enrolled with the Procuring Entity Department / Authority or prequalified for the respective in the appropriate category for the Works. A foreign bidder is entitled to bid only in a joint venture with a Pakistani constructor by the relevant provisions of PEC/KP-PPRA By-law.
2. Bidders may obtain further information from, inspect, and acquire the Bidding Documents from the office of the Procuring Entity, at DY. DIRECTOR (ENGG-II), DIRECTORATE OF PROJECT, PDA’s House Commercial Complex Block-I, 2<sup>ND</sup> Floor, Phase-V Phone No. 091-9217026-9 (Ext-185) Or Download from [www.pda.kp.gov.pk](http://www.pda.kp.gov.pk).
3. A complete set of Bidding Documents may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non- refundable fee of Rs5000/-
4. A Bid Security must accompany all bids in the shape of a Deposit at Call or Bank Guarantee from a Scheduled Bank of Pakistan, in the amount of 2% of the estimated cost.
5. Bid must reach at or before 11:00 AM, on 21/08/2024 to the Office of DY. DIRECTOR (ENGG-II), DIRECTORATE OF PROJECTs, PDA’s House Commercial Complex Block-I, 2<sup>ND</sup> Floor, Phase-V Phone No. 091-9217026-9 (Ext-185)
6. Technical Bids will be opened at 11:30 hours on the same day, in the presence of bidders’ representatives who choose to attend at the office of Chairman Procurement Committee PDA.
7. The bid must also be accompanied by a separate non-refundable Tender form fee of Rs.5000/ in the shape of Demand Draft / Deposit at Call favoring the Director General, PDA to be issued by a scheduled bank.

[Note: the bids shall be opened at least thirty minutes after the deadline for submission of bids]

**INSTRUCTIONS TO  
BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

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

### **A. GENERAL**

#### **IB.1 Scope of Bid**

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

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

- 2.1 The expenditure on this project will be met from the resources of Peshawar Development Authority.

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

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
  - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
  - b. Duly enlisted with the Procuring Entity/Provincial Enlistment committee in the category relevant to the value of the Works
  - c. The contractor is neither associated nor linked directly or indirectly with the Consultants or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed for any position in the Project Management.
  - d. Meeting the mandatory requirements as mentioned in the detailed criteria annexed below.
- 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 are 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 the Works and its surroundings and obtain for themselves on their responsibility all information that may be necessary for preparing the bid and entering a contract for the construction of the Works. All costs in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Procuring Entity to enter upon his premises and lands for such inspection, but only upon the express condition that the bidders, their personnel, and agents, will release and indemnify the Procuring Entity, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

**B. BIDDING DOCUMENTS****IB.7 Contents of Bidding Documents**

- 7.1 The Bidding Documents, in addition to an invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
1. Instructions to Bidders.
  2. Bidding Data.
  3. General Conditions of Contract, Part-I (GCC).
  4. Particular Conditions of Contract, Part-II (PCC).
  5. Specifications – Special Provisions.
  6. Specifications - Technical Provisions.
  7. Form of Bid & Appendices to Bid.
  8. Bill of Quantities (Appendix-D to Bid).
  9. Form of Bid Security.
  10. Form of Contract Agreement.
  11. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
  12. Drawings.
- 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 Bidding Documents will be rejected.

**IB.8 Clarification of Bidding Documents**

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the 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 before the deadline for submission of bids.

**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 his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Entity.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may extend the deadline for submission of bids in accordance with Clause IB.20

**C. PREPARATION OF BIDS****IB.10 Language of Bid**

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

**IB.11 Documents Accompanying the Bid**

- 11.1 Each bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder.
- (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
  - (i) Evidence of access to financial resources along with average annual construction turnover.

- (ii) Financial predictions for the current year and the two following years including the effect of known commitments.
- (iii) Work commitments since prequalification.
- (iv) Current litigation information; and
- (v) Availability of critical equipment.

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 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 to and/or incidental to the execution of Works as per the terms and Conditions of the Contract and in this regard to incur any or 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 The bidders shall fill in rates for all items of the Works described in the Bill of Quantities. The rate offered for the work shall be considered up to two significant decimals places for evaluation purposes. If in the rate any Corrections are made by overwriting or crossing out, the bid shall not be considered
- 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.

**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.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of a Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan valid for the period 28 days beyond the Bid Validity date.
- 15.3 Any bid that is not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity and will be considered non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The bid security of the successful bidder will be retained by the Procuring Entity until the completion of the defect liability period. However, it can be released earlier if the bidder provides a 10% bank guarantee (performance security).
- 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 the 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 Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the 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 his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents 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 (3) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.

- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the 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 registered post/ courier 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 (17 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 In the 1<sup>st</sup> stage, the Procuring Entity will open all the technical bids received (except those received late), including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders’ or their representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. In the event of the specified date for the opening of bids being declared a holiday for the Procuring Entity, the Bids will be opened at the appointed time and location on the next working day. The bidders’ representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The Procuring Entity shall conduct the opening of Financial Bids in the 2nd stage, after the thorough evaluation and approval of Technical Bids. Technically qualified bidders shall be notified of the Financial Bid opening event, At the opening of Financial Bids, the Procuring Entity shall publicly announce the following information for each bidder: 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 issue of Letter of Acceptance and place the same on its and Authority's Website (KP-PPRA Rule-45). The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the 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 lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

#### **IB.25 Clarification of Bids**

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

- 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 the technical bid as per the criteria annexed below 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.

- 28.4 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.

## **F. AWARD OF CONTRACT**

### **IB.29 Award**

- 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 Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The 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 award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

**IB.31 Notification of Award**

- 31.1 Prior to expiration of the period of bid validity prescribed by the 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 plus additional security as per KPPRA rules for unbalanced bids in accordance with Clause IB.28.4 within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**IB.33 Signing of Contract Agreement**

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

## **CRITERIA**

### **ESTABLISHING GUN AND SHOOTING SPORTS FACILITY AT RMT CLUB, REGI MODEL TOWN, PESHAWAR**

Qualification shall be based on the criteria given in the succeeding paras regarding the bidder's Experience Record, Financial Soundness, Equipment Capabilities, Personnel Capabilities, etc., as demonstrated by the Bidder's responses in the forms attached to this document. The Employer reserves the right to waive minor deviations, provided they do not materially affect the bidder's ability to perform the contract.

Joint ventures with suppliers or importers for specialized items will be considered. One of the partner must have Pakistan Engineering Council Registration and PDA enlistment.

Qualification status will be determined based on a Qualify/Disqualify criterion. The Bidder must achieve at least 50% in each category and an overall score of 70% of the criteria, in addition to meeting the mandatory requirements outlined below. The mandatory requirements and detailed criteria for each category are described hereunder:

#### **1. MANDATORY REQUIREMENTS**

- i. Valid registration with Pakistan Engineering Council (PEC) in category C-4 and above with specialization code CE-09, CE-10, EE-04, EE-11(Solar and General Electrical work), and ME-06.
- ii. Affidavit of "No-blacklisting" prepared within the current month of submission of the bid otherwise, the bidder will be treated as non-responsive.
- iii. Information on any litigation arising from contracts completed or currently under execution by the Bidder. If the firm has never been involved in litigation, an affidavit to that effect should be provided.
- iv. Registration with the Income tax department and KPRA (Valid NTN & KNTN).
- v. Enlistment with PDA/Provincial contractor enlistment committee for the year 2024-2025.

#### **2. Detailed Evaluation**

The Bidders meeting the above-mentioned mandatory requirements will be selected for detailed evaluation. The detailed evaluation shall be carried out based on the criteria for the different categories and minimum passing marks prescribed hereunder:

<b>Sr. No.</b>	<b>Category</b>	<b>Weightage / Marks</b>	<b>Minimum Marks (50%)</b>
1.	Experience Record	40	20
2.	Personnel Capabilities	20	10
3.	Equipment Capabilities	20	10
4.	Financial Soundness	20	10

The Technical bids shall be evaluated as per the following sub-criteria if mandatory requirements are fulfilled.

## 2.1: Experience

Marks for relevant work experience will be given based on the following criteria

**Table No. 1 (Completed / In-Hand Projects)**

Sr. No.	Sub-Category	Maximum Marks	Marks Allocation
a)	Shotgun combo range/sports shooting range projects completed within the last five (05) years (in case of JV, this criterion will be applied for lead partner).	15	<ul style="list-style-type: none"> <li>• <b>02 marks</b> will be awarded for each completed project for Rs. 50 million to 75 M, (up to a maximum of 15 marks.)</li> <li>• <b>1.5 marks</b> will be awarded for each completed project for Rs. 10 million to 50 M, (up to a maximum of 10 marks).</li> <li>• <b>1 mark</b> will be awarded for each completed project for Rs. 5.0 million to 10 M, (up to a maximum of 10 marks).</li> <li>• <b>0.5 marks</b> will be awarded for each completed project with cost up to Rs. 5 million, (up to a maximum of 10 marks.)</li> </ul>
b)	Ongoing Gun & Shooting Club or similar nature projects as a Prime Contractor. (in case of JV, this criterion will be applied for lead partner).	15	<ul style="list-style-type: none"> <li>• <b>02 marks</b> will be awarded for each completed project for Rs. 50 million to 75 M, (up to a maximum of 15 marks.)</li> <li>• <b>1.5 marks</b> will be awarded for each completed project for Rs. 10 million to 50 M, (up to a maximum of 10 marks).</li> <li>• <b>1 mark</b> will be awarded for each completed project for Rs. 5.0 million to 10 M, (up to a maximum of 10 marks).</li> <li>• <b>0.5 marks</b> will be awarded for each completed project with cost up to Rs. 5 million, (up to a maximum of 10 marks.)</li> </ul>
C	Other Civil Work Projects executed during the last Five (05) years. (in case of JV, this criterion will be applied for lead partner).	10	<ul style="list-style-type: none"> <li>• <b>02 marks</b> will be awarded for each completed project for Rs. 100 million to 150 M, up to a maximum of 10 marks.</li> <li>• <b>1.5 marks</b> will be awarded for each completed project for Rs. 75 million to 100 M, up to a maximum of 10 marks.</li> <li>• <b>1 mark</b> will be awarded for each completed project for Rs. 50 million to 75 M, up to a maximum of 10 marks.</li> <li>• <b>No marks</b> will be awarded for the</li> </ul>

Sr. No.	Sub-Category	Maximum Marks	Marks Allocation
			completed project below 50 million.
	<b>Total Marks Allocated</b>	<b>40</b>	

**Note:**

- i. The above-mentioned experience is mandatory. Any bidder who doesn't qualify in the above will not be evaluated on other counts.
- ii. Bidders must provide a Taking Over/Completion Certificate for completed projects and a Letter of Award for in-hand projects. Otherwise, no marks will be awarded for projects, if the required letter or certificate is not provided.
- iii. The bidder shall provide complete information about the projects including Client, scope, cost, time allowed and extension if any, etc.

**2.2 . Personnel Capabilities**

Marks for personnel capabilities will be given based on the following criteria:

S.no	Designation	Qualification	Nos Required	Experience (years)	Marks allocated
1	Project Manager	MS Project Management or BSc Civil Engineering (Registered with PEC)	1	10 years in case of MS or 15 Years in case of BSc	4
2	Project Engineer	BSc Civil Engineering (Registered with PEC)	1	12	3
3	Site Engineer	BSc Engineering (Registered with PEC)	2	10	4
4	Accountant	M.Com/B. Com	1	10	1
5	Material Engineer	Bs Geology/BSc Civil Engineering	1	12	2
7	Firing range specialist	Retd: army officer at least above the rank of Major	1	20	2
8	Quantity Surveyor	B-Tech/DAE	1	10	1
9	Surveyor/Supervisor	B-Tech/DAE	2	10	2
10	Lab. Technician	B-Tech/DAE	1	10	1
				<b>Total</b>	<b>20</b>

**Note:**

- i. The Bidder shall attach evidence in the form of detailed CVs and valid PEC Registration Certificates of the B.Sc. Engineers.
- ii. The bidder shall attach evidence in the form of detailed CVs and D.A.E. Certificates of Associate Engineers and relevant documents of other employees. In case of non-availability of valid PEC Registration of Engineers and DAE certificate of Associate Engineers, no marks will be given to that employee.

### 2.3. Equipment Capabilities:

Marks for Equipment capabilities will be given based on the following criteria

Equipment	Minimum Required	Maximum Marks
Crush Plant	01 No.	2
Concrete Batching Plant	01 No.	1
Transit Mixer	02 No.	1
Concrete Pumps	02 No.	1
Formwork/Scaffolding	5000 Sft	2
Dumper Truck	01 No.	1
Concrete Vibrator	02 No.	1
Mobile concrete mixer	01 No.	1
Plate Compactor	02 No.	1
Grader	01 No.	1
Edge block/tuff tiles casting machine	01 No.	1
Mobile welding plant	02 No.	2
Excavator (min 1CM bucket capacity)	01 No.	2
Vibratory Road Roller	01 No.	1
Tractor Trolley/Dump truck	02 No.	1
Water Bowser	02 No.	1
<b>Total Marks</b>		<b>20</b>

**Note:**

- i. Proportionate marks will be awarded if the minimum number of corresponding equipment is less than the minimum required.
- ii. Applicant must provide an undertaking to the effect that the aforementioned equipment is available with the firm.
- iii. Details of Machinery/Equipment permanently owned by the firm with capacity make and Year of the manufacturer should be provided.

## 2.4. Financial Capabilities

- a) The Bidder shall submit copies of annual account statements and audited reports on the Auditor's Letter Head for the last three (03) years duly certified by the Chartered Accountant/ Bank, available line(s) of credits from reputed banks which must indicate the financial soundness of the Applicant's financial position with the technical proposal.
- b) The Distribution of Marks for available bank credit line is as under

Description	Criteria for Marks Obtained
Available Bank Credit Line	<ul style="list-style-type: none"> <li>• <b>5 Marks</b> are given if the available bank credit line limit is equal to Rs. 50 Million.</li> <li>• For limit, less than Rs. 50 Million, use following weightage  <math display="block">= 5 \times (A/50)</math></li> <li>• For the limit of more than 50 Million but less than 100 Million use following weightage  <math display="block">= 5 + (A/100) \times 5</math> <p>A= Available Bank Credit Line Limit</p></li> <li>• <b>Full Marks</b> are given in case if the limit is 100 Million or more.</li> </ul>
Maximum Marks	10

- c. The Distribution of Marks for Working Capital in last 3 years is as under

Description	Criteria for Marks Obtained
-------------	-----------------------------

<p><b>Working Capital in last 03 years</b></p>	<ul style="list-style-type: none"> <li>• <b>5 Marks</b> are given if the available Average Working Capital limit is equal to 50 Million.</li> <li>• For a limit less than 50 Million, use following weightage  <math display="block">= 5 \times (A/50)</math></li> <li>• For the limit more than 50 million but less than 100 million use following weightage  <math display="block">= 5 + (A/100) \times 5</math></li> </ul> <p>A= Average Working Capital in last Three years</p> <ul style="list-style-type: none"> <li>• <b>Full Marks</b> are given in case if limit is 100 million or more.</li> </ul>
<p><b>Maximum Marks</b></p>	<p><b>10</b></p>

**BIDDING  
DATA**

**BD-1**  
**[NOTES ON BIDDING DATA]**

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in Instructions to Bidders (IB) and should be prepared to suit each individual contract.

The Procuring Entity should provide in the Bidding Data information and requirements specific to the circumstances of the Procuring Entity, the processing of the Bid, the applicable rules regarding Bid Price and currency, and the Bid evaluation criteria that will apply to the Bids. In preparing this section, the following aspects should be checked:

- (a) Information that specifies and complements the provisions of section; Instruction to Bidders must be incorporated.
- (b) Amendments and/or supplements, if any, to the provisions of Instructions to Bidders, necessitated by the circumstances of each individual contract, can be introduced only in this section since Instructions to Bidders will remain unchanged.

BD-2

**BIDDING DATA**

	<b>Name and address of the Procuring Entity</b>	Director General, Peshawar Development Authority, Hayat Abad, Peshawar
<b>1.1</b>	<b>Name of the Project &amp; Summary of the Works</b>	Establishing Gun & Shooting sports facility at RMT Club, Regi Modal Town, Peshawar
<b>2.1</b>	<b>Name of the Borrower/Source of Financing/Funding Agency</b>	PESHAWAR DEVELOPMENT AUTHORITY
<b>8.1</b>	<b>Time limit for clarification</b>	The minimum number of days to seek clarification by the prospective bidder may be inserted as 07 days
<b>10.1</b>	<b>Bid Language</b>	English
<b>11.1 (b)</b>	<b>Prequalification Information to be updated</b>	As per criteria
<b>11.1 (c)</b>	<b>Furnish Technical Proposal</b>	The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the Works
<b>13.1</b>	<b>Bidders to quote entirely in Pak.</b>	100% PKR
<b>14.1</b>	<b>Period of Bid Validity</b>	120 Days
<b>15.1</b>	<b>Amount of Bid Security</b>	02% of the estimated cost
<b>17.1</b>	<b>Venue, time, and date of the pre-bid meeting</b>	In case the Pre-bid meeting commences, then it will held in the office of Director Projects, PDA
<b>18.4</b>	<b>Number of copies of the Bid to be completed and returned:</b>	Original and one copy
<b>19.2(a)</b>	<b>Procuring Entity's address for the purpose of Bid submission</b>	Dy: Director -II, DIRECTORATE OF PROJECTs, PDA's House Commercial Complex block-I, 2 <sup>ND</sup> Floor, Phase-V
<b>19.2(b)</b>	<b>Name and Number of the Contract</b>	Phone No. 091-9217026-9 (Ext-185)
<b>20.1(a)</b>	<b>Deadline for submission of bids</b>	21/08/2024 up to 11:00 AM
<b>23.1</b>	<b>Venue, time, and date of Bid opening</b>	Office of the Chairman Procurement Committee, PDA on 21/08/2024 up to 11:30 AM
<b>32.1</b>	<b>Standard form and amount of Performance Security acceptable to the Procuring Entity</b>	A bank guarantee as per Standard Form at PS-1 & 2). An amount equal to 10 percent of the Contract Price.

# **FORM OF BID AND APPENDICES TO BID**

FB-1

**FORM OF BID**

Bid Reference No. \_\_\_\_\_  
 (Name of Contract/Works)

To:

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

Gentleman,

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

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

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

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

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

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

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

Witness:

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

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

Address. \_\_\_\_\_

Occupation \_\_\_\_\_

**BA-1**  
**Appendix-A to Bid**

**SPECIAL STIPULATIONS**

**Clause**  
**Condition of Contract**

1	Engineer's Authority to issue Variation in Emergency	2.1	15% of the Contract Price stated in the Letter of Acceptance.
2	Amount of Performance Security	10.1	10% of the Contract Price stated in the Letter of Acceptance in the shape of a Bank Guarantee.
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 Insurance	23.2	Not applicable
5	Time for commencement	41.1	Within 14 days from the receipt of Engineer's notice to commence which shall be issued within 14 days after signing of contract agreement.
6	Time for Completion	43.1 48.2	180 days from the date of receipt of Engineer's notice to commence.
7	a) Amount of Liquidated Damages	47.1	0.05 % for each day of delay in the completion of the work subject to a maximum of 10% of the contract price or any appropriate amount as decided by the Chief Engineer PDA.
	b) Amount of Bonus	47.3	Not applicable
8	Defects Liability Period	49.1	365 days from the effective date of the Taking-over certificate
9	Percentage of Retention Money	60.1	10% of the amount of the Interim Payment Certificate up to the limit of 5%.
10	Limit of Retention Money	60.2	5% of the contract price stated in the letter of acceptance.
11	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. 10,000,000/
12	Time of Payment of Interim Payment Certificate from delivery of Engineer's to the Procuring entity	60.1	28 days of IPC and 56 days for final bill
13	Mobilization Advance	60.12	15% in two installments upon submission of an equal amount of Bank Guarantee.

FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate herein below his requirements of foreign currency (if any), with reference to various inputs to the Works.
2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums \_\_\_\_\_%.
3. Table of Exchange Rates

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

**BC-1**  
**Appendix-C To Bid**

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

NOT APPLICABLE

BD-1

**Appendix-D to Bid****BILL OF QUANTITIES****A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with  
all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. 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.

(

**BD-2**

**Appendix-D to Bid**

**BILL OF QUANTITIES**

**Attached at the End**

BE-1

Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

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

<u>Description</u>	<u>Time for Completion</u>
a)	_____ days
b)	_____ days
c)	_____ days

**BF-1****Appendix-F to Bid****METHOD OF PERFORMING THE WORK**

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

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

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

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

**BJ-1**

**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:

<b>Year/Month/Period</b>	<b>Amount (1,000 Rs)</b>
<b>1</b>	<b>2</b>
Ist Month	
2 <sup>nd</sup> Month	
3 <sup>rd</sup> Month	
4 <sup>th</sup> Month	
5 <sup>th</sup> Month	
6 <sup>th</sup> Month	
<b>BID PRICE</b>	

**BK-1**

**Appendix-K to Bid**

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

**(INTEGRITY PACT)**

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

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

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

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

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

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

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

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

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]

**FORMS**

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

BS-1

**BID SECURITY**  
**(Bank Guarantee)**

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

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

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

Penal Sum of Security Rupees . \_\_\_\_\_ (Rs. \_\_\_\_\_)

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

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

(hereinafter called the '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.

**BS-2**

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	

PS-1

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

CA-1

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ between \_\_\_\_\_ (hereafter called the "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, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Particular Conditions of Contract – Part II;
  - (f) The General Conditions – Part I;
  - (g) The priced Bill of Quantities (Appendix-D to Bid);
  - (h) The completed Appendices to Bid (B, C, E to L);
  - (i) The Drawings;
  - (j) The Specifications.
  - (k) \_\_\_\_\_ (any other)
3. In consideration of the payments to be made by the 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.

CA-2

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

Signature of the Contactor

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

Signature of Procuring Entity

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

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

(Name, Title and Address)

Witness:

\_\_\_\_\_

(Name, Title and Address)

MG-1

**MOBILIZATION ADVANCE GUARANTEE**

Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_

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 Interim Payment Certificates of the Contractor or until whichever is earlier.

\_\_\_\_\_  
 (Date)

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

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

MG-2

GUARANTOR (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 - (b) General Conditions of Contract**  
**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 Internationale 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 contract, such as lump sum, turnkey, or target cost contracts.

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

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

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

---

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



**FEDERATION INTERNATIONALE DES  
INGENIEURS-CONSEILS**

# **CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION**

**PART I GENERAL CONDITIONS  
WITH FORMS OF TENDER AND AGREEMENT**

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

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

FIDIC SECRETARIAT

P.O BOX NO. 86

1000 Lausanne 12

Switzerland

e-mail [fidic.pub@fidic.org-FIDIC.org/bookshop](mailto:fidic.pub@fidic.org-FIDIC.org/bookshop)

## TABLE OF CONTENTS

### PART II - PARTICULAR CONDITIONS OF CONTRACT

Clause	Title	Page
1.1	Definitions	147
2.1	Engineer's Duties and Authority	147
2.2	Engineer's Representative	149
2.7	Engineer Not Liable	149
2.8	Replacement of the Engineer	149
5.1	Language(s) and Law	149
5.2	Priority of Contract Documents	149
6.6	Shop Drawings	150
6.7	As-Built Drawings	150
10.1	Performance Security	150
10.4	Performance Security Binding on Variations and Changes	151
14.1	Program to be Submitted	151
14.3	Cash Flow Estimate to be Submitted	151
14.5	Detailed Program and Monthly Progress Report	151
15.2	Language Ability of Contractor's Representative	152
15.3	Contractor's Representative	152
16.3	Language Ability of Superintending Staff of Contractor	152
16.4	Employment of Local Personnel	152
19.3	Safety Precautions	152
19.4	Lighting Works at Night	153
20.4	Procuring Entity's Risks	153
21.1	Insurance of Works and Contractor's Equipment	153
21.4	Exclusions	154
25.5	Insurance Company	154
31.3	Co-operation with Other Contractors	154
34.2	Rates of Wages and Conditions of Labour	154
34.3	Employment of Persons in the Service of Others	154
34.4	Housing for Labour	154
34.5	Health and Safety	155
34.6	Epidemics	155
34.7	Supply of Water	155
34.8	Alcoholic Liquor or Drugs	155
34.9	Arms and Ammunition	155
34.10	Festivals and Religious Customs	155
34.11	Disorderly Conduct	156
34.12	Compliance by Subcontractors	156
35.2	Records of Safety and Health	156
35.3	Reporting of Accidents	156
36.6	Use of Pakistani Materials and Services	156
41.1	Commencement of Works	156
47.3	Bonus for Early Completion of Works	157
48.2	Taking Over of Sections or Parts	
51.2	Instructions for Variations	

## TABLE OF CONTENTS

### PART II - PARTICULAR CONDITIONS OF CONTRACT

Clause	Title	Page
52.1	Valuation of Variations	157
53.4	Failure to Comply	157
54.3	Customs Clearance	157
54.5	Conditions of Hire of Contractor's Equipment	157
59.4	Payments to Nominated Sub-contractors	157
59.5	Evidence of Payments	158
60.1	Monthly Statements	158
60.2	Monthly Payments	158
60.10	Time for Payment	158
60.11	Secured Advance on Materials	159
60.11	Financial Assistance to Contractor	159
63.1	Default of Contractor	161
65.2	Special Risks	161
67.3	Arbitration	161
68.1	Notice to Contractor	161
68.2	Notice to Procuring Entity and Engineer	162
70.1	Increase or Decrease of Cost	162
73.1	Payment of Income Tax	163
73.2	Customs Duty & Taxes	164
74.1	Integrity Pact	164
75.1	Termination of Contract for Procuring Entity's Convenience	164
76.1	Liability of Contractor	164
77.1	Joint and Several Liability	165
78.1	Details to be Confidential	165

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

**1.1 Definitions**

- (a) (i) The Procuring Entity is the Peshawar Development Authority, commercial complex, Phase-5, Hayat Abad, Peshawar
- (a)(iv) The Engineer in charge is the Director Projects, PDA. Provided always that except in cases of professional misconduct, the outgoing Engineer is to formulate his certifications/ recommendations in relation to all outstanding matters, disputes, and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

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

- (b)(v) The following is added at the end of the paragraph:

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

The following paragraph is added:

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

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

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

**2.1 Engineer's Duties and Authority**

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

The Engineer shall obtain the specific approval of the Procuring Entity before carrying out his duties in accordance with the following Clauses:

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 “Subcontracting”.

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

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

\* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Procuring Entity.)

## **2.2 Engineer's Representative**

The following paragraph is added:

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

The following Sub-Clauses 2.7 and 2.8 are added:

## **2.7 Engineer Not Liable**

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

## **2.8 Replacement of the Engineer**

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

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

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

## **5.2 Priority of Contract Documents**

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

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

- (10) The Specifications; and
- (11)\_\_\_\_\_ (any other).

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

The following Sub-Clauses 6.6 and 6.7 are added:

#### **6.6 Shop Drawings**

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

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

#### **6.7 As-Built Drawings**

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

#### **10.1 Performance Security**

The Contractor shall provide Performance Security to the Procuring Entity in the prescribed form within 28 days of receiving the Letter of Acceptance. The Performance Security shall be equivalent to 10% of the Contract Price stated in the Letter of Acceptance. However, if the bidder agrees to divert 2% of their bid security towards the Performance Security, the required amount shall be reduced to 8% of the Contract Price. The Performance Security shall be in the form of a bank guarantee from any Scheduled Bank in Pakistan.

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

The following Sub-Clause 10.4 is added:

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

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

**14.1 Program to be Submitted**

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

- i) a Bar Chart identifying the critical activities.

**14.3 Cash Flow Estimate to be Submitted**

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

The following Sub-Clause 14.5 is added:

**14.5 Detailed Program and Monthly Progress Report**

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed program for the following:
  - (1) Execution of Works;
  - (2) Labour Employment;
  - (3) Local Material Procurement;
  - (4) Material Imports, if any; and
  - (5) Other details as required by the Engineer.
- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8<sup>th</sup> day of the following month, 5 copies each of Monthly Progress Reports covering:
  - (1) A Construction Schedule indicating the monthly progress in percentage;
  - (2) Description of all work carried out since the last report;
  - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his program of inspection and testing;
  - (4) Monthly summary of daily job record;
  - (5) Photographs to illustrate progress ;and
  - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2 and 15.3 are added:

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

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

### **15.3 Contractor's Representative**

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

The following Sub-Clauses 16.3 and 16.4 are added:

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

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer. The Engineer

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

### **16.4 Employment of Local Personnel**

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

The following Sub-Clauses 19.3 and 19.4 are added:

### **19.3 Safety Precautions**

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

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

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

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

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

The Procuring Entity's risks are:

Delete the text and substitute with the following:

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

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

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

## **21.4 Exclusions**

The text is deleted and substituted with the following:

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

The following Sub-Clause 25.5 is added:

## **25.5 Insurance Company**

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

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

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

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

The following Sub-Clauses 34.2 to 34.12 are added:

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

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

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

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

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

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

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

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

#### **34.6 Epidemics**

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

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

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

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

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

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

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

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

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



**34.11 Disorderly Conduct**

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

**34.12 Compliance by Subcontractors**

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

The following Sub-Clauses 35.2 and 35.3 are added:

**35.2 Records of Safety and Health**

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

**35.3 Reporting of Accidents**

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

The following Sub-Clause 36.6 is added:

**36.6 Use of Pakistani Materials and Services**

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

**41.1 Commencement of Works**

The text is deleted and substituted with the following:

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

The following Sub-Clause 47.3 is added:

**47.3 Bonus for Early Completion of Works**

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

**48.2 Taking Over of Sections or Parts**

In whole

**51.2 Instructions for Variations**

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

**52.1 Valuation of Variations**

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

**53.4 Failure to Comply**

This Sub-Clause is deleted in its entirety.

**54.3 Customs Clearance**

(Procuring Entity may vary this Sub-Clause)

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

The following paragraph is added:

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

The following Sub-Clauses 59.4 & 59.5 are added:

**59.4 Payments to Nominated Subcontractors**

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

**59.5 Certification of Payments & Nominated Subcontractors**

Not applicable.

**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**

28 days after receiving from the Engineer incharge

**60.10 Time for Payment**

The text is deleted and substituted with the following:

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

The following Sub-Clause 60.11 is added:

**60.11 Secured Advance on Materials**

Not applicable

**60.12 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 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 the signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and
  - (2) Second part within 30 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 three equal installments; starting from the 2<sup>nd</sup> Running Bill/IPC.

#### Alternative Two: Mobilization/ Demobilization Cost

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

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

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

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

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

### **63.1 Default of Contractor**

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

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

### **65.2 Special Risks**

The text is deleted and substituted with the following:

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

### **67.3 Arbitration**

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

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

The following paragraph is added:

The place of arbitration shall be 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**

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

The Director General Peshawar Development Authority, Phase-5, Hayat Abad,  
Peshawar

**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**

Not Applicable

**(c) Sources of Indices and Weightages**

Not Applicable

**(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**

Not Applicable

**(f) Weightages**

Not Applicable

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

**73.1 Payment of Income Tax**

The Contractor, Subcontractors, and their employees shall be responsible for the 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**

The procuring Entity will not be responsible for customs duty & Taxes the contractor shall pay all customs duties etc directly 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.

## PART II –PARTICULAR CONDITIONS OF CONTRACT

Index	Clause
Alcoholic Liquor or Drugs	34.8
Arbitration	67.3
Arms and Ammunition	34.9
As-Built Drawings	6.7
Bonus for Early Completion of Works	47.3
Cash Flow Estimate to be Submitted	14.3
Commencement of Works	41.1
Compliance by Sub-Contractors	34.12
Conditions of Hire of Contractor's Equipment	54.5
Contractor's Representative	15.3
Co-operation with Other Contractors	31.3
Customs Clearance	54.3
Customs Duty and Taxes	73.2
Default of Contractor	63.1
Definitions	1.1
Detailed Program and Monthly Progress Report	14.5
Details to be Confidential	78.1
Disorderly Conduct	34.11
Procuring Entity's Risks	20.4
Local Personnel	16.4
Employment of Persons in the Service of Others	34.3
Engineer Not Liable	2.7
Employment of Engineer's Duties and Authority	2.1
Engineer's Representative	2.2
Epidemics	34.6
Exclusions	21.4
Failure to Comply	53.4
Festivals and Religious Customs	34.10
Financial Assistance to Contractor	60.11
Health and Safety	34.5
Housing for Labour	34.4
Increase or Decrease of Cost	70.1
Instructions for Variations	51.2
Insurance of Works and Contractor's Equipment	21.1
Insurance Company	25.5
Integrity Pact	74.1
Joint and Several Liability	77.1
Language Ability of Contractor's Representative	15.2
Language Ability of Superintending Staff of Contractor	16.3
Language(s) and Law	5.1
Liability of Contractor	76.1

<b>Index</b>	<b>Clause</b>
Lighting Work at Night	19.4
Monthly Payments	60.2
Monthly Statements	60.1
Notice to Contractor	68.1
Notice to Procuring Entity and Engineer	68.2
Payment of Income Tax	73.1
Payments of Nominated Subcontractors	59.4
Performance Security	10.1
Performance Security Binding on Variation and Changes	10.4
Priority of Contract Documents	5.2
Program to be Submitted	14.1
Rates of Wages and Conditions of Labour	34.2
Records of Safety and Health	35.2
Replacement of the Engineer	2.8
Reporting of Accidents	35.3
Safety Precautions	19.3
Secured Advance on Materials	60.11
Shop Drawings	6.6
Special Risks	65.2
Supply of Water	34.7
Taking Over of Sections or Parts	48.2
Termination of Contract for Procuring Entity's Convenience	75.1
Time for Payment	60.10
Use of Pakistani Materials and Services	36.6
Valuation of Variations	52.1

## **SPECIFICATIONS- SPECIAL PROVISIONS**

**SPECIFICATIONS-  
TECHNICAL PROVISIONS as per MRS 2022-II**

**DRAWING**

BD-2  
Appendix-D to Bid

## PESHAWAR DEVELOPMENT AUTHORITY

**NAME OF WORK:- Establishing Gun and Shooting Sports facilities at RMT Club, Regi Model Town, Peshawar**

### GENERAL ABSTRACT OF COST

S.#	Description	Amount	
A	Civil Work	Rs.	76,152,882
B	Plumbing Work	Rs.	2,475,125
C	Landscaping Works	Rs.	2,630,877
D	Electrical work	Rs.	18,829,526
E	Tube well	Rs.	9,668,396
F	External electrification	Rs.	7,057,193
G	Supply, installation, commissioning and testing of shotgun combo shooting range equipment	Rs.	71,970,525
	<b>G-Total Cost</b>	Rs.	<b>188,784,524</b>
	<b>SAY (Million)</b>		<b>188.78</b>

Assistant Director (Tech:)  
Peshawar Dev: Authority

Dy: Director (D-Projects)  
Peshawar Dev: Authority

Contractor's Premium

% Above

In Figure: \_\_\_\_\_

In Words: \_\_\_\_\_

ATPAR: \_\_\_\_\_

% Below

In Figure: \_\_\_\_\_

In Words: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

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

Dy: Director (D-Projects)  
Peshawar Dev: Authority

PESHAWAR DEVELOPMENT AUTHORITY						
NAME OF WORK: - Establishing Gun and Shooting Sports facilities at RMT Club, Regi Model Town, Peshawar						
ABSTRACT OF COST						
S. No	MRS 2022-ii	Description of Works	Unit	Qty	Rate (PKR)	Amount (PKR)
<b>A). CIVIL WORK</b>						
1	03-25-b	Excavation in foundation of building, bridges etc complete: in ordinary soil	m3	2279.72	312.82	713,141
2	6-05-i	plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	159.81	9237.44	1,476,265
3	06-07-b-03	RCC in raft foundation slab, base slab of column & ret. wall etc, not including in 06-07-a-03 (1:2:4)	m3	55.02	14653.95	806,292
4	07-04-a-05	1st class brick work in foundation and plinth in Cement, sand mortar 1:6	m3	420.45	12982.95	5,458,709
5	06-26-a-02	Damp proof course of cem. conc. 1:2:4 including bitumen coat, 1 layer polythene & 1 coat bitumen (2" thick)	m2	246.60	1192.36	294,041
6	07-05-a-05	1st class brick work in ground floor Cement, sand mortar 1:6	m3	977.94	13844.38	13,538,909
8	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	m3	553.23	14653.95	8,107,067
9	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Tonne	56.63	303740.41	17,202,097
10	09-35-c	Provide & lay roof insulation complete with Thermopore sheet 1" thick	m2	200.00	1896.16	379,232
11	11-09-b	Cement plaster 1:4 upto 20' height 1/2" thick	m2	7414.14	406.01	3,010,216
12	13-22-a	Preparing surface and painting with emulsion paint : First coat	m2	7414.14	148.96	1,104,411
13	13-22-b	Preparing surface and painting with emulsion paint : 2nd & each subsequent coat.	m2	7414.14	93.73	694,928
14	12-08-b	First class deodar wood wrought joinery in doors and windows etc. complete : 1-3/4" thick	m2	23.16	26270.58	608,427
15	12-70-a	Supply and Fixing MS Sheet 16 guage(10" x 2") box type chowkats including fixing in position with all charges for Hold fast, Hinges and Painting etc	m	59.69	1290.40	77,022
16	12-65-a-04	Supply and Fixing aluminium door/window, Sliding Window Deluxe model (1.60 mm gauge) 4" section	m2	48.78	11588.20	565,272

17	12-24-a-01	Extra for providing/fixing approved quality Rim locks : Imported	Each	13.00	2214.15	28,784
18	12-60	Curtain railing to doors & windows comprising railing of approved quality including paint	m	61.25	1138.54	69,736
19	09-16	Khuras on roof 2'x2'x6"	Each	5.00	1156.29	5,781
20	10-41-a-02	Mosaic dado or skirting complete as per specs Using grey cement : 1/2" thick	m2	60.00	1502.05	90,123
21	10-39-a	Glazed tile 1/4" thick dado jointed in white cement complete : Ceramic Tile - 6"x6" white	m2	520.20	1773.07	922,351
22	10-24	Lay floor of white glazed tile of size 6" x 6" x 1/4" in white cement 1:2 over 3/4" thick cement mortar 1:2	m2	1650.00	2262.73	3,733,505
23	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	7.23	10465.39	75,703
24	10-50-b	Providing and Fixing Ceramic Floor Tiles of approved quality of Size 20" x 20"	m2	40.06	2408.96	96,493
25	10-55-g	Providing and Fixing of Porcelain Floor Tile 24" x 24" of approved quality	m2	751.67	3601.51	2,707,157
26	10-22-a	1.5" thick mosaic flooring, including rubbing & polishing complete : Using grey cement	m2	55.76	2300.73	128,293
27	10-15-c	Provide & lay topping of concrete 1:2:4, including surface finishing & dividing in panels : 1.75" thick	m2	2.32	1007.66	2,341
28	10-59-a	Granite tile floor 1/4" thick laid cement 1:2 or 3/4" thick cement mortar 1:2 (Imported approved quality) 24"x24"	m2	333.64	1534.93	512,119
29	13-25-a	Preparing surface & painting with snowcem / weathershield paint : First coat	m2	676.95	243.39	164,763
30	13-25-b	Preparing surface & painting with snowcem / weathershield paint : 2nd & subsequent coats	m2	676.95	124.83	84,504
31	12-61	MS flat 1/2"x1/8" grill in windows of approved design	m2	7.43	3278.91	24,379
32	03-18-a	Filling, watering and ramming earth under floor with surplus earth from foundation, etc	m3	2298.43	105.24	241,887
33	12-27-a	Provide & fix wooden box type wardrobe 22" deep Partal wood boxing & deodar wood shelves etc	m2	35.69	23060.94	822,993
34	12-78-a	Kitchen Floor Cabinet as per approved Design/Specification.	m2	3.25	11707.21	38,081
35	12-78-b	Kitchen Wall Cabinet as per approved Design/Specification.	m2	3.25	9573.64	31,141
36	11-18-a	Cement pointing struck joints, on walls, upto 20' height : Ratio 1:2	m2	196.14	442.70	86,833
37	12-17-a-02	First class deodar wood wrought joinery work Deodar wood frame 13/4" thick with wire guaze with springs	m2	200.74	12108.22	2,430,646

38	25-31	Providing and fixing steel grated doors, with 1/16" thick sheeting including angle iron frame 2"x2"x3/8" and 3/4" square bars 4" center to center with locking arrangement.	m2	9.76	23697.55	231,249
39	6-05-f	Plain cement concrete (1:2:4) including placing, compacting, finishing, and curing complete.	m3	30.67	12745.86	390,905
40	25-47	S&F of fancy type stainless steel chromium plate 2" dia pipes stair railing 3/4" dia pipe fixed on specified space on steps in horizontal positions, complete in all respects	m	73.61	4802.78	353,513
41	10-26-c-i	Provide & lay marble fine dressed stone flooring on surface in white cement complete: 3/4" thick 12 x 12 Super Sunny White Marble	m2	2040.00	2306.05	4,704,342
42	13-03-c-01	Prepare & Paint new surface, doors & windows Priming coat	m2	104.09	238.98	24,875
43	13-03-c-02	Prepare & Paint new surface, doors & windows Each subsequent coat of paint	m2	104.09	171.55	17,857
44	25-45-a	Supplying and Fixing 18 SWG MS Sheet Door with angle iron frame (1.5"x1.5"x1/8"), bolt, hinges, paint etc complete	m2	52.04	8904.08	463,409
45	10-47-d	Providing and Fixing marble strip 2" wide and 3/8" thick for dividing the floor into panels	m	44.61	106.21	4,738
46	06-07-e	Add extra labour for RCC in 2nd & subsequent storeys	m3	87.46	1055.20	92,285
47	06-47-c	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Horizontal	m2	1490.00	1094.07	1,630,164
48	06-47-d	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	662.40	1159.44	768,013
49	10-45-b-i	Provide & lay marble fine dressed stone dado or skirting in white cement complete: 0.5" thick 12 x 12 Super Sunny White Marble	m2	194.42	1833.29	356,435
50	12-45,	P/F of plaster of paris tile of size 2' x 2' x 1" false ceiling with finishing of joints along with Aluminum L and T sections and Hanging wires	m2	375.00	1755.69	658,384
51	10-49-b	Providing and Fixing Precast Concrete 7000 psi TUFF Tiles 50mm thick over bed of 2" thick sand (Standard)	m2	130	857.06	111417.8
52	10-14-b	Coloured Cement concrete tiles laid in 1:2 c/s mortar over 3/4" thick bed of c/s mortar 1:2 : 12" x 12" x 1"	m2	10	1,165.32	11653.2
<b>Sub Total (A) Civil Works</b>					<b>Rs</b>	<b>76,152,882</b>

**(B) Plumbing & Sanitation works**

1	14-01-a	P & F glazed earthen ware WC European type of approved size excluding cost of seat & cover, complete in all respects: White	Each	10	11415.02	114150.20
2	14-01-b	Providing and Fixing glazed earthen ware WC European type of approved make/size excluding cost of seat & cover, complete in all respects: Coloured	Each	4	10807.52	43230.08
3	14-03-a	Providing and fitting glazed earthenware water closet (WC), squatter type (orisa pattern) combined with foot rest. complete in all respects : White	No	32	3713.81	118841.92
4	14-05-a-01	Providing and Fixing glazed earthen ware wash hand basin (WHB) complete size 56x40 cm (22"x16"), including bracket set, waste coupling, complete in all respects: White with pedestal (Best Quality)	No	40	9136.16	365446.40
5	14-141-b	P/L approved quality UPVC pipes for water supply and gas supply i/c fitting, cutting, jointing, jointing material making holes in walls and filling the same with 1:4 CSM, excavation and backfilling. : 4" dia	M	20	2273.10	45462.00
6	14-21-c	Providing and fixing chromium plated (CP) double bib cock, heavy duty of approved quality : 1.5 cm (1/2")	No	40	930.78	37231.20
7	14-10-c	Providing and Fixing Plastic low down flushing cistern 3 gallons (13.63 Liters) capacity including bracket set, copper connection, etc. complete in all respects: White (Best Quality)	No	32	4540.86	145307.52
8	14-06-c	Providing and fixing stainless steel sink with drain board size (120x45 cm) 48"x18" including set of brackets, waste pipe etc (Best Quality)	No	4	6221.21	24884.84
9	14-20-c	Providing and fixing superior quality plastic towel rail.	No	4	475.76	1903.04
10	14-20-b	Providing and fixing superior quality plastic toilet paper holder.	No	4	466.04	1864.16
11	14-20-a	Providing and fixing plastic soap dish complete.	No	4	464.83	1859.32
12	14-20-d	Providing and Fixing superior quality plastic shelf 60 x 13 cm (24"x5") with bracket	No	4	859.70	3438.80
13	14-157	P-Trap (uPVC) for squatting type WC.	No	32	1356.74	43415.68
14	14-33	Providing and Fixing 4" gully trap of approved quality including cement concrete cost of PVC grating 6" x6" (150 x 150 mm) and masonry chamber 12"x12" (300 x 300 mm).	No	4	1980.68	7922.72

15	14-71-a	Providing and Fixing of polydex high pressure PPR (green including testing ect complete 25 mm(including all special etc)	M	200	440.93	88186.00
16	14-71-b	Providing and Fixing of polydex high pressure PPR (green including testing ect complete 20 mm(including all special etc)	M	200	352.38	70476.00
17	14-55-d	Providing and Fixing GI pipe & including specials complete 1" dia (light)	M	200	1131.09	226218.00
18	14-55-e	Providing and Fixing GI pipe & including specials complete: 3/4" dia (light)	M	200	851.10	170220.00
19	14-55-f	Providing and Fixing GI pipe & including specials complete: 1/2" dia (light)	M	200	625.61	125122.00
20	14-70-a	Providing and Fixing of pipe type B nikasi system including testing in all respect 110 mm	M	100	2535.52	253552.00
21	14-70-b	Providing and Fixing of pipe type B nikasi system including testing in all respect 75 mm	M	100	1430.62	143062.00
22	24-18-a-03	Providing, laying, cutting, jointing, testing and disinfecting UPVC pressure pipeline in trenches (conforming to BS 3505 manufactured ) jointed with socket, elbow, tee, bend and plug bend etc.manufactured by the respective manufacturer complete as per specifications UPVC Pressure Pipes Class B (6 Bar) except excavation. 5" Nominal Pipe Size (NPS)	M	110	1316.30	144793.00
23	14-24-b	Providing and fixing chromium plated (CP) bib-cock heavy duty of approved quality: 1.5 cm 1/2"	No	40	1241.82	49672.80
24	14-23	Providing and fixing underground stop-cock 1.5 cm (1/2") with chromium plated (CP) cover of approved quality.	No	7	760.53	5323.71
25	14-26-a	Providing and fixing chromium plated (CP) shower rose complete: Size 1/2"x4" (15 mm x 100 mm) (Best Quality)	No	10	1506.69	15066.90
26	14-57-b	Providing and Fixing brass gas cock: 3/4" (20 mm) dia	No	5	358.78	1793.90
27	14-37-d	Providing & Fixing Steel manhole cover with frame 18"x18" full heavy-duty	No	4	4513.96	18055.84
28	14-37-c	Supply and Fixing cast iron (CI) manhole cover with frame etc (Heavey Type) of approved quality complete: 24" (610 mm) dia	No	4	2360.32	9441.28
29	14-48-a	Providing and Fixing brass ball float valve of approved quality: 1/2" (13 mm) dia	No	4	437.19	1748.76

30	14-158	Grab bar (ROCA make) with W.C of special person's toilet including all fittings with complete installation.	No	4	2363.04	9452.16
31	14-65	Providing and Fixing flue pipe for gas room heater any type/make	Each	88.00	983.66	86,562
32	14-70-a	Providing and Fixing of pipe type B nikasi system including testing in all respect 110 mm	m	40.00	2535.52	101,421
<b>Sub Total (B)</b>						<b>2,475,125</b>

<b>(C ) Landscaping Works</b>						
1	03-62	Clearing and Grubbing by mechanical means	m2	4,000.00	19.05	76,200
2	03-68-b	Common Backfill	m3	400.00	238.53	95,412
3	03-07-b	Earth fill in lawns including dressing & compaction with suitable earth borrowed.	m3	2,100.00	330.85	694,785
4	03-20-a	Transportation of earth all types beyond 250 m and upto 500 m.	m3	898.13	249.73	224,289
5	03-20-b	Transportation of earth all types for every 100m extra lead beyond 500m upto 1.5 km.	m3	6000.00	38.69	232,140
6	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	302.85	35.17	10,651
7	03-57	Levelling, dressing and making lawns	m2	4,000.00	42.31	169,240
8	28-13	Supplying manure	m3	106.81	612.67	65,439
9	03-58	Turfing of lawn with Dacca Grass	m2	4,000.00	140.68	562,720
10	NSI	Tree Plantation( Species / plants and size will selected after complitation of Civil works than rate shall be analyzed)	L.Sum	1.00		500,000
<b>Sub Total (C.)Rs</b>						<b>2630876.5</b>

<b>(D) Electrical works</b>						
1	15-50	Wiring of light/fan/call-bell point in 3/0.029" PVC insulated bare cable (BSS-2004) in PVC pipe recessed	Each	605.00	1,575.83	953,377.15
2	15-51	Wiring of 2/3-pin 5-Amp. plug point in 3/0.029" PVC insulated bare cable in PVC pipe recessed	Each	45.00	593.75	26,718.75
3	15-69-c	S/E of best quality Exhaust fan 18" sweep with shutter and regulator	Each	8.00	6,224.40	49,795.20
4	15-69-a	S/E of best quality Exhaust fan 12" sweep with shutter and regulator	Each	15.00	3,551.40	53,271.00
5	15-63-c	S/E of Gate light fitting with holder complete and 160- watt mercury blended lamps	Each	6.00	890.55	5,343.30
6	15-55-a	S/E of fancy wall type bracket with brass holder and fancy shade complete.: Single	Each	35.00	1,274.76	44,616.60

7	15-68-c	S/E of best quality AC ceiling fan complete with GI rod, canopy blades, and regulator 56" sweep.	Each	41.00	6,261.75	256,731.75
8	15-61-a	S and Erection fluorescent tube light fitting including 4' rod, choke, starter, flexible wire etc : Single	Each	12.00	1,789.65	21,475.80
9	15-60	S and Erection double fluorescent tube light fitting 2No. 4' long, 40-W with 2 chokes & starters complete	Each	10.00	2,495.25	24,952.50
10	15-19-b	S/E of 3-Pin 10/15-Amp wall socket recessed type	Each	15.00	149.13	2,236.95
11	15-64-a	S and Erection garden-light fitting with holder and 160 W mercury blended lamp & choke : 18" dia	Each	8.00	750.15	6,001.20
12	15-75-b	S and Erection cubical type factory fabricated floor/wall mounting steel main board comp. : Recessed	Each	4.00	31,132.93	124,531.72
13	15-02-b-02	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls i/c chase etc : 3/4" i/d	M	110.03	301.93	33,220.58
14		Supply and Erection single core PVC insulated Copper conductor 250/440 V grade cable :				-
	15-05-a	a) 3/0.029	M	2986.89	73.22	218,700.40
	15-05-c	b) 7/0.029	M	731.48	135.21	98,903.99
	15-05-d	c) 7/0.036	M	249.92	169.09	42,259.62
	15-05-e	c) 7/0.044	M	1005.79	268.1	269,652.54
	15-05-f	d) 7/0.064	M	182.87	635.58	116,229.20
15	15-41, 15-42-a	Earthing of iron clad/aluminium switches etc with GI wire #8 SWG in GI pipe 0.5" dia i/c Supply and Erection 2'x2'x1/8" copper plate including riveting to copper tape & placing in mixture of salt and charcoal etc	Job	3.00	20902.05	62,706.15
16	14-79-d	Supply and fixing of 1.5 HP Monoblock water pump 1.25"x1" single phase upto 130 ft head (Type DE-S2) i/c all accessories	Each	2.00	24,784.46	49,568.92
17		S & E Single Phase Auto Circuit Breakers (Imported )				-
	15-71-a	(a) 6 Amp	Each	15.00	658.8	9,882.00
	15-71-b	(b) 15 Amp	Each	29.00	658.8	19,105.20
	15-71-c	(c.) 20 Amp	Each	17.00	950.4	16,156.80
	15-71-d	(c.)30 Amp	Each	17.00	950.4	16,156.80
18	15-12-c	Supply and Erection of iron / aluminium clad, 500 V main switch with triple pole, complete: 200 Amp	Each	4.00	5,766.30	23,065.20
19	15-36-i-14	S, Installation, testing and coming: of Recessed Down Light with CFL (1 X 13) watt Energy saver and Convex Frosted Lens IP 54,	Each	79.00	1,077.57	85,128.03

20	15-36-i-15	Supply, installation, testing and commissioning of recessed Light of best quality with CFL (13-17 watt) Energy saver and with Glass Reflector	Each	54.00	1,806.57	97,554.78
21	26-01-p-02	Supply and Erection of INVERTER BASED SPLIT AC (1.5 Ton)	Each	15.00	141,687.00	2,125,305.0
22	26-01-d-02	Supply and Erection of Solar PV Module (Solar Panel) Poly-crystalline A-Grade (per Watt) (As per Approved Specifications)	watt	100,000	87.77	8,777,000.0
23	24/26-01-e-02	S&E of MPPT Solar Light Charge Controller (15 Amps, 12/24 V) with all sort of electronic protections	no	15.00	15,484.77	232,271.55
24	26-01-f-01	Supply and Erection of 12 V VRLA GEL battery per AH	AH	8000.00	382.1	3,056,800.0
25	26-01-b-02	Supply and Erection PVC flexible pipe : 1.5" i/d	m	150	363.34	54,501.00
26	26-01-j-01	Supply and Erection of dV /dT or Sine Filters 11 KW to 18.5 KW	No	15.00	90,110.25	1,351,653.7
27	NSI	Sound System (rate will be analyzed after selection of the system)	L.Sum	1.00	500000.00	500,000.00
<b>Sub Total (D:ELECTRIFICATION WORK) Rs</b>						<b>18,824,873</b>

<b>(E) Tube Well</b>						
1	24-41	Conducting Elec: Resistivity survey of the area and furnishing its reports.	No	1.00	32439.75	32,440
2	24-01-a	Mobilization of plant, equipment and camping arrangements etc & demobilization after completion	Job	1.00	66922.20	66,922
3	24-02-a-10	Drilling of Bore holes for tube well in all types of soil and soft rock except hard rock from ground level upto 328 ft depth (0m to 100m), including sinking, collection of 100 % corings and withdrawing of pipe, complete as per specifications.: Dia of Bore 18"(450 mm) to 20" (500 mm) i/d	M	100.00	16744.72	1,674,472
4	24-02-b-08	Drilling of Bore holes for tube well in all types of soil and soft rock except hard rock from a depth of 328.1 ft to 656 ft (100.1m to 200 m) depth, including sinking, collection of 100 % corings and withdrawing of pipe, complete as per specifications.: 18" (450 mm) to 20" (500 mm) i/d	M	100.00	24492.06	2,449,206
5	24-03-b-07	Drilling of Bore holes for tube well in hard rock having unconfirmed compressive strength of 50 MPa and above from a depth of 328 ft to 656 ft (100 m to 200 m) depth, including sinking, collection of 100 % corings and withdrawing of pipe, complete as per specifications.: Above 18"(450 mm) upto 20" (500 mm) i/d	M	10.00	34663.55	346,636

6	24-09-c-04	Providing and installing PVC Strainer BSS Class "D" of approved make \ quality in tubewell bore hole, including socket, special sockets, studs etc. complete as per specification:12" Nominal Pipe Size (NPS) (300 mm)	M	50.00	9091.09	454,555
7	24-12-c-04	Providing and installing PVC blind pipe BSS Class "D" in Tube Well Bore Hole including Sockets and Solvents and jointing with strainer etc. complete: 12" Nominal Pipe Size (NPS) (300 mm)	M	160.00	9944.21	1,591,074
8	24-08-d	Providing and installing M.S. Bail plug of approved make / quality in tubewell bore hole complete as per specification:- 12" (300 mm) i/d 2 ft (450 mm) long.	M	2.00	42079.92	84,160
9	24-05	Collection and submission at approved water testing laboratory of two water samples in bottles from each bore hole for testing.	Per set	2.00	1482.30	2,965
10	24-14	Shrouding with graded pack grave 3/8" to 1/8" around tubewell in bore hole	M	200.00	289.88	57,976
11	24-39- c	Supplying and Fixing MS Suspension Clamp 3/8" thick for housing pipe : 12" i/d	Each	2.00	3548.06	7,096
12	24-36- a	Supplying and Fixing MS cap of 3/8" thick sheet : 10" i/d	Each	2.00	3811.64	7,623
13	24-42	Logging of bore hole with electrical equipment and furnishing reports.	Job	1.00	23643.00	23,643
14	24-13- a	Cleaning and washing of tubewell with air compressor in all sizes and depth, 8" i/d and above	Hour	72.00	2184.76	157,303
15	24-13-b	Testing and developing of tubewell with DNT unit 8" i/d and above complete as per specifications	Hour	72.00	2760.03	198,722
16	24-39- c	Supplying and Fixing MS Suspension Clamp 3/8" thick for housing pipe : 12" i/d	Each	2.00	3548.06	7,096
17	24-90-d	Supply & Installation, testing and commissioning of Submersible Pump (ISO - 9906 Certified) coupled with Submersible rewind-able Electric Motor with AC winding and all accessories like Motor Control Unit (equipped with UV/OV, dry run protection device, surge protection, phase reverse indicator) Complete in all accessories including NRV, Pressure Gauge, Sluice valve except column pipe and power cable for discharge less than or equal to 3000 iGPH and output capacity greater than 6 WHP and upto 10 WHP (As per Approved Technical Specifications)	WHP	6.06	104217.60	631,622

18	24-50-c-02	Supply and installation of Submersible Flat Cable made of 99.9% copper, coated with double PVC as per BSS Standards, 3x16 mm <sup>2</sup>	M	215.00	1155.90	248,519
19	24-56-a	Supply and Fixing MS Column pipe with flanges for submersible pump : 4" ( 100 mm) Nominal Pipe Size (NPS), 3/16" thick, 10' length	M	200.00	4317.49	863,498
20	24-30-c-09	Providing, laying, cutting, jointing, testing, and disinfecting High-Density Polyethylene Pipe (HDPE) Din-8074/Din-8075 /ISO-4427 in trenches, complete in all respects except excavation. (110 mm dia) PN-12.5	M	300.00	1642.68	492,804
21	24-30-a-04	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects except excavation. (75 mm dia) PN-8	M	400.00	523.05	209,220
22	24-49-d	Providing and Fixing Brass peet / gate valve 2" dia	Each	4.00	3112.47	12,450
23	24-49-f	Providing and Fixing Brass peet / gate valve 3" dia	Each	3.00	7269.39	21,808
24	24-49-g	Providing and Fixing Brass peet / gate valve 4" dia	Each	2.00	13294.17	26,588
<b>TOTAL TUBE WELL ( E )</b>					<b>Rs</b>	<b>9,668,396.10</b>

**(F) External Electrification**

S.no	MRs Ref:	Description of Item	Unit	Quantity	Rate	Amount
1	15-36-f	Supply and Fixing SMD Type LED Road light Fixture (90-100 watts)	Each	34.00	25047.00	851,598
2	15-122-c	Supply at site, installation, testing and commissioning of PVC insulated un-armoured copper conductor cable 600 / 1000 Volt grade (or otherwise mentioned in cable description ) in prelaidd conduits / trenches to be installed as per routes shown on drawings including cost of all necessary materials, connections, identification tags, cables lugs properly crimped at both ends for the following sizes complete in all respects (4 core x 16mm <sup>2</sup> cable)	M	55.00	2327.69	128,023
3	15-65-d	Supply & erection of Garden light fixture with LED 25-30 watts	Each	40.00	18054.77	722,191
4	15-08-c	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 7/0.029"	M	2000.00	283.93	567,860

5	15-08-f	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 7/0.064"	M	1200.00	1115.85	1,339,020
6	15-40-b-03	Providing street light poles of 40 ft height without arms including fixing complete.	Each	8.00	54324.23	434,594
7	15-33	Supply and Erection street light pole bracket 1.25" GI pipe 2m. long, complete with 2 pole clamps	Each	16.00	869.23	13,908
8	NSI	Supply & Instalation of 200KVA transformer (Payment will be made as per PESCO demand notice + 2% OH+10% profit +9.5% taxes)	L.S	1.00	3000000.0	3,000,000
<b>Sub Total External Electrification ( F)</b>					<b>Rs</b>	<b>7,057,193</b>

<b>G. Combo Range Items</b>						
1	NSI	Supply, installation & commencement of shotgun combo shooting range equipment	Complete Set	1	71970525	71970525
<b>Sub Total External Electrification ( G)</b>					<b>Rs</b>	<b>71,970,525</b>