LG & RDD, H/Q Charsadda



BID SOLICITATION DOCUMENTS

OFFICE OF THE ASSISTANT DIRECTOR SENIOR LOCAL GOVERNMENT & RURAL DEVELOPMENT THQ CHARSADDA

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GOVERNMENT OF KHYBER PAKHTUNKHWA
LOCAL GOVERNMENT & RURAL DEVELOPMENT DEPARTMENT

BID SOLICITATION DOCUMENTS

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INVITATION
FOR
BIDS

NOTICE INVITING EBIDDING THROUGH EPADS

Sealed tenders based on MRS-(2025 1st Bi Annual) / Non MRS-items for the below mentioned work is hereby invited on the basis of **Single stage two envelope procedure** through **EPADS** from the government contractors registered with PEC, enlisted with C&W Department as per Centralized Enlistment Policy of the Government of Khyber Pakhtunkhwa for the current financial year:

Work No	Work Name	Estimated Cost (Millions)	Bid Security @ 2% of the Estimated Cost (Rupees)	Last date & time of submission of electronic Bid form	Date & time of opening of electronic technical bid
01	Sanitation Works i.e. Street Pavement, Retaining Walls & Drains at different locations of UC Dherizardad & UC Dosehra, PK-64 District Charsadda	32.00	640,000	25-11-2026 12:30 pm	25-11-2026 01:00 pm

Terms and Conditions:

1. Bidding Documents can be downloaded from the official EPADS website i.e. (www.portalkp.eprocure.gov.pk) after publishing NIT. The Bidding Documents will be filled neatly and a clear scan copy of the same will be uploaded at the time of apply through EPADS. Cutting & overwriting will not be acceptable.
2. The Technical Bids shall be opened on the date mentioned above and evaluated strictly in accordance with the Tender Evaluation Criteria provided in the Bidding Documents (BSD). The date for opening of Financial Bids will be communicated subsequently to the technically responsive bidders only.
3. Interested bidders/firms must be registered with the Pakistan Engineering Council (PEC) in the relevant category along with the required specialization codes as specified in the Bidding Documents (BSD). Detailed eligibility and qualification criteria are provided in the BSD.
4. The securities shall be in shape of call deposit in favor of the **Assistant Director LG&RDD H/Q Charsadda.** All bidders shall enter the details of the bid security (2% CDR) and, where applicable, the additional security (CDRs) in the EPADS system at the time of bid submission. The original bid security and additional security (CDRs), details of which have already been entered in EPADS, shall be submitted through a registered courier to the Office of AD LG&RDD THQ Charsadda located at District Secretariate, Mardan Road, Charsadda before closing time of bid.
5. The call deposits i.e. bid security for the work / contract must be prepared after publishing of NIT and before the closing time of the bid.
6. The rates may be offered as %age above or %age below or at-par on engineer estimate.
7. The last time and date for online clarification is up-to 05:00 pm on 20-11-2026.
8. Matters related to the retaining of Bid Securities and failure to submit Bid Security & Additional Security shall be dealt with in accordance with KPPRA Notification No. S.R.O. (29)/Vol:1-40/2025-

26 dated 29th October, 2025 and matters pertaining to additional security shall be in accordance with Notification No. S.R.O. (14)/Vol: 1-24/2021-22 dated 10th May, 2022.

9. In case of rates more than 20 % below, a detailed rate analysis must be uploaded & submitted along with valid and justifiable supporting documentation.
10. Workorder will be issued subject to availability of funds. The time for completion of scheme shall be as per work order. The contractor or his representative can be present at time of opening of electronic bids opening.
11. In case of tie / draw amongst the responsive bidders, the bid may be decided through free toss which shall be considered as final.
12. In Case of Failure to submit the original bid security and additional security instruments before the date and time, the precuring entity shall debar the bidder for a period of one year, in accordance to the applicable KPPRA regulations issued vide notification No. S.R.O.(29)/vol :1-40/2025-26/699-711 dated 29th October,2025.
13. Bids will remain valid for **120 days** from the closing date of bids.
14. The firms/contractors who wants to participate in tendering process may registered themselves with the EPADS for gaining their unique username and password.
15. The PEC, FBR and KPRA registration (Active Tax Payer) must be valid for current Financial Year.
16. Any addition made in the terms & conditions in NIT advertised shall be implemented as per KPPRA Act & Rules

KHYBER PAKHTUNKHWA PUBLIC PROCUREMENT REGULATORY AUTHORITY NOTIFICATION

(Updated from Time to Time)

GOVERNMENT OF KHYBER PAKHTUNKHWA,
KHYBER PAKHTUNKHWA
PUBLIC PROCUREMENT REGULATORY AUTHORITY

Peshawar, the May 10, 2022 /6058-71

NOTIFICATION

S.R.O. (14)/Vol: 1-24/2021-22: In exercise of the powers conferred under Section 35-A of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 (Khyber Pakhtunkhwa Act No. XI of 2012) the Authority has been pleased to issue the following regulation, namely: -

1. **Short title and commencement.-** (i) This regulation may be called the Khyber Pakhtunkhwa Public Procurement Regulation No. XIV 2022.

(ii) This shall come into force at once.

2. **Matters pertaining to Additional Security in case of abnormally low bids.-** This regulation relates to the matters pertaining to Additional Security submitted by the bidders in procurement of works.

i. The contractors quoting their bids up to a limit of 10% below Engineer estimate shall submit bid security @ 2% only of Engineer Estimate.

ii. The contractors quoting their bids more than 10% below upto 20% below on Engineers' Estimate shall submit along with their bids 8% Additional Security of Engineer's Estimated cost in addition to 2% bid security. If the bid is not accompanied with the required amount of additional security then it will be considered as non-responsive and the 2% bid security shall be forfeited in favour of Government and the second lowest bidder and so on will be considered accordingly.

iii. **[Similarly, a contractor quoting bid more than 20% below shall submit with his bid an additional security on Engineer's Estimated cost equal to the differential amount of submitted bid and Engineers' Estimate along with detailed rate analysis]**[1]**.** In case of more than 20% below bids, if the bid is not accompanied by the detailed rate analysis and / or required amount of additional security, then the said bid shall be considered as non-responsive. All the securities submitted along with such non-responsive bid shall be forfeited in favour of Government and the 2nd lowest bidder and so on will be considered accordingly.

iv. In case detailed rate analysis submitted with the bids is, in view of the Procuring Entity, not convincing, the Head of the Procuring Entity may declare such bid as non-responsive without any forfeiture of bid securities and record reasons thereof.

v. The procuring entity may offer the contract to next lowest bidder after due diligence in the context of financial difference between such two bids or may advertise procurement opportunity afresh.

[1] Differential amount; if a contractor quote, e.g. 25% below engineer estimate bid then he has to deposit along with his bid 2% bid security and 25% additional security of engineer estimate.

vi. After commencements of work by the successful bidder, the procuring entity may replace the Additional Security with a bank guarantee of the same amount from the scheduled bank; if the already deposited security is not in the form of bank guarantee.

vii. The Additional Security shall be released to the contractor in four installments i.e. 1st installment of 25% to be released upon completion of 25% of the project, 2nd installment of 25% to be released upon completion of 50% of the project, 3rd installment of 25% to be released upon completion of 75% of the project and the 4th installment of 25% to be released after 100% completion of the project.

viii. All previous orders, instructions and regulations issued regarding additional security shall stand superseded.

-SD-
Managing Director
KPPRA

ENDST: No. As above: **Peshawar, the May 10, 2022**

Copy forwarded to:-

1. The Additional Chief Secretary (P&D) Department, Govt. of Khyber Pakhtunkhwa.
2. The Administrative Secretaries (C&W, Irrigation, Public Health Engineering and Local Government, Elections & Rural Development Department) Khyber Pakhtunkhwa with request to circulate the same to their downstream formations for compliance.
3. The Principal Secretary to Governor, Khyber Pakhtunkhwa.
4. The Principal Secretary to Chief Minister, Khyber Pakhtunkhwa.
5. The Inspector General of Police, Khyber Pakhtunkhwa.
6. The Secretary Provincial Assembly, Khyber Pakhtunkhwa.
7. The Accountant General, Khyber Pakhtunkhwa.
8. The Registrar, Peshawar High Court, Peshawar.
9. All Commissioners and Deputy Commissioners in Khyber Pakhtunkhwa.
10. PSO to Chief Secretary, Govt. of Khyber Pakhtunkhwa.
11. All Heads of Autonomous/Semi-Autonomous Bodies in Khyber Pakhtunkhwa.
12. Director, Treasuries & Accounts with request to circulate the same to all DAOs & Treasuries Officers in Khyber Pakhtunkhwa.
13. The Section Officer (Admn), Finance Department, Govt. of Khyber Pakhtunkhwa with respect to his office letter No. SO(A)/FD/1-40/2022, dated 22.04.2022.
14. Manager, Stationery and Printing Press Khyber Pakhtunkhwa, for printing in the official gazette.

SANA ULLAH
Assistant Director (M&E), KPPRA

INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA

INSTRUCTIONS TO BIDDERS

Clause No. ***Description***

A. GENERAL

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IB.2 Eligible Bidders
IB.3 Cost of Bidding

B. BIDDING DOCUMENTS

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IB.5 Clarification of Bidding Documents
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INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 **Scope of Bid**
As per NIT

1.2 **Source of Funds**
ADP No: 2255/250730 Development Initiative Funded by Tobacco Cess in Tobacco-Growing Regions.
Scheme Code: Sanitation Works i.e. Street Pavement, Retaining Walls & Drains at different locations of UC Dherizardad & UC Dosehra, PK-64 District Charsadda under the scheme of Tobacco Cess

IB.2 Eligible Bidders

2.1 In addition to detail provided in the Tender Evaluation Criteria mandatory section, Bidding is open to all firms and persons meeting the following requirements:

a) Duly enlisted with the Pakistan Engineering Council.
b) Must meet the required Codes of Pakistan Engineering Council for the said work
c) Duly enlisted with the Provincial Government (Works Deptt:)
d) NTN Registration with up to date online/ active status
e) Valid Registration with Khyber Pakhtunkhwa Revenue Authority
f) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-responsive.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid including the Bid Securities and Additional Security (If applicable) 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.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bid, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid **(if applicable)**
   (i) Schedule A: Schedule of Prices
   (ii) Schedule B: Specific Works Data
   (iii) Schedule C: Works to be Performed by Subcontractors
   (iv) Schedule D: Proposed Program of Works
   (v) Schedule E: Method of Performing Works

(vi) Schedule F: Integrity Pact

3. Conditions of Contract & Contract Data

4. Standard Forms:
   (i) Form of Bid Security
   (ii) Form of Performance Security.
   (iii)Form of Bank Guarantee for Advance Payment. (N/A)

5. Specifications (As per Bid Solicitation Documents / NIT)

6. Drawings, if any (As per Bid Solicitation Documents/ NIT)

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Procuring Officer/Engineer/Procuring Entity in writing at the Procuring Entity's ~~a~~address indicated in the Bidding Data.

5.2 The Procuring Officer/Engineer/Procuring Entity will respond to any request for clarification which it receives 05 days prior to the deadline mentioned in the NIT and EPADS system, Any amendment / modification if required shall be intimated to the Bidders through EPADS and / or KPPRA website as per KPPRA rules 2014.

IB.6 Amendment of Bidding Documents

6.1 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.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof and shall be communicated properly in accordance with IB5.2

6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Procuring Entity / Procuring Officer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

8.1 The bid prepared by the bidder may comprise the following components:

(a) As per NIT
(b) Documentary evidence in accordance with Clause IB.11 & IB.12.

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before bidding as to the correctness and sufficiency of his bid and of the rates and prices submitted/uploaded in the EPADS system which rates and prices shall except in so far as it is otherwise expressly provided in the contract, cover all his obligations under the contract and all matters and things necessary for the proper completion of the work.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 Bidding Documents can be downloaded from the official EPADS website i.e. (www.portalkp.eprocure.gov.pk) after publishing NIT. The Bidding Documents will be filled neatly and a clear scan copy of the same will be uploaded at the time of apply (bid submission) through EPADS.

10.2 The rates may be offered as %age above or %age below or at-par on engineer estimate.

10.3 Incomplete, illegible, or tampered scanned documents may render the bid non-responsive.

10.4 Even if stipulated in the Conditions of Contract, prices/premiums quoted by the bidder shall remain fixed during the bidder's performance of the contract and not subject to variation on any account.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.2 & IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in NIT/ BSDs.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the works conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment and references to brand names or catalogue numbers if any, designated by the Procuring Entity/ Procuring Officer in the Technical Provisions are intended to be descriptive only and not restrictive if applicable as per NIT / BSD.

IB.13 Bid Security

13.1 Matters related to the retaining of Bid Securities and failure to submit Bid Security & Additional Security shall be dealt with in accordance with KPPRA Notification No. S.R.O. (29)/Vol:1-40/2025-26 dated 29th October, 2025 and matters pertaining to additional security shall be in accordance with Notification No. S.R.O. (14)/Vol: 1-24/2021-22 dated 10th May, 2022.

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13.2 Affidavit on e-stamp that the required bid security is attached in the financial bid must be submitted in the technical bid required documents while the original bid security must be submitted in financial bid. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity as non-responsive as per KPPRA Notification IB.13.1.

13.3 The bid security of successful bidder shall be retained with the Procuring Entity till completion of the defect liability period and the amount of guarantee (if any) will be reduced by an equivalent amount.

13.4 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity; or

(b) in the case of a successful bidder, if he fails to:

(i) furnish the required Performance Security in accordance with Clause IB.21, or

(ii) Sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

(iii) As per KPPRA Notification No. *S.R.O. (14)/Vol: 1-24/2021-22: Dated Peshawar, the 10th May 2022 /6058-71*.

IB.14 Validity of Bids

14.1 As per NIT.

D. SUBMISSION OF BID

IB.15 Submission of Bids (as per NIT), Deadline for Submission, Modification& Withdrawal of Bids

15.1 Bidding Documents can be downloaded from the official EPADS website i.e. (www.portalkp.eprocure.gov.pk) after publishing NIT.

15.2 Bids shall be submitted electronically through EPADS under Single Stage Two Envelope Procedure, where Technical Proposal and Financial Proposal shall be uploaded separately in the respective fields/sections provided in the system. While for hard-form, Bidders shall submit two separate sealed envelopes: one containing the Technical Proposal (only the required documents needed for eligibility as per required in Mandatory section of Tender Evaluation Report) and the other containing the Financial Proposal (required Bid Securities). Both envelopes shall be placed in a single outer envelope and uploaded through EPADS as per procedure.

15.3 The securities shall be in shape of call deposit in favor of the Assistant Director LG&RDD H/Q Charsadda. All bidders shall enter the details of the bid security (2% CDR) and, where applicable, the additional security (CDRs) in the EPADS system at the time of bid submission. The original bid security and additional security (CDRs), details of which have already been entered in EPADS, shall be submitted through a registered courier to the Office of AD LG&RDD THQ Charsadda located at District Secretariate, Mardan Road, Charsadda before closing time of bid.

15.3 Matters related to the retaining of Bid Securities and failure to submit Bid Security & Additional Security shall be dealt with in accordance with KPPRA Notification No. S.R.O. (29)/Vol:1-40/2025-26 dated 29th October, 2025 and matters pertaining to additional

security shall be in accordance with Notification No. S.R.O. (14)/Vol: 1-24/2021-22 dated 10th May, 2022.

In case of rates more than 20 % below, a detailed rate analysis must be uploaded & submitted along with valid and justifiable supporting documentation.

15.4 Bids submitted through any other means except as mentioned in the NIT /BSD shall not be accepted/considered.

15.5 Any bid received by the Procuring Entity after the deadline for submission prescribed in Bidding Data / NIT / BSD will be returned unopened to such bidder.

15.6 If a bidder wants to withdraw his bid, the same shall be carried online on EPADS system of before the stipulated time as per NIT/BSD.

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

16.1 The Procuring Officer / Procuring Entity will first open the Technical Proposals in the presence of bidders' representatives. Financial Proposals shall remain sealed and will only be opened for those bidders who are declared technically qualified (minimum 70 marks as Technical Evaluation Criteria) later on the date and time specified by the Procurement Entity. While the Financial proposals of bidders failing to achieve the minimum technical score shall remain unopened and will be returned.

16.2 The Procuring Officer / Procuring Entity shall cross check their rates/CDRs as uploaded on EPADS and Originally submitted and shall record the minutes of the bid opening. Representatives of the bidders who choose to attend physically or virtually (if available) shall sign the attendance sheet while sealed bid envelop will be presented to the Procurement Committee so notified for detail evaluation & recommendations.

16.3 To assist in the examination, evaluation, and comparison of bids the Procuring Entity/Bid Evaluation Committee may, at its discretion, asks the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16.4 Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the procurement committee will determine the substantial responsiveness of each bid to the bidding Documents as per Tender Evaluation Criteria. For purpose of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. It will include to determine the requirements listed in bidding data.

16.5 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation may be waived by Procuring Entity, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16.7 The Procuring Entity through notified procurement committee shall evaluate all the bids so submitted in line with the evaluation criteria set in the NIT / Bid Solicitation Document.

16.8 Evaluated Bid Price

The procurement shall be carried out under the Single Stage–Two Envelope Procedure using the Least Cost Method. Only technically qualified bidders, securing at least 70% marks as per the Tender evaluation criteria defined in the NIT/BSD, shall be considered for financial evaluation. Among such technically qualified bidders, the Procurement Committee shall determine the lowest evaluated substantially responsive bid and recommend the same to the Procuring Entity for final approval.

16.9 Evaluation Methods for prices adjustment **(Not applicable)**

Pursuant to Sub-Clause 16.8 following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical noncompliance will be added to the corrected total bid price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original bids for corresponding item. In case of non-availability of price from other bidders, the price will be estimated by the Engineer/Procuring Officer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the bid schedules and conditions of contract, as determined by the Engineer/Procuring officer will be added to the corrected total bid price for comparison purpose only. Adjustment for commercial compliance will be added to the corrected total bid prices.

(iii) Price Adjustment for deviation in terms of payments refer to bidding data.

IB.17 Process to be Confidential

17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Procuring Officer / Engineer/Procuring Entity or Procurement Committee on any matter relating to its bid from the time of the bid opening to the time the bid evaluation result is announced by the Procuring Entity. The evaluation result may be announced at least ten (10) days prior to award of contract. The announcement to all bidders will be tentative comparative statement.

17.2 Any effort by a bidder to influence Procuring Officer / Engineer / Procuring Entity or Procurement Committee in the Bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid. Whereas any bidder feeling aggrieved may lodge a written complaint within ten (10) days of making it public in terms of Rule 45 of the KPPRA rules. Provided that no complaint shall lie against selection of a procurement method and decision to reject all tenders, quotations or proposals as specified under the KPPRA Act 2012 and KPPRA rules 2014 respectively.

F. AWARD OF CONTRACT

IB.18. Post Qualification (if applicable)

18.1 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.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Entity's Right

19.1 Subject to Sub-Clause IB.19.2, the Procuring Entity shall award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents, who is technically qualified in accordance with the prescribed evaluation criteria, and who has offered the lowest evaluated responsive financial bid, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.

19.2 Notwithstanding Sub-Clause IB.19.1, 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 (acceptance of a bid or proposal rule 47(1), without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Entity's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

20.1 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.

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Officer / Procuring Entity will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. **(If Applicable)**

20.3 The formal Agreement between the Procuring Officer / Procuring Entity and the successful bidder shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Officer / Procuring Entity.

IB.21 Performance Security (As per KPPRA Rules 2014) (If Applicable)

21.1 The successful bidder shall furnish to the Procuring Officer / Procuring Entity a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and e-stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

BIDDING DATA

Instructions to Bidders
Clause Reference

1.1 **Name of Procuring Entity**

Office of the Assistant Director Senior LG&RDD THQ Charsadda

Brief Description of Works
(As per NIT)

5.1 (a) Procuring Officer address:

Office of Assistant Director LG&RDD Tehsil Head Quarter Charsadda,
District Secretariat, Mardan Road near Judicial Complex, Charsadda.
Phone No. 091-9220425
Email: adcharsadda@gmail.com

10.3 Bid shall be quoted entirely in Pak. Rupees (Percentage Above/Below) on applicable schedule and non-Schedule items. The payment shall be made in Pak. Rupees for work done on release of funds, subject to fulfillment of Codal Formalities, Technical Sanction, Agreement Sanction, complying of Material & Technical specifications.

11.2 The bidder has the financial, technical and production capability necessary to perform the Contract as per NIT.

12.1 (a) Essential technical specification as per document at the following link are required:

(Technical Specification on MRS 2025 1st Bi Annual, Latest)

Essential Material specification as per document at the following link are required:

(Material Specification on MRS 2025 1st Bi Annual, Latest)

(b) Complete set of tentative technical specifications as per Approved PC-I and T.S

13.1 **Amount of Bid Security**
2% of the Estimated Cost as per NIT / BSD in line with the KPPRA Notification No. S.R.O. (14)/Vol: 1-24/2021-22/6058-71, Dated Peshawar, the 10th May 2022

14.1 **Period of Bid Validity**
180 Days

14.4 **Number of Copies of the Bid to be submitted**
Bids shall be submitted electronically through EPADS under Single Stage Two Envelope Procedure, where Technical Proposal and Financial Proposal shall be uploaded separately in the respective fields/sections provided in the system. While for hard-form, Bidders shall submit two separate sealed envelopes: one containing the Technical Proposal (only the

required documents needed for eligibility as per required in Mandatory section of Tender Evaluation Report) and the other containing the Financial Proposal (required Bid Securities). Both envelopes shall be placed in a single outer envelope and uploaded through EPADS as per procedure and shall be submitted through a registered courier to the Office of AD LG&RDD THQ Charsadda located at District Secretariate, Mardan Road, Charsadda before closing time of bid

14.6 **Address for the Purpose of Bid Submission**

(a) Original Bid

The original bid must be delivered to (before closing time of bid);

Office of Assistant Director LG&RDD Tehsil Head Quarter Charsadda, District Secretariat, Mardan Road near Judicial Complex, Charsadda.
Phone No. 091-9220425

15.1 **Deadline for Submission of Bids**

As per NIT

16.1 **Venue, Time, and Date of Bid Opening**

As per NIT

16.4 **Responsiveness of Bids (as per requirement of NIT/BSD)**

In addition to the mandatory requirement mentioned in the Tender Evaluation Criteria,

(i) The Bidder is eligible to Bid and possesses the requisite experience, capability and qualification as per NIT/BSD.

(ii) The uploaded Technical Bid must contain all evidence of PEC Category relevant codes, financial standing, and experience as per the NIT/BSD.

(iii) Both the Technical Bid and Financial Bid must be uploaded and submitted separately through the EPADS portal before the closing date and time. Manual/hard copy submissions without an electronic bid shall be rejected.

(iv) One Bid per Bidder-Each bidder shall submit only one electronic bid. Any bidder participating in more than one bid (individually or as a JV) will result in the disqualification of all bids involving that bidder.

(v) Material discrepancies between uploaded documents on EPADS and physically submitted originals may render the bid non-responsive.

(vi) Scanned documents must be clear. Any evidence of cutting, fluid-erasing, or overwriting on the uploaded documents without proper attestation will render the bid non-responsive.

(vii) The original Bid Security must be uploaded/submitted within the Financial Bid to maintain rate secrecy. Original Affidavit on e-stamp Must be place in Technical Bid both on EPADS and in required hard form, regarding submission of the required bid security in the financial bid. All submitted bids are firm and binding; any withdrawal after the closing time shall lead to the forfeiture of security upon the opening of the Financial Bid.

16.9 **Price Adjustment: (Not applicable)**

TECHNICAL EVALUATION CRITERIA

ELIGIBILITY CRITERIA FOR BIDDERS / CONTRACTORS

Keeping in view the complexity / nature of the work, eligibility of bidder(s) for qualifying the basic eligibility is mentioned below. Furthermore, all terms and condition mentioned in the Notice Inviting Tender published in daily newspapers shall remain intact.

Mandatory Requirement for Eligibility:

S.#	Description	Yes (the applicant will be eligible for further evaluation) or No (the applicant will not be eligible for further evaluation)
1	Registration with Pakistan Engineering Council in Category C-5 (or above) in the following field of specialization possessing relevant codes: **CE01, CE09 & CE10**	If "YES" the applicant will be eligible for further evaluation for qualification (copy of valid PEC certificate shall be attached) *In case of JV, Both JV partners shall individually possess valid Pakistan Engineering Council (PEC) registration in Category C-5 or above, while the JV collectively must possess the required PEC specialized codes mentioned in the BSD.*
2	One bid per Bidder	Each bidder shall submit only one bid, either individually or as a partner in a Joint Venture (JV). A bidder, including its affiliates, shall not participate in more than one bid in any capacity, including as a partner, subcontractor, or consultant. Bids submitted under the same National Tax Number (NTN) or Sales Tax Registration Number (STRN), or under different names but having common ownership, management, or control, shall be treated as multiple bids by the same bidder. Any such participation shall result in the disqualification of all related bids.
3	Blacklisting from any Government / Semi-Government Agency / Department / NGO	Original affidavit on e-stamp paper stating that the firm has not been blacklisted by any Government / Semi-Government Agency / Department / NGO till date shall be provided.
4	Litigation history in which decision has been given against the firm(s)	Original affidavit on e-stamp paper stating that no adverse litigation decision involving fraud, corruption, blacklisting, abandonment of work, or contractual default has been given against the firm during the last five years.
5	Valid Income Tax Registration (NTN Certificate)	Copy of NTN Certificate and proof of Active Taxpayer status shall be provided.
6	Valid KPRA Registration	KPRA Registration to be provided
7	Affidavit in Respect of Bid Securities (Earnest Money)	Original affidavit on e-stamp paper shall be placed in the Technical Bid regarding submission of the required Bid Security in the Financial Bid.
8	National Identity Card	CNIC Photo Copy
9	Joint Venture ***Both JV partners shall individually possess the required PEC registration and category and fulfill***	Only two partners, i.e., the Lead Firm and Partner Firm, shall be allowed. An original JV Agreement/affidavit on e-stamp paper shall be submitted, clearly indicating the participation share of each partner, provided that **the share of the Lead Firm shall not be less than 70%**. The marks obtained by each JV partner under

	the minimum eligibility requirements prescribed above at Serial No. 2 to 6; otherwise, the JV shall be considered non-responsive.	the evaluation criteria shall be combined on weighted basis according to their respective participation share as defined in the JV Agreement. Both partners shall be jointly and severally liable.

Evaluation Criteria

Keeping in view the complexity of the project works, criteria for qualification has been evolved as mentioned below:

S.#	Technical Evaluation's Category	Score
A	Financial Capabilities	30
B	Firm Experience	40
C	Personnel Capabilities	20
D	Equipment Capabilities	10
	Total	**100**

Qualification will be carried out on the point scoring basis. Passing criteria as per PEC Standards and Guidelines shall be followed.

- Passing marks for Single Firm: Minimum **50%** in each category and 70% Overall.
- For joint venture: Minimum **40%** marks in each category for lead firm and **25%** marks in each category for each JV Partner.

A. FINANCIAL CAPABILITIES

Credit score shall be awarded based on the following:

S.#	Description	Maximum Score
1	Attested / verified bank statement (**"stamped and signed"** by the bank) issued after the publication of the advertisement. a. Full Marks if the firm has bank statement showing amount of Rs. 32 Million or more. b. For balance of Rs. 18 Million up to Rs. 32 million marks will be awarded as per following formula: 10 x (A/32) **A** - Available bank balance c. No Marks will be awarded for balance less than Rs. 18 Million Note: Provide Email address of issuing authority for verification purpose.	10
2	Copy of audit report of the firm: a. Full Marks will be awarded to firms having audit reports for last three years. b. 6 Marks will be awarded to firms having audit reports for last 2 years. c. 3 Marks will be awarded to firms having audit reports for last 1	10

	year. **Note:** • *The last three years means "Financial Year 2023-24, 2024-25 and 2025-26".* • *Audit report must be issued by an independent firm of Chartered Accountants (CA) who are active members of the Institute of Chartered Accountants of Pakistan (ICAP)*	
3	Working Capital of the firm for the last three years. a. Full marks if the firm has average working capital of Rs. 32 million or more. b. For balance of Rs. 18 million up to Rs. 32 million marks will be awarded as per following formula: 10x(A/32) A – Average Working Capital (Current Assets – Current Liabilities) No Marks will be awarded for balance less than Rs. 18 million. **Note;** • *The last three years means "Financial Year 2023-24, 2024-25 and 2025-26".* • *Working Capital shall be calculated based on the figures (Current Assets and Current Liabilities) contained within the above-mentioned Audit Report* • *Failure to provide Audited Financial Statements for any of the specified years shall result in a 'Zero' value for that year in the three-year average calculation.*	10
	Sub Total	**30**

B. FIRM EXPERIENCE

Credit score shall be awarded based on the following:

S.#	Description	Maximum Score
1	Firm shall have **4 similar nature projects completed** in the last five years. Project cost below than Rs. 8 million shall be not considered. Each project shall have 4 marks. **Note:** • *Similar nature work is defined as the construction of street pavements, Drains, R/Walls & small mechanical works* • *Freshly Attested copy of "completion certificate & Work Order from the concerned Government procuring entity". The attestation date should fall between opening date of tender and closing day of tender till submission.*	16
2	Firm shall have **3 similar nature projects in-hand**. Project cost below than Rs. 10.5 million shall be not considered. Each project shall have 4 marks. **Note:** • *Similar nature work is defined as the construction of street pavements using Tuff Tiles (pre-cast concrete pavers) or PCC flooring, including the provision and installation of associated drainage systems, sewerage lines.* • *Freshly Attested copy of "completion certificate & Work Order from the concerned Government procuring entity". The attestation date should fall between opening date of tender and closing day of tender till submission*	12
3	Firm shall have **06 general projects (completed or in-hand)** in the last five years. Project cost below than Rs. 10 Million shall not be considered. Each project shall have 02 marks.	12

	Note: • *Projects should be other than the one already claimed under Serial 1 & 2.* • *Attested copy of "completion certificate & Work Order from the concerned Government procuring entity".*	
	Sub Total	40

C. PERSONNEL CAPABILITIES

Credit score shall be awarded based on the following:

S.#	Description	Maximum Score
1	B.Sc Engineer (Civil) registered with the Pakistan Engineering Council (03 No's with minimum 02 years of professional experience), each carrying 04 marks **Note:** • *These engineers must be enlisted with PEC on account of the bidder.* • *Marks will only be awarded for Civil Engineering degrees relevant to the scope of work* • *All the relevant documents of the mentioned Engineers should be attached*	12
2	Associate Engineers (B-Tech/DAE) Civil (04 No with minimum of 01 year of professional experience), each carrying 02 marks **Note:** • *Marks will only be awarded for Civil Engineering degrees relevant to the scope of work* • *All the relevant documents of the mentioned Engineers should be attached*	08
	Sub Total	**20**

D. EQUIPMENT CAPABILITIES

It is important to mentioned that the make, serial number and photos of all tools / equipment must be provided. No mark will be awarded for incomplete documents as mentioned.

Credit score shall be awarded based on the following:

S.#	Description	No Required	Maximum Score
1	Survey / Leveling equipment	01	01
2	Testing Equipment i.e. Slump Cone & Concrete Cylinders, Cutter	01	01
3	Concrete Mixture Machines	02	02
4	Plate Compactors (Vibratory)	02	02
5	Water Bowser/ Tanks	01	01
6	Tractor Trolley	01	01

7	Excavator	01	01
8	Vibrators (Needle type)	02	01
		Sub Total	**10**

FINANCIAL EVALUATION CRITERIA:

- Based on least Cost method
- Financial bids of only technically qualified bidders will be opened and, after detailed evaluation, the bidder who is technically qualified, substantially responsive to the bidding requirements/documents, and has offered the lowest evaluated bid/rate shall be declared as the **LOWEST SUCCESSFUL RESPONSIVE BIDDER.**

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

SCHEDULE OF PRICES

Current Year Market Rate System i.e. MRS-2025 (1st Bi-Annual) is applicable for all the schedule items.

Bidding Documents along with Tender form can be downloaded from the official EPADS website i.e. (https://portalkp.eprocure.gov.pk/#/) after publishing NIT. The tender form will be filled neatly and a clear scan copy of the same will be uploaded at the time of apply (bid submission) through EPADS.

The Procuring Entity shall not be liable for the errors/malfunctions of the e-bidding system, loss or non-provision of e-bidding system Login & Password

(https://portalkp.eprocure.gov.pk/#/)

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

THE CONTRACTOR SHALL FOLLOW MATERIAL SPECIFICATIONS AS PER:
https://finance.gkp.pk/attachments/b8ec0350589111efa5c8477c667f2c3b/download
(Material Specification on MRS 2025 1st Bi Annual, Latest)

THE CONTRACTOR SHALL FOLLOW TECHNICAL SPECIFICATIONS AS PER:
https://finance.gkp.pk/attachments/b8f435f0589111ef97c9a5f08c90443b/download
(Technical Specification on MRS 2025 1st Bi Annual, Latest)

FOR SCHEDULE ITEMS AND INDUSTRY STANDARDS SHALL BE ADOPTED/FOLLOWED FOR NON-SCHEDULE ITEMS

Signature of Contractor

Seal of Contractor

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS (NOT APPLICABLE)

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)

Note:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Entity.

2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Entity's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.

3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

SCHEDULE – D TO BID

PROPOSED PROGRAM OF WORKS (IF REQUIRED BY PE/PO)

Bidder may provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

Signature: _____

Seal: _____

Dated: _____

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

(IF REQUIRED BY THE PE/PO)

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and executional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

SCHEDULE – F TO BID

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

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

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

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

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

Name of the Bidder: …… Name of the Procuring officer / Procuring Entity: …

Signature: …… Signature: ……
[Seal] [Seal]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data (Material Specifications and Technical Specifications of MRS notified by Finance Department, Khyber Pakhtunkhwa), including Procuring Entity's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Procuring Entity's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 "Procuring Entity" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Entity) any assignee.

1.1.6 "Party" means either the Procuring Entity or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Province" means Khyber Pakhtunkhwa.

1.1.14 "Procuring Entity's Risks" means those matters listed in Sub-Clause 6.1.

1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 'Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 "Site" means the places provided by the Procuring Entity where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Entity under Sub-Clause 10.1.

1.1.19 'Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 "Engineer" means the person, if any, notified by the Procuring Entity to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.1.21 "Procuring Officer" means the person, if any, notified by the procuring entity to act as procuring officer for the purpose of the contract and named as such in the contract data.

1.2 **Interpretation**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Khyber Pakhtunkhwa Province,

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING ENTITY

2.1 **Provision of Site**

The Procuring Entity shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 **Permits etc.**

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 **Engineer's/Procuring Entity's Instructions**

The Contractor shall comply with all instructions given by the Procuring Entity or the Engineer, if notified by the Procuring Entity, in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Entity shall affect the Contractor's obligations.

3. ENGINEER'S / PROCURING ENTITY'S REPRESENTATIVES

3.1 **Authorized Person**

The Procuring Entity shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified

in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Entity shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Procuring Entity's Representative

The name and address of Engineer's/Procuring Entity's Representative is given in Contract Data. However, the Contractor shall be notified by the Engineer/Procuring Entity, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Entity for such appointment which consent shall not be unreasonable withheld by the Procuring Entity. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Entity as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Procuring Entity.

4.4 Performance Security (KPPRA Rules 2014 shall be Applicable)

The Contractor shall furnish to the Procuring Entity within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee for the amount and validity specified in Contract Data, in case the contract value is equal to or exceeds Rs.20.00 million.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Entity all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Procuring Entity shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall

not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring
Entity or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Entity shall be responsible for the Specifications and Drawings.

6. PROCURING ENTITY'S RISKS

6.1 **The Procuring Entity's Risks**

The Procuring Entity's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country**;**

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country**;**

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works**;**

d) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material**;**

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds**;**

f) use or occupation by the Procuring Entity of any part of the Works, except as may be specified in the Contract**;**

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Entity's personnel or by others for whom the Procuring Entity is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the

Contractor immediately notified to the Procuring Entity and accepted by the Procuring Entity.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Program

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Entity a program for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Entity/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Entity/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Procuring Entity/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with such determination by the Procuring Entity/Engineer within such period as may be prescribed by the Procuring Entity/Engineer for the same; and the Procuring Entity shall extend the Time for Completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Entity for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Entity when he considers that the Works are complete.

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Entity/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Procuring Entity/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

The Contractor shall for a period stated in the contract data from the date if issue of the Certificate of Completion carry out, at no cost to the Procuring Entity, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Entity/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Entity/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Entity to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing**

The Engineer/Procuring Entity may give instruction as to the uncovering of any work. Unless as a result of an uncovering it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering as a Variation in accordance with Sub-Clause 10.2.
Moreover, all the required tests to be performed during the execution of work will be on contractor cost.

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

The Procuring Entity/Engineer may issue Variation Order(s) in writing. where for any reason it has not been possible for the Procuring Entity/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Entity/Engineer in writing and if the same are not refuted/denied by the Procuring Entity/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 **Valuation of Variations**

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which

d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Entity considers appropriate, or

e) if the Engineer/Procuring Entity so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Early Warning**

The Contractor shall notify the Engineer/Procuring Entity in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Entity being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4 **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Entity's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Entity's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Entity within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Entity an itemized make-up of the value of variations and claims within twenty-eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Entity shall check and if possible, agree the value. In the absence of agreement, the Procuring Entity shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

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 7.4 of Conditions of Contract (CoC) 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 subject to the availability of funds, or, in the case of the Final Certificate referred to in Sub Clause 11.5 of CoC, 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.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements <u>(Subject to Availability of Funds)</u>**

The Contractor shall be entitled to be paid at monthly intervals:

a) the value of the Works executed; and

b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Procuring Entity a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer / Procuring Entity shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Procuring Entity shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 **Retention**

Retention money shall be paid by the Procuring Entity to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the

remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 **Final Payment**

Within twenty-one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Entity together with any documentation reasonably required to enable the Procuring Entity to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Entity shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Entity may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 **Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Entity or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Entity may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Entity's notice, the Procuring Entity may by a second notice given within a further twenty-one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Entity instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Procuring Entity**

If the Procuring Entity fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Entity's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.
However, it is again to state here that the contractor shall execute the scheme/work as per the release by the government no liability should be created on procurement entity part.

If the default is not remedied within twenty-eight (28) days after the Procuring Entity's receipt of the Contractor's notice, the Contractor may by a second notice given within

a further twenty-one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

a) any sums to which the Contractor is entitled under Sub-Clause 10.4,

b) any sums to which the Procuring Entity is entitled,

c) if the Procuring Entity has terminated under Sub-Clause 12.1 or 12.3, the Procuring Entity shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty-eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Entity's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Entity. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Entity's Risks, the Contractor shall indemnify the Procuring Entity, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Entity immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Entity demobilize the Contractor's Equipment.

If the event continues for a period of eighty-four (84) days, either Party may then give notice of termination which shall take effect twenty-eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

a) any sums to which the Contractor is entitled under Sub-Clause 10.4,

b) the cost of his demobilization, and

c) less any sums to which the Procuring Entity is entitled.

The net balance due shall be paid or repaid within thirty-five (35) days of the notice of termination.

14. INSURANCE

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Entity's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Entity. The Contractor shall provide the Engineer/Procuring Entity with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Entity may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Entity and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty-eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Entity and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Procuring Entity shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

15.4 Resolution of Dispute in Absence of the Engineer.

In case no Engineer has been appointed, the dispute, if any, between the Procuring Entity and the Contractor in connection with the Works, shall first be tried to be resolved amicably. In case the dispute could not be resolved amicably, it shall be settled as per provision of Arbitration Act-1940.

16 INTEGRITY PACT

16.1 If the Contractor, or any of his agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F 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 Sub-Contractors, 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 Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Procuring Entity instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Entity under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Entity prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

1.1.3 Procuring Entity's Drawings, if any
As per PC-I and T.S

1.1.4 The Procurement Entity means;
Office of the Assistant Director Senior LG&RDD THQ Charsadda

1.1.5 **The Contractor** means;

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement subject to the availability of funds.

1.1.9 **Time for Completion: As per PC-I phasing (Subject to availability of fund)**

1.1.20 **Engineer**

Assistant Engineer Senior, LG&RDD H/Q Charsadda
Sub Engineer – I, LG&RDD H/Q Charsadda
Sub Engineer – II, LG&RDD H/Q Charsadda

1.3 **Documents forming the Contract listed in the order of priority:**

(a) The Contract Agreement
(b) Letter of Acceptance
(c) Evaluated Bid Solicitation Document and Bid evaluation report
(d) Contract Data
(e) Conditions of Contract
(f) The completed Schedules to Bid including Schedule of Prices
(g) The Drawings, if any
(h) The Specifications

(The Procuring Entity may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

2.1 **Provision of Site:**

On the Commencement date by the Sub Divisional Officer (Concerned)

3.1 **Authorized person: Assistant Director Senior, LG&RDD H/Q Charsadda**

3.2 **Name and address of Engineer's/Procuring Officer/Procuring Entity's representative**

Technical Staff/Accountant of Office of Assistant Director LG&RDD Tehsil Head Quarter Charsadda, District Secretariat, Mardan Road near Judicial Complex, Charsadda.
Phone No. 091-9220425
Email: adcharsadda@gmail.com.

4.4 **Performance Security:**

As per NIT.

5.1 **Requirements for Contractor's design (if any):**
Specification: Material and Technical Specifications based on MRS-2025 as specified by Finance Department, Government of Khyber Pakhtunkhwa

7.2 **Program:**

Time for submission: Within fourteen (14) days of the Commencement Date

Form of program: (Bar Chart) (If required)

7.4 Amount payable due to failure to complete shall be 0.05% per day up to a maximum of (10%) * of sum stated in the Letter of Acceptance

9.1 **Period for remedying defects**
120 days after final measurement date

10.2 (e) **Variation procedure:**

As per work progress and site situation

11.1 **(a) Terms of Payments**

As per work done and availability of fund

(b) **Valuation of the Works*: (NOT APPLICABLE)**

i) Lump sum price_____(details), or
ii) Lump sum price with schedules of rates _____ (details), or
iii) Lump sum price with bill of quantities_____as per work done.
iv) Re-measurement with estimated/bid quantities in the Schedule of Prices_____(details), or/and
v) Cost reimbursable_____(details)

11.2 (b) **Percentage of value of Materials and Plant for day work (if applicable):**

Materials	Eighty (80%)
Plant	Ninety (90%)

11.3 **Percentage of retention:** Eight (08%)

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances: (NOT APPLICABLE)**

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover (NOT APPLICABLE)

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover (APPLICABLE)

Third Party-injury to persons and damage to property

_____Rs. 200,000_____

(The minimum amount of third-party insurance should be assessed by the Procuring officer / Procuring Entity and entered).

Workers:
_____Rs. 200,000_____

_____
Other cover*:

_____
(In each case name of insured is Contractor and Procuring officer /Procuring Entity)

14.2 **Amount to be recovered (NOT APPLICABLE)**

Premium plus _____ percent (____%).

15.3 **Arbitration**

Place of Arbitration: _The Grievance redressal mechanism as per KPPRA shall be applicable, only & place shall be Peshawar, Khyber Pakhtunkhwa.

SPECIAL CONDITIONS OF THE CONTRACT/SOP

1. Standard Technical Specifications for all the items as specified in the "Technical Specification for Workmanship" for Market Rate System 2024 (1st Bi-Annual) notified by the Finance Department, Government of Khyber Pakhtunkhwa will be applicable and shall be strictly followed. Any item(s) found of having specification(s) other than the one specified in the above-mentioned document will not be entertained until being replaced by the concerned contractor with the items having standard specifications as per above mentioned document.
2. The prices inclusive of all taxes/duties (if applicable) are firm & final and shall not be escalated for any reason what so ever.
3. Procuring Entity reserves the right to cancel the work order any time assigning any reason in case if the performance / quality of material found not satisfactory.
4. The Procurement Entity reserves the right to forfeit all type of the security, if the contractor: -
    a. Commits any breach of contract.
    b. Found subletting any scheme the contract agreement shall be cancelled and earnest money/security should be forfeited.
    c. In case, the forfeiture of the security deposit does not compensate the Procurement Entity for losses suffered due to non-delivery or breach of contract for any other reasons, the Procurement entity will have a right to forfeit other security or to recover the same from any other resources or trovers of the contractor.
5. All types of taxies/duties should be recovered or deducted from contractor as per government policies.
6. In case of any issue/dispute, only main contractor should be allowed to discuss the matter in person within 15 days. In case of failure, contractor has no right and his plea will not be heard at any forum.
7. Workorder will be issued subject to the availability of funds.
8. Work done must be carried out according to the release of funds and no liability should be created on Department/Government.
9. If any technical problem occurs, whatever decision is taken by the of technical wing of the E/A in its solution should be accepted. No further decisions should be made after that.
10. Infringe from specified procedure, the file should not be received or referred from anyone. And not to be handover to irrelevant person or body.
11. No one should be allowed, except original contractor to entertain in the matter of payment.
12. Irrelevant person/(s') should not to be allowed to intervene especially during the execution of work.
13. After the initiation of field work, political person/s' should not be allowed to intervene in works.
14. Public/Civil servant should not to be allowed as contractor representative or involvement in contractual works.
15. Any Additional Conditions that the KPRPA/Directorate of LG&RDD/DDAC/Administrative Approval imposes in such schemes will be applicable.
16. All applicable material and quality control tests shall be carried out by the contractor at his own cost through approved laboratories, as directed by the Engineer In-charge.

Signature of Contractor

Seal of Contractor

STANDARD FORMS
FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Procuring Entity)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____
Name of Principal (Bidder) with address: _____
_____
Penal Sum of Security (express in words and figures): _____
_____
Bid Reference No._____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid 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 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 Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Entity; and

WHEREAS, the Procuring Entity has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Entity, conditioned as under:

(1) that the Bid Security shall remain valid for a period of twenty-eight (28) days beyond the period of validity of the bid;
(2) that in the event of;

(a) the Principal withdraws his Bid during the period of validity of Bid, or

(b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or

(c) failure of the successful bidder to

(i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Procuring Entity for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Entity in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, 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 then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Entity the said sum stated above 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 Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Entity shall be the sole and final judge for deciding whether the Principal 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 Guarantor shall pay without objection the sum 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 bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Procuring Entity)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

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 accepted 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 the 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 9, Remedying Defects, 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, for 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 bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

_____
Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 202___ between Assistant Engineer Senior, LG&RDD H/Q Charsadda on behalf of office of the Assistant Director Senior, LG&RDD H/Q Charsadda (hereinafter called the "Procuring Entity") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Entity is desirous that certain Work/s, 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 witnessed 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 Letter of Acceptance;
   (b) The completed Form of Bid along with Schedules to Bid;
   (c) Conditions of Contract & Contract Data;
   (d) The priced Schedule of Prices;
   (e) The Specifications; and
   (f) The Drawings

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 within the provisions of the Contract.

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

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

Signature of the Contactor	Signature of the Procuring Officer / Procuring Entity
_____	_____
(Seal)	(Seal)

Signed, Sealed and Delivered in the presence of:

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

SPECIFICATIONS

Both the below specifications should be strictly followed while executing the scheme, otherwise billing process will not be entertained and the items having defective/low specification will be replaced by contractor before any payment.

Standard material specification as per document at the following link are required:
https://finance.gkp.pk/attachments/b8ec0350589111efa5c8477c667f2c3b/download
(Material Specification on MRS 2024 1st Bi Annual, Latest)

Standard technical specification as per document at the following link are required:
https://finance.gkp.pk/attachments/b8f435f0589111ef97c9a5f08c90443b/download
(Technical Specification on MRS 2024 1st Bi Annual, Latest)

It is certified that I, Government Contractor go through both the books of specification as mentioned above of Government of Khyber Pakhtunkhwa Market Rate System Technical Specification for Workmanship, understood them and will execute/carry all the related work as per specified specifications. I also understood that if my work found below the mentioned specifications, the department has the right to impose any penalty and/or also the same will not be claimed/entertained in any bill.

Signature of Contractor Seal of Contractor

BOQ for Sanitation Works i.e. Street Pavement, Retaining Walls & Drains at different locations of UC Dherizardad & UC Dosehra, PK-64 District Charsadda under the scheme of Tobacco Cess

Sub-Head #1: Sanitation of Street							
1	**Filling, watering and ramming earth under floor with earth excavated from outside lead upto 30m**						
					84.94	M3	
		SI	**03-18-d**	@	**527.17**	**M3**	**44778**
2	**Dismantling : Plain Cement Concrete 1:3:6**						
			M3		21.23	M3	
		SI	**04-19-b**	@	**4020.58**	**M3**	**85357**
3	**Supply & Spreading of Shingle**						
					21.23	M3	
		SI	**16-28**	@	**2631.66**	**M3**	**55870**
4	**Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)**						
			M3		9.34	M3	
		SI	**06-05-i**	@	**12340.56**	**M3**	**115261**
5	**Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)**						
			M3		9.34	M3	
		SI	**06-05-f**	@	**17,035.28**	**M3**	**159110**
6	**Providing and Fixing marble strip 2" wide and 3/8" thick for dividing the floor into panels**						
			M		29.88	M	
		SI	**10-47-d**	@	**144.06**	**M**	**4305**
Sub-Head #2: Retaining Wall Structure							
1	**Excavation in foundation of building, bridges etc complete : in ordinary soil**						
			M3		5.66	M3	
		SI	**03-25-b**	@	**360.39**	**M3**	**2040**
2	**Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)**						
			M3		0.47	M3	
		SI	**06-05-i**	@	**12340.56**	**M3**	**5800**
3	**PCC 1:3:6 in mass concrete less formwork using 30% boulders**						
			M3		4.95	M3	
		SI	**06-44-c**	@	**11,257.60**	**M3**	**55725**
4	**Erection and removal of Form work with Wood Surface Finshing for RCC or Plain cement Concrete in any shape - Position / Vertical**						
			M2		9.29	M2	
		SI	**06-46-b**	@	**762.91**	**M2**	**7087**
5	**Side Backfilling: Earthwork filling behind and on sides of the retaining wall using excavated or common material, compacted in layers.**						
			M3		2.12	M3	
		SI	**03-18-d**	@	**497.20**	**M3**	**1054**
6	**Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)**						
			M3		0.35	M3	

		SI	06-05-f	@	17,035.28	M3	5962
7	Painting / Protective Coat: Applying 2 coats of protective/weather-resistant painting over the exposed concrete surface of the retaining wall.						
			M2		9.29	M2	
		SI	13-25-a & 13-25-b	@	533.71	M2	4958
Sub-Head #3: Drain Works							
1	Earth excavation in open cut upto 3 m depth for drains, pipes etc & disposal : in Ordinary Soil						
			M3		5.66	M3	
		SI	03-09-a	@	497.2	M3	2814
2	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)						
			M3		1.87	M3	
		SI	06-05-i	@	12340.56	M3	23077
3	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)						
			M3		4.25	M3	
		SI	06-05-f	@	17,035.28	M3	72400
4	Erection and removal of Form work with Wood Surface Finshing for RCC or Plain cement Concrete in any shape - Position / Vertical						
			M2		55.76	M2	
		SI	06-46-b	@	762.91	M2	42540
5	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)						
			M3		2.38	M3	
		SI	06-07-a-03	@	19446.34	M3	46282
6	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)- Details Sheet attached						
			in Tonne		0.0210	Tonne	
		SI	06-08-c	@	303008.50	Tonne	6363
7	Providing and laying R.C.C. pipe, moulded with cement concrete 1:1-1/2:3, with spigot, socket or collar joint, etc. including cost of reinforcement, conforming to B.S. 5911: Part-I, 1981 Class "L" including carriage, lowering in trenches to correct alignment and grade, jointing, cutting pipe where necessary, finishing and testing, etc. complete:- 9" dia:						
			M		0.61	M	
		SI	23-01-C	@	1,928.91	M	1177
8	Providing & laying R.C.C. pipe sewers, moulded522with cement concrete 1:1-1/2:3 conforming to ASTM specification C-76-79, Class II, Wall B, including carriage, lowering in trenches to correct alignment and grade, jointing with rubber ring, cutting pipes where necessary, testing, etc. complete:- 12" i/d, wall thickness 2".						
			M		5.49	M	
		SI	23-03-a-01	@	2,759.96	M	15152
9	Providing & laying R.C.C. pipe sewers, moulded522with cement concrete 1:1-1/2:3 conforming to ASTM specification C-76-79, Class II, Wall B, including carriage, lowering in trenches to correct alignment and grade, jointing with rubber ring, cutting pipes where necessary, testing, etc. complete:- 18" i/d, wall thickness 2.5".						
			M		3.66	M	
		SI	23-03-a-03	@	4475.90	M	16382
10	Scheme Identification Board: Providing and fixing a standard project identification board as per department requirements (NSI Rate fixed).						
		NSI		@	20000.00	No	20000

11	**Wall-Mounted Plant Stands (Gamlas): Supplying and installation of iron-fabricated hanging/stapled brackets with ceramic/plastic flower pots (Gamlas) for street beautification (Secretariat Spec).**							
		NSI			@	**15000.00**	**Nos**	**15000**
Total								**808494**
Cost Per Composit RFT of Street/Drain & R/Wall								**8084.94**
Total Cost of Project (Million)								**32.00**

_____Above **_____Below** **_____At Par**

Contractor Stamp and Sign:_____

*DRAWINGS & CERTIFICATION

As per PC-I/T. S and as per Standard technical specification as per document at the following link are required: https://finance.gkp.pk/attachments/b8f435f0589111ef97c9a5f08c90443b/download (Technical Specification on MRS 2024 1st Bi Annual, Latest) subsequent sanctions as per site requirement.

It is certified that I, Government Contractor go through both the books of specification as mentioned above of Government of Khyber Pakhtunkhwa Market Rate System Technical Specification for Workmanship, understood them and will execute/carry all the related work as per specified specifications. I also understood that if my work found below the mentioned specifications, the department has the right to impose any penalty and/or also the same will not be claimed/entertained in any bill.

It is further certified that Certified that, I, Government Contractor have thoroughly read, understand and accepted / agreed, each and every page (from 01 to 61) of the entire BSD/contract agreement, without any ambiguity or objection and will follow these.

Signature of Contractor

Seal of Contractor