

**GOVERNMENT OF KHYBER PAKHTUNKHWA
IRRIGATION DEPARTMENT**



**NAME OF WORK: CONSTRUCTION OF SUMARI PAYAN DAM PROJECT
DISTRICT KOHAT PSDP/ADP NO. 1260/2124 (2023-24).**

BIDDING DOCUMENTS

TENDER COST= RS. 1,507.080 (MILLION)

VOLUME-I

JANUARY 2024

Directorate General Small Dams Peshawar



PAKISTAN ENGINEERING SERVICES

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BIDDING DOCUMENTS

VOLUME - I

1. Invitation for Bids
2. Instructions to Bidders
3. Bidding Data
4. Forms of Bid and Appendices to Bid
5. Part – I General Conditions of Contract
6. Part – II Particular Conditions of Contract
7. Specifications – Special Provisions
8. Specifications – Technical Provisions

VOLUME - II

BID DRAWINGS

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FORMS

- BID SECURITY
- PERFORMANCE SECURITY
- CONTRACT AGREEMENT
- MOBILIZATION ADVANCE GUARANTEE

INVITATION FOR BID

اللہ ہی کیلئے ہیں مشرق و مغرب القرآن

DAILY MASHRIQ PESHAWAR

روزنامہ
سید تاج میر شاہ
مہنوں کے بانی
پشاور

مسلسل اشاعت کے 57 سال

پشاور اسلام آباد سکیکٹ قسٹ شائع ہونے والا کثیر الاشاعت قومی اخبار

ABC CERTIFIED

جلد 57 اتوار 9 رجب المرجب 1445ھ 21 جنوری 7 ماہ کی قیمت 30 روپے

شمارہ 12



DIRECTORATE GENERAL SMALL DAMS IRRIGATION DEPARTMENT
GOVERNMENT OF KHYBER PAKHTUNKHWA PESHAWAR
 Plot # 27, Street No. 12, Sector E-8, Phase-VII, Hayatabad Peshawar
 Phone No: 091-9219555, Fax No: 091-9219534, Email: smalldams1234@gmail.com

OFFICE OF THE DIRECTOR GENERAL (SMALL DAMS PESHAWAR)

NOTICE INVITING E-BIDDING
(SINGLE STAGE SINGLE ENVELOPE PROCEDURE)

Director General Small Dams Peshawar invites electronic bids in accordance with KPPRA Procurement Rules 2014 on single stage single envelope procedure for the following work, from eligible Firms / Contractors registered with PEC and Government of Khyber Pakhtunkhwa in required category.

Sr. No.	Name of Work	E/Cost (Rs. M)	Required Category	PEC Code	Earnest Money	Date & Time of Opening
1.	PSDP No. 1260 (2023-24) Construction of Sumari Payan Dam Project District Kohat	1507.080	C-01 & Above PK-C1 & Above	CE-04	2% of Estimated Cost	06/02/2024 (12:30 PM)

Last date and time for submission of Bids is **06 February 2024 at 1200 Hours**. In case of Public Holiday on the date of opening, the next date of bid opening of the already submitted Bids on 6th February 2024 will be **13 February 2024 at 1200 Hrs.** and the bids will be opened at **1230 Hrs.** on the same day.

TERMS AND CONDITIONS:

- Bid Soliciting Documents containing instructions to Bidders. Terms and conditions, Advertisement for Notice Inviting Bids and required forms to be filled by the bidders can be download from the official websites of Irrigation Department Khyber Pakhtunkhwa (www.irrigation.gkp.pk) and KPPRA (www.kppra@gov.pk).
- Firms having similar experience in construction of completed small dam projects that has combined command area of 1000 acres in past 05 years will be eligible for bidding. Relevant documents be provided with confirmation certificate from concerned department / executing agency.
- All Bidders are required to have valid Registration with Khyber Pakhtunkhwa Revenue Authority established under the Khyber Pakhtunkhwa Finance Act 2018 (Khyber Pakhtunkhwa Act, XXI of 2013).
- Pre-bid meeting will be held dated **30-01-2024 at 1100 Hrs.** in the Office of Director General Small Dams Peshawar.
- Venue of Bids Opening is Director General Small Dams office Peshawar.

Director General Small Dams INF(P)0123/24
 Irrigation Department Khyber Pakhtunkhwa Peshawar
 Plot No. 27, Street 12, Sector E-8, Phase-7 Hayatabad, Peshawar.
 Ph: # 091-9219555 - Email: smalldam1234@gmail.com

page.....3

TERMS AND CONDITIONS:

1. Bid Soliciting Documents containing Instructions to Bidders, advertisement for Notice Inviting Bids and required forms to be filled by the bidders can be downloaded from the official websites of Irrigation Department Khyber Pakhtunkhwa (www.irrigation.gkp.pk) and KPPRA (www.kppra@gov.pk).
2. Proposal should accompany with attested photocopies (in original) of the following.
 - a- The Bidder should submit 02% Bid Security of the estimated cost and Additional security if required through registered mail/courier in sealed envelope in the shape of Call Deposit (Original) in the name of Deputy Director (P&C) Small Dams Division Kohat before closing date & time.
 - b- Enlistment Order / Renewal of Irrigation Department for CFY 2023-24 (Photocopy).
 - c- Registration with Khyber Pakhtunkhwa Revenue Authority under the Khyber Pakhtunkhwa Finance Act 2018 (Khyber Pakhtunkhwa Act, XXI of 2013).
 - d- National Identity Card (CNIC Photocopy).
 - e- Valid Pakistan Engineering Council Registration of the current calendar year.
 - f- Form H of the Company/Firm.
 - g- Documents showing general capabilities, financial soundness, general and relevant experience record, personal capabilities, equipment capabilities and Income Tax/NTN certificates etc.
 - h- All the above documents should be submitted in a proper manner with separator and annexure to support the technical bids.
3. Electronic Bidding shall be done on "Above / Below System" on BOQ / Engineer's Estimate, based on the MRS applicable. Only two digits after the decimal point shall be considered for evaluation purpose.
4. If the evaluated electronic bid costs of two or more than two bidders are equal then the successful bidder will be declared through draw.
5. The contractors quoting their bids up to a limit of 15% below Engineer estimate shall submit bid security to the extent of 2% of Engineer Estimate only.
6. The contractors quoting their bids more than 15% below on Engineer's Estimate shall submit along with their bids an **Additional Security** to the extent of their bid / rates more than 15% below on engineer estimate in the form of percentage.
7. In case the bidder quotes more than 15% below the Engineer Estimate and the bid is not accompanied by the Additional Security then the bid shall be considered as non-responsive and the 2nd lowest bidder and so on will be considered accordingly.
8. In case a contractor quotes more than 30% below on Engineer Estimate, the procuring entity shall, in addition to additional security, require the contractor to produce detailed rate analysis of his bid price in relation to any or all the items of bill of quantities, scope of work, allocation of risks and responsibilities and/or any other requirements of the bid solicitation document. The contract shall be awarded to the lowest evaluated bidder who has satisfied the procuring entity on rate analysis. However, if the procuring entity determines that the contractor has failed to demonstrate its capability to execute the contract at the offered price, the matter shall be referred to the next higher authority for rejection of the bid on the basis of being financially unviable.
9. All the Bidders are bound to follow the instructions content KPPRA Notification **No.S.R.O.(13)/Vol:1-21/2021- 22, dated 15-09-2021.**
10. Downloaded tender form (signed by concerned Firm/Contractor) & B.O.Q along with photocopies of the following i.e. Pakistan Engineering Council, Registration with Khyber Pakhtunkhwa Revenue Authority, NIC, Ownership Documents, Income Tax/NTN Certificate & other mandatory documents shall be submitted before closing date and time of bids which will be required for bid evaluation / Approval purposes of the concerned Firm/ Contractor after E-Bidding Procedure, any bidder who provides incorrect information shall stand disqualified and will be debarred.

11. Call Deposit of schedule Banks shall be acceptable. **No Bank Cheque or Pay Order shall be acceptable.**
12. The Competent Authority reserves the right to Accept / Reject any or all bids at any time prior to acceptance of a bid as per Para 47(i) of KPPRA Rules 2014.
13. Bid Securities of **1st, 2nd & 3rd** lowest bidders shall be retained till signing of the Contract Agreement with the lowest responsive bidder.
14. All the prevailing KPPRA Act / Rules, taxes/duties and other Government Notifications issued will be applicable.
15. After commencement of work by the successful bidder, the additional security shall be released to the bidders in four instalments i.e., 25% to be released after completing 25% of the Project and so on.
16. Electronic bids validity period is 120-days.
17. Successful bidder should sign the Agreement with the Department within 28-days after issuance of LOA and after that work order will be issued.
18. If the evaluated electronic bid costs of two or more than two bidders are equal then the successful bidder will be declared through draw.
19. The interested Firms/Contractors may obtain clarification regarding bid solicitation documents during office hours on any working day from the Office of the Director General Small Dams Peshawar..

**Director General Small
Dams Peshawar**

INSTRUCTIONS

TO

BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Procuring Entity / Employer as defined in the Bidding Data hereinafter called “the Procuring Entity / Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.
- 1.3 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder / tenderer, bid / tender, bidding / tendering etc.) are synonymous.

IB.2 Source of Funds

- 2.1 The project is proposed to be financed from the Federal resources under PSDP scheme “**Construction of Sumari Payan Dam District Kohat PSDP/ADP No. 1260/2124) (2023-24)**”.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the required category and specialization as per NIT.
 - b. Duly registered with Khyber Pakhtunkhwa Revenue Authority for the purpose of sales tax on services. Referred reference: KPPRA Notification No. KPPRA / M&E / Esst: / 1-14 / 2017-18 dated June 27, 2018.
 - c. Registered with Provincial Works Department, Govt of KP in the required category.
 - d. Is neither associated, nor has been associated, directly or indirectly, with the Consultants or any other entity that has prepared the design, specifications and other documents for the Project or being proposed for any position in the Project Management.
 - e. Registered with FBR taxation with active status.
 - f. Firms having similar experience in construction of completed small dam projects that has combined command area of 1000 acres in past 05 years will be eligible for bidding. Relevant documents be provided with confirmation certificate from concerned department/executing agency.
- 3.2 A bidder having a conflict of interest will be declared as non-responsive if the bidder has a close business relationship with the Procuring Entity / Employer’s professional personnel, who directly or indirectly involved in any part of: (i) the preparation of the bidding documents for the Works, (ii) the Bid evaluation or (iii) the supervision of such Works.

Note: It is important to note that even after the announcement of the financial bids, unless and until the announcement of final evaluation being carried out of bidders meeting above eligibility (IB.3) making them qualified or disqualified in the bid.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Procuring Entity / Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Procuring Entity / Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

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

10. Form of Bid Security.
 11. Form of Contract Agreement.
 12. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
 13. Bid Drawings.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

- 8.1 The interested Firms/Contractors may obtain clarification regarding bid solicitation documents during office hours on any working day from the Office of the Director General Small Dams Peshawar.

IB.9 Amendment of Bidding Documents

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

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

NA

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the

whole of the Works as described in Sub-Clause 1.1 hereof, based on SINGLE PERCENTAGE RATE, with two digits after the decimal point, "ABOVE / BELOW / AT PAR" of the Engineer's Estimated Cost on Market Rate System – 2020 and Non-Schedule Items as well, (ENDST: No. KPPRA / M&E/Estt:/1-17/2019-20: Dated Peshawar, the June 12, 2020) submitted by the bidder.

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

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

- 12.3 The rates and prices, resulting from the bidders quoted SINGLE PERCENTAGE RATE, with two digits after the decimal point, "ABOVE / BELOW / AT PAR" of the Engineer's Estimated cost, are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. Price adjustments will be accomplished in line with the weightages/coefficients quantified by the Procuring Entity in Appendix-C to Bid.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Procuring Entity/Procuring Entity / Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either

- (i) Entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees

provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

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

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

IB.14 Bid Validity

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

- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Entity / Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.14 in all respects. The bidder shall bear all costs to be incurred on such extensions.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- The Bids security shall be submitted from the account of the firm/bidder/contractor who submits the bid, vide KPPRA Notification No. KPPRA/M&E/Esst:/1-12/2017-18 dated April 05, 2018
- 15.2 The Bid Security shall be, in the form of Deposit at Call issued by a Scheduled Bank in Pakistan, in favor of the Procuring Entity / Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity / Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders except 1st, 2nd & 3rd will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement. The Bid Security may be adjusted by the Procuring Entity / Employer as part of the Performance Security.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity except as provided in Sub-Clause 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

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

IB.17 Pre-Bid Meeting

- 17.1 The Procuring Entity / Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Procuring Entity / Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity / Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Entity, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

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

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Procuring Entity at the address specified no later than the time and date stipulated in the Bidding Data. In the event of the specified date for the submission of bids declared a holiday, the Bids will be received up to the appointed time on the next working day.
- (b) Bids with charges payable will not be accepted, nor will arrangements be

undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

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

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

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

IB.21 Late Bids

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

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

IB.22 Modification, Substitution and Withdrawal of Bids

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

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

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

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

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

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

IB.24 Process to be Confidential

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

IB.25 Clarification of Bids

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

accordance with Clause IB.28.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Procuring Entity / Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity / Employer's rights or the bidder's obligations under the Contract; or (iii) adoption whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Procuring Entity / Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

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

IB.28 Evaluation and Comparison of Bids

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

- 28.2 In evaluating the Bids, the Procuring Entity / Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause IB.27;
 - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation, including discounts or other price modification in the bids
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Procuring Entity / Employer's estimate of the cost of work to be performed under the Contract, the Procuring Entity / Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Procuring Entity / Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Procuring Entity / Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

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

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

IB.30 Procuring Entity / Employer's Right to Accept or Reject any or all Bids

- 30.1 Notwithstanding Clause IB.29, the Procuring Entity / Employer reserves the right to

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

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Procuring Entity / Employer, the Procuring Entity / Employer will notify the successful bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Procuring Entity / Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Procuring Entity / Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Procuring Entity / Employer and the bidder till signing of the formal Contract Agreement.
- 31.3 Upon furnishing by the successful bidder of a Performance Security, the Procuring Entity / Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Procuring Entity a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract plus additional security for unbalanced bids in accordance with Clause IB.28.4 within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

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

IB.34 General Performance of the Bidders

The Procuring Entity reserves the right to obtain information regarding performance of the

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

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

IB.37 Guidelines for submission of Technical Proposals

NA

37.1 Technical Evaluation Criteria

NA

37.2 Joint Venture (JV)

NA

37.3 Conflict of Interest

37.3.1 The bidder (including all members of a JV) must not be associated, nor have been associated in the past, with the consultant or any other entity that has prepared the design, specifications, and other bidding documents for the project, or was proposed as Engineer for the contract, over the last five years. Any such association may result in disqualification of the Bidder.

37.5 Other Factors

37.5.1 NA

37.5.2 The Procurement Entity reserves the right to: -

- a) Reject or accept any or all applications, as per para 33 (i) of KPPRA rules 2014

The Procurement Entity shall neither be liable for any such actions nor be under any obligation to inform the Bidders of the grounds for rejection, however, may be debriefed if solicited.

BIDDING DATA

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

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

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

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

BIDDING DATA

The following specific data for the Works to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS

CLAUSE REFERENCE

1.1 NAME AND ADDRESS OF THE PROCURING ENTITY / EMPLOYER

Director General, Directorate General Small Dams, Irrigation Department, Government of Khyber Pakhtunkhwa.

1.2 NAME OF THE PROJECT & SUMMARY OF THE WORKS

Construction of Sumari Payan Dam Project District Kohat.

The Project designated as Sumari Payan Dam Project District Kohat consists of Dam Embankment, Spillway, Intake/outlet Structure, Irrigation System including Canal Affiliated Structures, Relocation Road and Construction of Rest House.

2.1 A) NAME OF THE BORROWER/SOURCE OF FINANCING/FUNDING AGENCY

Ministry of Water Resources Islamabad & Govt. of Khyber Pakhtunkhwa

B) TYPE OF FINANCING

Block allocation Water Sector PSDP/ADP

4.1 ONE BID PER BIDDER

Out of a parent organization and / or sister organizations, only one entity shall submit a Bid. If more than one Bid is submitted by the entities belonging to same parent organization and / or being sister organizations, all such Bids shall be rejected to avoid Conflict of Interest.

7.1 CONTENTS OF BIDDING DOCUMENTS

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

1. Instructions to Bidders.
2. Bidding Data.
3. Letter of Technical Bid.
4. Letter of Price Bid.
5. Appendices to Bid.
6. Forms of Bid Security.
7. Form of Performance Security.
8. Forms of Contract Agreement, and Mobilization Advance Guarantee.

9. General Conditions of Contract, Part-I (GCC).
10. Particular Conditions of Contract, Part-II (PCC)
11. Technical Specifications.
12. General Specifications (Technical Specifications for Workmanship) MRS – 2021, Communication and Works Department, KPK.
13. Drawings

8.1 TIME LIMIT FOR CLARIFICATION

As per NIT.

10.1 BID LANGUAGE

The language shall be English and will be used for the bid and all correspondence and documents related to the bid exchanged by a bidder and the Procuring Entity.

11.1(A) FURNISH TECHNICAL PROPOSAL

NA

11.1(B) THE BIDDER SHALL SUBMIT WITH ITS PRICE BID THE FOLLOWING DOCUMENTS:

- a) Letter of Price Bid.
- b) 2% Bid Security of the estimated Cost.
- c) Additional Security if required as per Terms & Conditions.
- d) Pakistan Engineering Council Registration for the Year 2021-22.
- e) Registration with Khyber Pakhtunkhwa Revenue Authority.
- f) CNIC
- g) Ownership Documents
- h) Income Tax/NTN Certificate

13.1 Bidders quote entirely in Pak Rupees

Payments shall be made in Pak Rupees only and no foreign currency payment is admissible.

14.1 PERIOD OF BID VALIDITY

Validity period for the bid will be 120 days.

15.1 AMOUNT OF BID SECURITY

At the Rate of 2% of the Estimated Cost.

17.2 VENUE, TIME AND DATE OF PRE-BID MEETING

As per NIT

17.4 PRESENCE AT THE PRE-BID MEETING

Absence at the pre-bid meeting will not be a cause for disqualification of a bidder, however the bidders are asked to attend the meeting where they will be guided regarding preparation of the bids in the light of Instructions to Bidders.

18.4 NUMBER OF COPIES OF THE BID TO BE COMPLETED AND RETURNED

Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and one (1) copy of the bid.

19.2 (A) PROCURING ENTITY / EMPLOYER'S ADDRESS FOR THE PURPOSE OF BID SUBMISSION

As per NIT

19.2 (B) NUMBER OF THE CONTRACT**20.1 DEADLINE FOR SUBMISSION OF BIDS:**

As Per NIT.

23.1 VENUE, TIME AND DATE OF BID OPENING

As Per NIT.

32.1 STANDARD FORM AND AMOUNT OF PERFORMANCE SECURITY ACCEPTABLE TO THE PROCURING ENTITY

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

LETTERS OF TECHNICAL BID/PRICE BID

AND

APPENDICES TO BID

LTB-1

LETTER OF TECHNICAL BID

NOT APPLICABLE

LB-1

LETTER OF PRICE BID**Date:****Bid Reference No:** Construction of Sumari Payan Dam
Project District Kohat

To

Director General Small Dams
Peshawar

We, the undersigned, declare that:

- (a) We have examined the Bidding Documents including Instructions to Bidders, Bidding Data, and Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the execution of the above-named Works and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9.
- (b) We offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions. We understand that all the Appendices attached hereto form part of this Bid.
- (c) We undertake, if our Bid is accepted, to obtain a performance security in accordance with the Bidding Documents, Commence the Works and to Complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
- (d) We agree to abide by this Bid for the period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

LPB-2

- (e) Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- (f) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____

Signature: _____

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

_____ (Name of Bidder in Block Capitals) (CNIC
#)

_____ (Seal)

Address:

Witness:

Signature: _____

Name: _____

CNIC # _____

Address. _____

Occupation _____

APPENDICES

BA-1

Appendix-A to Bid

SPECIAL STIPULATIONS**CLAUSE****CONDITIONS OF CONTRACT**

1.	Engineer's Authority to issue Variation in emergency	2.1	2% of the Contract Price as stated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	10% of Contract Price as stated in the Letter of Acceptance.
3.	Time for Furnishing Programme	14.1	Within 42 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third-Party Insurance	23.2	Rs. 1.0 million per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion	43.1, 48.2	3 years from the date of receipt of Engineer's Notice to Commence.
7.	Amount of Liquidated Damages	47.1	Rs. 0.041 % of the Contract price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
8.	Defects Liability Period	49.1	365 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	10% of the amount of Interim Payment Certificate.
10	Limit of Retention Money	60.2	5% of the Contract Price as stated in the Letter of Acceptance.
11	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. 5,000,000. (Five Million)
12	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Procuring Entity / Employer.	60.10	28 days, subject to availability of funds, work done or any other unavoidable hindrance.
13	Mobilization Advance (Interest Free)	60.12	10% of Contract Price as stated in the Letter of Acceptance in two instalments.

BB-1
Appendix-B to Bid

FOREIGN CURRENCY REQUIREMENTS

NOT APPLICABLE

BC-1

Appendix-C to Bid

PRICE ADJUSTMENT UNDER CLAUSE 70 OF CONDITIONS OF CONTRACT

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows (Price adjustment will be worked out as per Pakistan Engineering Council Formula):

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.30	
(ii)	Local Labour (Skilled & Unskilled) <i>With unskilled as representative items.</i>	0.23	Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags. <i>Portland cement shall be considered representative items for all types of cement.</i>	0.15	Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin
(iv)	Reinforcing Steel - in tons. <i>½ “diameter round bar is the representative item for all types of steel to be used in this project.</i>	0.10	Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin
(v)	High Speed Diesel (HSD) – in Liter	0.22	Fixed by OGRA
Total		1.00	

Notes:

- 1) Indices for “(ii)” to “(v)” shall be taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin for the nearest city of the project area. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) Except Labour & POL, if any other adjustable item(s) is not used in the particular billing period, then the ratio of the current date price and the base date price for this particular adjustable item(s) shall be considered as one.
- 4) Pakistan Engineering Council price adjustment formula and guidelines will be used for escalation.

BILL OF QUANTITIES

A. PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer / Engineer representative and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices, resulting from the bidders quoted **SINGLE PERCENTAGE RATE**, with two digits after the decimal point, **“ABOVE / BELOW / AT PAR”** of the Engineer’s Estimated Cost on Market Rate System – 2021 and Non-Schedule Items as well , shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor’s plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the offered percentage’s **“ABOVE / BELOW / AT PAR”** of the Engineer’s Estimated Rates and Prices and the Total Bid Price, by the Bidder.
4. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
5. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
6. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.



Irrigation Department
Government of Khyber Pakhtunkhwa

BILL OF QUANTITIES

Estimated Cost:	1,507.0816	Reference #:	REF-14767	Print Date:	20-01-2024
MRS Year:	2021	Area Factor:	1.030	Tax Factor	0.000
Work Name:	Construction of Sumari Payan Dam District Kohat				

General Abstract of Cost

S.No.	Description	Amount
1	Schedule Amount	1388.6437
2	Non Schedule Amount	118.4379
	Total	1,507.0816 Millions

General Abstract of Cost (Head Wise)

S.No.	Description	Amount
1	Construction of Sumari Payan Dam District Kohat	1,466,635,654.6632
	Sub Total:	1,466.6357 Millions
	Grand Total with Area Factor: 1.030 Tax Factor: 0.000	1,507.0816 Millions

General Abstract of Cost (Sub Head Wise)

S.No.	Description	Amount
1	Spillway & Spill Channel	546,796,474.4774
2	Inlet & Outlet Structure	31,669,947.8900
3	Dam Embankment	580,849,155.4852
4	Regulation / Supervisory Hut	9,741,887.8410
5	Relocation of Road	158,887,051.5554
6	Irrigation System including Affiliated Structures	138,691,137.4142
	Sub Total:	1,466.6357 Millions
	Grand Total with Area Factor: 1.030 Tax Factor: 0.000	1,507.0816 Millions

BILL OF QUANTITIES (B.O.Q)

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
Spillway & Spill Channel						
1	03-78-c	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto design depth in Medium Hard Rock requiring 50% blasting i/c removing of material from outside of the structure area lead upto 1.5 KM	m3	53257.56	776.3000	41343843.828
2	ns - 217978	SPILLWAY & SPILL CHANNEL	.	0.00	0.0000	0
3	ns - 217977	PVC 4" Dia Perforated Pipe.	M	1056.00	650.0000	686400
4	ns - 217976	Providing and Fixing #8 anchor Bars including cost of steel, drilling and grouting, complete in all respects in specified areas as per the construction drawings or as directed by the engineer in charge.	R.M	1336.07	5,215.7700	6968633.8239
5	24-40	Supplying and Fixing PVC Water Stopper 8" wide 3/8" thick. Providing and fixing PVC water stopper 8" wide 3/8" thick in verticle (Wall/Column) or horizontal (Floor/Slab) expansion joint including cutting and jointing complete in all respects.	m	799.50	556.8300	445185.585
6	03-76	Provide , Place & compact Coarse Filter (well graded gravel) in chimney drain vertical / horizantol on downstream of fine filter i/c leveling, moistening etc	m3	4550.00	1,054.6100	4798475.5
7	ns - 217975	Relief holes 4" dia in Medium Hard Rock.	M	1592.50	4,500.0000	7166250
8	19-28-b	Providing and Laying stone pitching for top layer only : On level	m3	584.09	3,561.3600	2080154.7624

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
9	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	1780.96	6,498.0800	11572820.5568
10	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	5314.76	8,587.4100	45640023.1716
11	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Tonne	648.36	205,215.0900	133053255.7524
12	06-07-d-02	Reinforced cement concrete work as in dams, spillways, weirs, barrages, cross drainage works and other hydraulic structures using crushed stone aggregate(screening & washing) and coarse sand i/c costof all labour and material and all kinds of form works, moulds, shuttering lifting/pumping, curing, rendering and finishing the exposed surface, cast in situ/precast excluding the cost of steel reinforcement and labour for bending binding also excludig cost of additives which have to be paid separately. (1:1.5:3)	m3	10994.86	11,061.5800	121620523.4788
13	03-78-b	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto design depth in Soft Rock/Shale requiring 20% blasting i/c removing of material from outside of the structure area lead upto 1.5 KM	m3	337525.11	488.7100	164951896.5081
14	03-78-a	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto a minimum depth of 35 ft in shingle gravel including removing of excavated material by machinery in 1.5 KM radius	m3	27126.01	238.4800	6469010.8648
Inlet & Outlet Structure						

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
15	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	602.00	6,498.0800	3911844.16
16	ns - 217982	INLET & OUTLET STRUCTURE	..	0.00	0.0000	0
17	03-67-c	Structural backfill using Common Material available at site.	m3	500.00	328.9000	164450
18	ns - 217981	Providing and Placing 2 ft Dia Butterfly valve with all accessories.	No	1.00	250,000.0000	250000
19	ns - 217980	Providing and Placing Gate valve at outlet of conduit with all accessories.	No	2.00	650,000.0000	1300000
20	ns - 217979	Supply and Fix steel trash rack.	Sqm	10.00	4,000.0000	40000
21	23-03-a-07	Providing & laying R.C.C. pipe sewers, moulded with cement concrete 1:1-1/2:3 conforming to ASTM specification C-76-79, Class II, Wall B, including carriage, lowering in trenches to correct alignment and grade, jointing with rubber ring, cutting pipes where necessary, testing, etc. complete:- 30" i/d, Wall thickness 3.5"	m	120.45	5,733.9500	690654.2775
22	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	1519.79	6,498.0800	9875717.0032
23	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Tonne	37.70	205,215.0900	7736608.893

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
24	06-07-d-02	Reinforced cement concrete work as in dams, spillways, weirs, barrages, cross drainage works and other hydraulic structures using crushed stone aggregate(screening & washing) and coarse sand i/c costof all labour and material and all kinds of form works, moulds, shuttering lifting/pumping, curing, rendering and finishing the exposed surface, cast in situ/precast excluding the cost of steel reinforcement and labour for bending binding also excludig cost of additives which have to be paid separately. (1:1.5:3)	m3	479.70	11,061.5800	5306239.926
25	03-78-c	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto design depth in Medium Hard Rock requiring 50% blasting i/c removing of material from outside of the structure area lead upto 1.5 KM	m3	1368.40	776.3000	1062288.92
26	03-78-b	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto design depth in Soft Rock/Shale requiring 20% blasting i/c removing of material from outside of the structure area lead upto 1.5 KM	m3	2280.67	488.7100	1114586.2357
27	03-78-a	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto a minimum depth of 35 ft in shingle gravel including removing of excavated material by machinery in 1.5 KM radius	m3	912.27	238.4800	217558.1496
Dam Embankment						
28	ns - 217998	Mounting Structure (as per system need)	Job	1.00	50,000.0000	50000

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
29	15-75-a	Supply and Erection cubical type factory fabricated floor/wall mounting steel main board comp. : On surface	Each	1.00	2,843.6000	2843.6
30	ns - 217974	Electrification of Dam Embankment	..	0.00	0.0000	0
31	ns - 217973	AC/DC Breakers and Allied Accessories	No	1.00	100,000.0000	100000
32	ns - 217972	Installation & Transportation	Job	1.00	200,000.0000	200000
33	ns - 217971	Provision of Control Room for batteries, Inverter, etc having ventilation and free from water flow in all direction including 18 inch high PCC Bed from ground with locking door(14*8*8')	Job	1.00	200,000.0000	200000
34	ns - 217970	Provision of MPPT Inverter 48 volt 5 KVA	No	1.00	135,000.0000	135000
35	ns - 217969	Provision of 200 AH Gel Battery along with Stand Ritar, Narrada Or Vision BatteryV	No	4.00	116,250.0000	465000
36	15-47-b	Wiring of main & sub-main in 2 single core PVC insulated & sheathed cable : 7/0.029"	m	150.00	449.1800	67377
37	15-47-c	Wiring of main & sub-main in 2 single core PVC insulated & sheathed cable : 7/0.044"	m	150.00	683.0000	102450
38	26-01-g-10	Supply and Erection 2x6 sq.mm flexible copper cable	m	150.00	435.4100	65311.5

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
39	24-18-b-01	Providing, laying, cutting, jointing, testing and disinfecting UPVC pressure pipeline in trenches (conforming to BS 3505 manufactured) jointed with socket, elbow, tee, bend and plug bend etc.manufactured by the respective manufacturer complete as per specifications UPVC Pressure Pipes Class C (9 Bar) except excavation. 2" NPS	m	150.00	276.9400	41541
40	ns - 217968	Flexible 1.5" dia PVC pipe for 4.0 mm ² copper cable through the pole for providing extra insulation to avoid Power loss	M	14.00	1,125.0000	15750
41	26-01-c-02	Supply and Erection of pole mounted SMD type light road light fixture in Aluminium dia cast body with corrosion resisted powder coated finish (60-70 watts) with 12/24V DC LED	No	10.00	38,922.5200	389225.2
42	26-01-d-01	Supply and Erection of Solar PV Module (Solar Panel) Mono-crystalline A-Grade (per Watt) (As per Approved Specifications)	Watt	5000.00	73.8000	369000
43	ns - 217967	P/I of Road light pole hot dipped galvanized , 4 meters long round conical overall thickness 4mm, single arms (1 m ,dia 2" ,thickness 3 mm), base dia 120 mm and top dia 70 mm with base plate size (400mm x 400mm x 20mm) along with stiffners (100mm x 200mm x 20mm), complete in all respect as shown in the drawings and as per instructions of Engineer in charge	No	10.00	35,000.0000	350000

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
44	ns - 217966	Construction of foundation for pole including cost of pit excavation, 1:2:4 RCC 450mm x 450mm x 1830mm along with (4 No Electro-plated galvanized J-bolts dia=25mm, length=1m with L-Bend=150mm) having at least 150mm threads with double Nuts/double Washers) complete in all respect	No	10.00	25,000.0000	250000
45	ns - 217965	DAM EMBANKMENT	..	0.00	0.0000	0
46	25-30-a	Providing and fixing steel grated doors, complete with locking arrangement, angle iron frame 2"x2"x3/8" and 3/4" round bars 4" center to center.	m2	25.00	15,752.5900	393814.75
47	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	157.55	8,587.4100	1352946.4455
48	24-43	Providing and lowering pezu meter 1.25" GI pipe including all accessories.	m	108.00	875.5000	94554
49	24-01-b	Subsequent mobilization in the same project area	Job	5.00	27,945.0000	139725
50	24-01-a	Mobilization of plant, equipment and camping arrangements etc & demobilization after completion	Job	1.00	43,740.0000	43740
51	28-27-c	Drilling by diamond drilling, holes of minimum 75 mm dia. vertical or at specified inclination using diamond core drilling bit, double barrel tube in masonry, concrete or rock including cost of all materials, machinery, labour, water, collection of core samples, logging & labelling samples, supplying wooden core box and re-drilling in case of collapse of sides etc. complete. excluding cost of mobilization & demobilization. (For depth 0 to 50 m and inclined at 0° to 10° vertically downward)	m	108.00	13,551.6700	1463580.36

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
52	ns - 217964	Providing And Filling Cement Slurry / Bentonite grout curtain through bore hore including pressure test.	Bags	4550.00	1,200.0000	5460000
53	03-09-d	Earth excavation in open cut upto 1.5m depth for drains, pipes etc & disposal : in Gravel & shingle	m3	6650.52	375.0900	2494543.5468
54	ns - 217963	Drilling of 4" Dia bore hole for Grout Curtain.	M	4358.42	4,500.0000	19612890
55	ns - 217962	Providing and Laying stone pitching for top layer only : On slope (Downstream Slope Labour Rate)	M3	2585.26	2,176.3600	5626456.4536
56	19-28-a	Providing and Laying stone pitching for top layer only : On slope	m3	7755.77	4,132.9300	32054054.5061
57	ns - 217961	Providing and Laying stone pitching for top layer only : On slope (Upstream Slope Labour Rate)	M3	5161.82	2,176.3600	11233978.5752
58	19-28-a	Providing and Laying stone pitching for top layer only : On slope	m3	15485.60	4,132.9300	64000900.808
59	ns - 217960	P&F Surface Marker	No	15.00	5,000.0000	75000
60	28-17-b	Providing and Fixing barbed wire fencing with 4 horizontal & 2 cross wires : With PCC 1:4:8 base 12"x12"x21"	m	150.00	1,846.4800	276972
61	28-05	Supply & fix boundry pillars in position, including digging pits	Each	100.00	592.0500	59205
62	03-76	Provide , Place & compact Coarse Filter (well graded gravel) in chimney drain vertical / horizantol on downstream of fine filter i/c leveling, moistening etc	m3	99603.72	1,054.6100	105043079.1492
63	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
64	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
65	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
66	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
67	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
68	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
69	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
70	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
71	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
72	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
73	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
74	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
75	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
76	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
77	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
78	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
79	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
80	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
81	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
82	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
83	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
84	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
85	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
86	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
87	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
88	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
89	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
90	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
91	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
92	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
93	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
94	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
95	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
96	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
97	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
98	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
99	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
100	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
101	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
102	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
103	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
104	03-20-d	Transportation of earth all types for every 1 km extra lead or part thereof beyond 8 km.	m3	28351.79	20.0000	567035.8
105	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	28351.79	28.5800	810294.1582
106	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	28351.79	28.5800	810294.1582
107	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	28351.79	28.5800	810294.1582

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
108	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	28351.79	28.5800	810294.1582
109	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	28351.79	28.5800	810294.1582
110	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	28351.79	28.5800	810294.1582
111	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	28351.79	28.5800	810294.1582
112	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	28351.79	28.5800	810294.1582
113	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	28351.79	28.5800	810294.1582
114	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	28351.79	28.5800	810294.1582
115	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	28351.79	28.5800	810294.1582
116	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	28351.79	28.5800	810294.1582
117	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	28351.79	28.5800	810294.1582
118	03-75	Provide , Place & compact Fine Filter in chimney drain vertical / horizantol on downstream of clay core	m3	28351.79	1,571.8200	44563910.5578

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
119	03-73	Provide, place and compact impervious clay core in dam embankment of specified grading, permeability i/c leveling dressing and haulage obtaining 95% modified AASHTO dry density i/c 1.5 KM lead	m3	147784.27	383.3800	56657533.4326
120	ns - 217959	Provide , Place & compact shoulder material (sandy / silty gravel) in Dam Embankment, of specified grading, leveling / dressing i/c haulage for obtaining of 95% modified AASHTO dry density	M3	215750.00	270.0000	58252500
121	03-74	Provide , Place & compact shoulder material (sandy / silty gravel) in Dam Embankment, of specified grading, leveling/ dressing i/c haulage for obtaining of 95% modified AASHTO dry density.	m3	282115.67	337.1300	95109655.8271
122	03-78-c	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto design depth in Medium Hard Rock requiring 50% blasting i/c removing of material from outside of the structure area lead upto 1.5 KM	m3	18347.32	776.3000	14243024.516
123	03-78-b	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto design depth in Soft Rock/Shale requiring 20% blasting i/c removing of material from outside of the structure area lead upto 1.5 KM	m3	44033.57	488.7100	21519645.9947
124	03-78-a	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto a minimum depth of 35 ft in shingle gravel including removing of excavated material by machinery in 1.5 KM radius	m3	11008.39	238.4800	2625280.8472
125	03-62	Clearing and Grubbing by mechanical means	m2	55310.42	16.5400	914834.3468

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
126	16-74-a	Bailing out standing water by Mechanical mean.	m3	10000.00	38.4500	384500
Regulation / Supervisory Hut						
127	08-03-d-03	Random rubble masonry in ground floor in cement,sand mortar : Ratio 1:6	m3	107.40	7,418.1900	796713.606
128	14-80-a	Supply and fixing of 2.0 HP Monoblock water pump 1.5"x1.25" 3 stage model DE-S3 (Deen Pump) single phase for 150 ft head with all accessories	Each	1.00	27,886.4100	27886.41
129	15-47-c	Wiring of main & sub-main in 2 single core PVC insulated & sheathed cable : 7/0.044"	m	39.62	683.0000	27060.46
130	15-24-b	Supply and Erection tube light, including rod, choke etc complete Single rod (40 watts) with 1 choke & 1 starter	Set	20.00	1,497.1500	29943
131	15-64-b	Supply and Erection garden-light fitting with holder and 160 W mercury blended lamp & choke : 19" dia	Each	10.00	810.9000	8109
132	15-75-b	Supply and Erection cubical type factory fabricated floor/wall mounting steel main board comp. : Recessed	Each	1.00	2,843.6000	2843.6
133	15-68-c	Supply and Erection best quality AC ceiling fan complete with GI rod, canopy, blades & regulator : 56" sweep	Each	6.00	4,439.2500	26635.5
134	15-69-a	Supply and Erection best quality exhaust fan complete with shutter & regulator : 12"sweep	Each	3.00	2,457.9000	7373.7
135	15-51	Wiring of 2/3-pin 5-Amp. plug point in 3/0.029" PVC insulated bare cable in PVC pipe recessed	Each	20.00	570.2500	11405
136	15-50	Wiring of light/fan/call-bell point in 3/0.029" PVC insulated bare cable in PVC pipe recessed	Each	20.00	1,379.7900	27595.8

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
137	15-02-a-03	Supply and Erection PVC pipe for wiring purpose complete On surface including clamps etc: 1" i/d	m	60.96	122.1600	7446.8736
138	14-39-a	Providing and Fixing brass stop/bib cock of approved quality: 1/2" (13 mm) dia	Each	10.00	595.2000	5952
139	14-28-a	Providing and fixing gun metal peet / gate valve (screwed) 32 mm (1-1/4") dia of approved quality.	Each	10.00	1,888.2000	18882
140	14-37-a	Supply and Fixing cast iron (CI) manhole cover with frame etc (Heavy Type) of approved quality complete: 12" (300 mm) dia	Each	9.00	1,926.6300	17339.67
141	23-01-a	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:- 4" dia:	m	0.30	747.6800	224.304
142	23-11	Soakage Pit (6'dia x 15' deep) complete	Each	1.00	18,380.5900	18380.59
143	23-10	Septic Tank (int.Size: 7'x2'x5') complete.	Each	1.00	20,972.5200	20972.52
144	14-69-a-01	Providing and fixing Fibre Glass , corrosion resistant, UV stablized WaterTank : 300 gallons	Each	1.00	12,546.2300	12546.23
145	14-61-d	Providing and Fixing approved best quality cooking range with 3 burners, oven, hot case & roastery	Each	1.00	24,871.6800	24871.68
146	14-55-f	Providing and Fixing GI pipe & including specials complete: 1/2" dia (light)	m	91.44	350.5600	32055.2064

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
147	14-55-e	Providing and Fixing GI pipe & including specials complete: 3/4" dia (light)	m	60.96	461.0900	28108.0464
148	14-55-d	Providing and Fixing GI pipe & including specials complete 1" dia (light)	m	30.48	581.9300	17737.2264
149	14-32-b	Providing and Fixing 'P' trap of approved quality including GI grating & PCC chamber 4" (100 mm) glazed	Each	7.00	442.7000	3098.9
150	14-26-b	Providing and fixing chorimum plated (CP) shower rose : Size 3/4"x6" (20mm x 150 mm) (Best Quality)	Each	2.00	2,690.1000	5380.2
151	14-27-a	Providing and fixing chorimum plated (CP) mixing valve for wash hand basin (WHB), sink or shower of approved (Best) quality	Each	4.00	2,716.8300	10867.32
152	14-06-a	Providing and Fixing stainless steel sink with drain board size (120 x 60 cm) 48"x24", including set of brackets, waste pipe etc - (Best Quality)	Each	1.00	6,463.2200	6463.22
153	14-10-a	Providing and Fixing glazed earthen ware low down flushing cistern 3 gallons (13.63 Liters) capacity including bracket set, copper connection, etc. complete in all respects: White	Each	4.00	3,256.9800	13027.92
154	14-13	Providing and fixing choricum plated soap dish complete.	Each	4.00	829.3300	3317.32
155	14-15	Providing and Fixing CP (chromium plated) toilet paper holder complete	Each	4.00	802.8400	3211.36
156	14-16-a	Providing and Fixing chromium plated (CP) towel rail complete: 60 cm (24") long and 2 cm (3/4") dia	Each	4.00	1,025.1900	4100.76

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
157	14-17-d	Providing and fixing 22" x 16" looking mirror of Imported glass complete with Aluminum frame of standared size & c.p screws.	Each	4.00	2,454.5200	9818.08
158	14-18-a	Providing and fixing best quality 5mm glass shelf (60 x 13) cm 24"x5" complete: With chromium plated brackets & railing	Each	4.00	1,184.0300	4736.12
159	14-05-a-01	Providing and Fixing glazed earthen ware wash hand basin (WHB) complete size 56x40 cm (22"x16"), including bracket set, waste coupling, complete in all respects: White with pedestal (Best Quality)	Each	4.00	9,091.8000	36367.2
160	14-03-a	Providing and fitting glazed earthenware water closet (WC), squatter type (orisa pattern) combined with foot rest. complete in all respects : White	Each	2.00	2,200.7000	4401.4
161	12-65-a-06	Supply and Fixing aluminium door/window, Sliding Window Premium model (2.00 mm gauge) 4" section	m2	27.87	8,361.7000	233040.579
162	09-01	First class tile roofing including earth, mud plaster, gobri leeping, cement plaster etc complete	m2	111.48	2,393.9800	266880.8904
163	25-45-a	Supplying and Fixing 18 SWG MS Sheet Door with angle iron frame (1.5"x1.5"x1/8"), bolt, hinges, paint etc complete	m2	7.43	8,280.2500	61522.2575
164	11-36	P/F Ceramic Exterior Finish Tiles over 1/2" cement sand mortar 1:1 including curing complete	m2	32.52	2,368.3200	77017.7664
165	03-18-d	Filling, watering and ramming earth under floor with earth excavated from outside lead upto 30m	m3	50.97	85.7400	4370.1678
166	11-21-a-03	Distempering New surface : Three coats	m2	418.06	106.8900	44686.4334

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
167	13-05-a	French polishing complete: On new work	m2	46.45	959.9600	44590.142
168	11-12-b	Cement plaster 1:6, upto 20' height 1/2" thick	m2	371.61	291.7800	108428.3658
169	10-15-h	Provide & lay topping of concrete 1:2:4, including surface finishing & dividing in panels : 3" thick	m2	185.81	1,177.0900	218715.0929
170	12-08-b	First class deodar wood wrought joinery in doors and windows etc. complete : 1-3/4" thick	m2	15.79	17,191.3800	271451.8902
171	06-08-c	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	Tonne	6.50	200,355.0900	1302308.085
172	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	m3	39.64	10,134.7500	401741.49
173	07-05-a-03	1st class brick work in ground floor Cement, sand mortar 1:4	m3	141.58	10,101.1200	1430116.5696
174	06-26-a-02	Damp proof course of cem. conc. 1:2:4 including bitumen coat, 1 layer polythene & 1 coat bitumen (2" thick)	m2	55.74	950.2500	52966.935
175	07-04-a-03	1st class brick work in foundation and plinth in Cement, sand mortar 1:4	m3	48.14	9,392.7500	452166.985
176	06-03-a	Cement Concrete (brick/stone ballast, 1.5" to 2"/nullah shingle well graded and cleaned) in foundation & plinth (Ratio 1:3:6)	m3	509.70	6,577.7300	3352668.981
177	03-25-d	Excavation in foundation of building, bridges etc complete : in shingle/gravel	m3	423.84	340.5600	144342.9504
Relocation of Road						
178	ns - 217997	DRAINAGE	..	0.00	0.0000	0

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
179	08-01-d-03	Random rubble masonry in foundn. & plinth in cement, sand mortar : Ratio 1:6	m3	350.00	7,082.9400	2479029
180	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	100.00	8,587.4100	858741
181	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	100.00	6,498.0800	649808
182	03-67-c	Structural backfill using Common Material available at site.	m3	200.00	328.9000	65780
183	03-67-a-i	Structural Excavation In Common Material	m3	500.00	264.0600	132030
184	08-01-d-03	Random rubble masonry in foundn. & plinth in cement, sand mortar : Ratio 1:6	m3	2000.00	7,082.9400	14165880
185	16-29-b-i	Reinforced Concrete Pipe Culvert (AASHTO M-170) Dia: 610mm	m	4.00	4,052.6100	16210.44
186	19-27	Providing and Laying stone pitching with hammer dressed stones on surface, laid in courses	m3	100.00	3,561.3600	356136
187	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	50.00	7,229.3500	361467.5
188	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Tonne	10.00	205,215.0900	2052150.9
189	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	m3	100.00	10,134.7500	1013475
190	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	300.00	6,498.0800	1949424

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
191	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	300.00	8,587.4100	2576223
192	03-67-c	Structural backfill using Common Material available at site.	m3	1500.00	328.9000	493350
193	03-67-a-i	Structural Excavation In Common Material	m3	1500.00	264.0600	396090
194	08-01-d-03	Random rubble masonry in foundn. & plinth in cement, sand mortar : Ratio 1:6	m3	800.00	7,082.9400	5666352
195	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	190.00	6,498.0800	1234635.2
196	03-67-c	Structural backfill using Common Material available at site.	m3	300.00	328.9000	98670
197	03-67-a-i	Structural Excavation In Common Material	m3	650.00	264.0600	171639
198	16-10-c	Triple bitumenous Surface Treatment	m2	8500.00	524.0700	4454595
199	16-09-a	Bitumenous Prime Coat	m2	8500.00	195.2900	1659965
200	16-05-b	Water Bound Macadam Base Course	m3	1200.00	2,549.8300	3059796
201	16-04-a	Granular Sub Base Course using Pit Run Gravel	m3	2500.00	1,488.7700	3721925
202	03-70-c	Formation of Embankment from Borrow Excavation in Common Material including compaction Modified AASHTO 90% by power roller.	m3	5434.00	628.4000	3414725.6
203	03-11-a	Excavation in shingle or gravel formation & rock not requiring blast, undressed, 50m lead : Dry	m3	29677.00	225.9900	6706705.23

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
204	03-13-a	Rock Excavation, dressing & disposal up to 50m Soft Rock, slate, shale, schist or lateriate	m3	84192.00	732.0500	61632753.6
205	03-13-b	Rock Excavation, dressing & disposal up to 50m Medium hard rock, requiring occasional blasting	m3	44515.00	887.3300	39499494.95
Irrigation System including Affiliated Structures						
206	ns - 217996	CULVERT	..	0.00	0.0000	0
207	ns - 217995	RETAINING WALLS	..	0.00	0.0000	0
208	ns - 217994	SURFACE COURSE & PAVEMENT	..	0.00	0.0000	0
209	ns - 217993	SUB BASE & BASE COURSE	..	0.00	0.0000	0
210	ns - 217992	EARTHWORK	..	0.00	0.0000	0
211	ns - 217991	MAIN & MINOR CANAL (AFFILIATED STRUCTURES)	..	0.00	0.0000	0
212	ns - 217990	IRRIGATION OUTLETS (08 NO'S)	..	0.00	0.0000	0
213	19-29-b	Providing and Laying stone or spawl filling : On level	m3	10.00	2,101.3000	21013
214	06-08-c	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	Tonne	4.00	200,355.0900	801420.36

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
215	06-07-d-03	Reinforced cement concrete work as in dams, spillways, weirs, barrages, cross drainage works and other hydraulic structures using crushed stone aggregate(screening & washing) and coarse sand i/c costof all labour and material and all kinds of form works, moulds, shuttering lifting/pumping, curing, rendering and finishing the exposed surface, cast in situ/precast excluding the cost of steel reinforcement and labour for bending binding also excludig cost of additives which have to be paid separately. (1:2:4)	m3	39.00	9,826.9800	383252.22
216	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	5.28	7,229.3500	38170.968
217	03-78-a	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto a minimum depth of 35 ft in shingle gravel including removing of excavated material by machinery in 1.5 KM radius	m3	62.06	238.4800	14800.0688
218	ns - 217989	OUTLETS-TAIL CLUSTERS (02 NO'S)	..	0.00	0.0000	0
219	19-29-b	Providing and Laying stone or spawl filling : On level	m3	15.00	2,101.3000	31519.5
220	06-08-c	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	Tonne	2.25	200,355.0900	450798.9525

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
221	06-07-d-03	Reinforced cement concrete work as in dams, spillways, weirs, barrages, cross drainage works and other hydraulic structures using crushed stone aggregate(screening & washing) and coarse sand i/c costof all labour and material and all kinds of form works, moulds, shuttering lifting/pumping, curing, rendering and finishing the exposed surface, cast in situ/precast excluding the cost of steel reinforcement and labour for bending binding also excludig cost of additives which have to be paid separately. (1:2:4)	m3	18.00	9,826.9800	176885.64
222	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	7.50	7,229.3500	54220.125
223	03-78-a	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto a minimum depth of 35 ft in shingle gravel including removing of excavated material by machinery in 1.5 KM radius	m3	78.00	238.4800	18601.44
224	ns - 217988	FALLS (24 NO'S)	..	0.00	0.0000	0
225	06-08-c	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	Tonne	7.68	200,355.0900	1538727.0912
226	03-67-c	Structural backfill using Common Material available at site.	m3	3000.00	328.9000	986700

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
227	06-07-d-03	Reinforced cement concrete work as in dams, spillways, weirs, barrages, cross drainage works and other hydraulic structures using crushed stone aggregate(screening & washing) and coarse sand i/c costof all labour and material and all kinds of form works, moulds, shuttering lifting/pumping, curing, rendering and finishing the exposed surface, cast in situ/precast excluding the cost of steel reinforcement and labour for bending binding also excludig cost of additives which have to be paid separately. (1:2:4)	m3	192.00	9,826.9800	1886780.16
228	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	36.00	7,229.3500	260256.6
229	03-78-b	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto design depth in Soft Rock/Shale requiring 20% blasting i/c removing of material from outside of the structure area lead upto 1.5 KM	m3	642.88	488.7100	314181.8848
230	ns - 217987	SYPHON (02 NO'S)	..	0.00	0.0000	0
231	03-67-c	Structural backfill using Common Material available at site.	m3	100.00	328.9000	32890
232	19-29-b	Providing and Laying stone or spawl filling : On level	m3	350.00	2,101.3000	735455
233	06-08-c	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	Tonne	30.00	200,355.0900	6010652.7

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
234	06-07-d-03	Reinforced cement concrete work as in dams, spillways, weirs, barrages, cross drainage works and other hydraulic structures using crushed stone aggregate(screening & washing) and coarse sand i/c costof all labour and material and all kinds of form works, moulds, shuttering lifting/pumping, curing, rendering and finishing the exposed surface, cast in situ/precast excluding the cost of steel reinforcement and labour for bending binding also excludig cost of additives which have to be paid separately. (1:2:4)	m3	500.00	9,826.9800	4913490
235	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	10.00	7,229.3500	72293.5
236	03-78-b	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto design depth in Soft Rock/Shale requiring 20% blasting i/c removing of material from outside of the structure area lead upto 1.5 KM	m3	50.00	488.7100	24435.5
237	03-78-a	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto a minimum depth of 35 ft in shingle gravel including removing of excavated material by machinery in 1.5 KM radius	m3	200.00	238.4800	47696
238	ns - 217986	DRAINAGE CROSSING (09 NO'S)	..	0.00	0.0000	0

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
239	23-03-a-07	Providing & laying R.C.C. pipe sewers, moulded with cement concrete 1:1-1/2:3 conforming to ASTM specification C-76-79, Class II, Wall B, including carriage, lowering in trenches to correct alignment and grade, jointing with rubber ring, cutting pipes where necessary, testing, etc. complete:- 30" i/d, Wall thickness 3.5"	m	78.75	5,733.9500	451548.5625
240	03-67-c	Structural backfill using Common Material available at site.	m3	76.50	328.9000	25160.85
241	19-29-b	Providing and Laying stone or spawl filling : On level	m3	135.00	2,101.3000	283675.5
242	06-08-c	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	Tonne	2.81	200,355.0900	562997.8029
243	06-07-d-03	Reinforced cement concrete work as in dams, spillways, weirs, barrages, cross drainage works and other hydraulic structures using crushed stone aggregate(screening & washing) and coarse sand i/c costof all labour and material and all kinds of form works, moulds, shuttering lifting/pumping, curing, rendering and finishing the exposed surface, cast in situ/precast excluding the cost of steel reinforcement and labour for bending binding also excludig cost of additives which have to be paid separately. (1:2:4)	m3	90.00	9,826.9800	884428.2
244	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	6.30	7,229.3500	45544.905
245	03-78-a	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto a minimum depth of 35 ft in shingle gravel including removing of excavated material by machinery in 1.5 KM radius	m3	270.00	238.4800	64389.6

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
246	ns - 217985	ROAD CULVERTS (03 NO'S)	..	0.00	0.0000	0
247	03-67-c	Structural backfill using Common Material available at site.	m3	73.79	328.9000	24269.531
248	19-29-b	Providing and Laying stone or spawl filling : On level	m3	19.13	2,101.3000	40197.869
249	06-08-c	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	Tonne	2.93	200,355.0900	587040.4137
250	06-07-d-03	Reinforced cement concrete work as in dams, spillways, weirs, barrages, cross drainage works and other hydraulic structures using crushed stone aggregate(screening & washing) and coarse sand i/c costof all labour and material and all kinds of form works, moulds, shuttering lifting/pumping, curing, rendering and finishing the exposed surface, cast in situ/precast excluding the cost of steel reinforcement and labour for bending binding also excludig cost of additives which have to be paid separately. (1:2:4)	m3	117.00	9,826.9800	1149756.66
251	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	10.57	7,229.3500	76414.2295
252	03-78-b	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto design depth in Soft Rock/Shale requiring 20% blasting i/c removing of material from outside of the structure area lead upto 1.5 KM	m3	78.98	488.7100	38598.3158

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
253	03-78-a	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto a minimum depth of 35 ft in shingle gravel including removing of excavated material by machinery in 1.5 KM radius	m3	187.50	238.4800	44715
254	ns - 217984	MINOR CANAL RD 0+000 TO 9+300	..	0.00	0.0000	0
255	17-11-e	Providing and laying Pre-cast parabolic segments, moulded with cement concrete 1:1-1/2:3, excluding carriage, lowering in water channels to correct alignment and grade, jointing, finishing where necessary, etc. complete in all respects:- Top width- 27" (675mm) & Total Depth- 19" (480mm)	m	1005.79	1,801.1800	1811608.8322
256	17-11-f	Providing and laying Pre-cast parabolic segments, moulded with cement concrete 1:1-1/2:3, excluding carriage, lowering in water channels to correct alignment and grade, jointing, finishing where necessary, etc. complete in all respects:- Top width- 30" (760mm) & Total Depth- 21" (525mm)	m	1828.71	2,318.8500	4240504.1835
257	03-67-c	Structural backfill using Common Material available at site.	m3	6818.37	328.9000	2242561.893
258	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	276.90	6,498.0800	1799318.352
259	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	74.32	8,587.4100	638216.3112

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
260	03-77	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto a minimum depth of 35 ft in common soil including removing of excavated material by machinery in 1.5 KM radius	m3	5151.95	233.8400	1204731.988
261	03-78-c	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto design depth in Medium Hard Rock requiring 50% blasting i/c removing of material from outside of the structure area lead upto 1.5 KM	m3	1717.32	776.3000	1333155.516
262	03-78-b	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto design depth in Soft Rock/Shale requiring 20% blasting i/c removing of material from outside of the structure area lead upto 1.5 KM	m3	2575.98	488.7100	1258907.1858
263	03-78-a	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto a minimum depth of 35 ft in shingle gravel including removing of excavated material by machinery in 1.5 KM radius	m3	7727.93	238.4800	1842956.7464
264	ns - 217983	MAIN CANAL RD 0+000 TO 0+19000	..	0.00	0.0000	0
265	24-32-a	S/H/J MS Flanged Pipe 18" i/d 6.35 mm thick	m	1066.75	25,317.2400	27007165.77
266	06-23	Fill expansion joints with bitumen, sand & saw dust in Ratio 1:2:2	m	29421.80	105.8800	3115180.184
267	17-02	Stabilized layer of cement, sand mortar 1:30 2" thick on slope	m2	20946.45	298.9300	6261522.2985
268	17-10-b-01	4" thick PCC lining, using washed screened & graded/curshed stone aggregate : On slope : Ratio 1:2:4	m3	862.97	9,208.3500	7946529.7995

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
269	17-10-a-01	4" thick PCC lining, using washed screened & graded/curshed stone aggregate : in bed : Ratio 1:2:4	m3	624.69	8,790.6700	5491443.6423
270	17-01-b	Formation, dressing and preparing sub-grade on slope	m2	12553.25	104.4900	1311689.0925
271	17-01-a	Formation, dressing and preparing sub-grade in bed	m2	8779.54	76.6300	672776.1502
272	03-67-c	Structural backfill using Common Material available at site.	m3	32903.66	328.9000	10822013.774
273	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	72.46	6,498.0800	470850.8768
274	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	186.55	8,587.4100	1601981.3355
275	03-77	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto a minimum depth of 35 ft in common soil including removing of excavated material by machinery in 1.5 KM radius	m3	31538.89	233.8400	7375054.0376
276	03-78-c	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto design depth in Medium Hard Rock requiring 50% blasting i/c removing of material from outside of the structure area lead upto 1.5 KM	m3	10512.96	776.3000	8161210.848
277	03-78-b	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto design depth in Soft Rock/Shale requiring 20% blasting i/c removing of material from outside of the structure area lead upto 1.5 KM	m3	15769.45	488.7100	7706687.9095

S.No.	Item Code	Item Name	Unit	Qty	Price	Total
278	03-78-a	Excavation for core trench of Dam Embankment/Spillway/Intake & Outlet Structure and Irrigation System upto a minimum depth of 35 ft in shingle gravel including removing of excavated material by machinery in 1.5 KM radius	m3	47308.34	238.4800	11282092.9232
					Sub Total:	1,466.6357 Millions
					Grand Total with Area Factor: 1.030 Tax Factor: 0.000	1,507.0816 Millions

BILL OF QUANTITIES

C. DAYWORK SCHEDULE

General

1. Reference is made to Sub-Clause 52.4 of the General Conditions of Contract Part-I. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for Daywork items in the Schedules, which rates shall apply to any quantity of Daywork ordered by the Engineer. Nominal quantities have been indicated against each item of Daywork, and the extended total for Daywork shall be carried forward to the Bid Price.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of Daywork, the actual time of classes of labour directly doing the Daywork ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on Daywork, calculated at the basic rates entered by him in the Schedule of Daywork Rates for labour together with an additional percentage, payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
 - a) the basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
 - b) the additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour timekeeping and clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of stagings, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

BD-2
Appendix-D to Bid

SCHEDULE OF DAYWORK RATES

I. Labour

Item #	Description	Unit	Quantity	Rate (Rs)	Amount (Rs)
1	Ganger	Hour	75		
2	Labour	Hour	175		
3	Brick Layer	Hour	75		
4	Mason	Hour	90		
5	Carpenter	Hour	100		
6	Steel work Erector	Hour	125		
7	Steel work binders	Hour	125		
8	Driver for vehicles up to 10 tons	Hour	150		
9	Operator for Excavator, shovel or crane.	Hour	150		
10	Operator for tractor, dozer blade or ripper.	Hour	150		
11	Operator for compressor machine	Hour	100		
12	Other Skilled operators	Hour	100		

Sub Total: (without Contractor's profit)	
Allow _____ % of subtotal for Contractor's overhead , profit etc., (in accordance with Paragraph 3(b) of Daywork Schedule)	
Total for Daywork – Labor:	

BD-3
Appendix-D to Bid**Daywork Material**

4. The Contractor shall be entitled to payment in respect of materials used for Daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Daywork Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
- a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
 - b) the additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
 - c) the cost of hauling materials used on work ordered to be carried out as Daywork from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

BD-4

Appendix-D to Bid

SCHEDULE OF DAYWORK RATES**II. Materials**

Item #	Description	Unit	Quantity	Rate (Rs)	Amount (Rs)
1	Ordinary Portland cement.	bags	1,500		
2	Sulphate resistant cement in bags.	bags	700		
3	Reinforcing Steel up to 25mm diameter to BS 4449 or equivalent.	Metric.Ton	15.000		
4	Structural Steel WF 200mm x 150mm x 12mm.	Metric.Ton	7		
5	Aggregates for Concrete.	cu.m	200		
6	Sand for Concrete.	cu.m	150		
Sub Total: (without Contractor's profit)					
Allow _____ % of subtotal for Contractor's overhead, profit etc., (in accordance with Paragraph 4(b) of Daywork Schedule)					
Total for Daywork – Materials:					

BD-5
Appendix-D to Bid**Daywork Constructional Plant**

5. The Contractor shall be entitled to payments in respect of constructional plant already on Site and employed on Daywork at the basic rental rates entered by him in the Schedule of Daywork Rates for constructional plant. The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Daywork Labour.
6. In calculating the payment due to the Contractor for constructional plant employed on Daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the constructional plant was located when ordered by the Engineer to be employed on Daywork and the time for return journey thereto shall be included for payment.
7. The basic rental rates for constructional plant employed on Daywork shall be stated in Pakistani Rupees.

BD-6

Appendix-D to Bid

SCHEDULE OF DAYWORK RATES**III. Constructional Plant**

Item #	Description	Unit	Quantity	Rate (Rs)	Amount (Rs)
1	Excavator (Hydraulic), face-shovel or dragline:				
	1: up to including 1 Cu. M.	Hour	60		
	2: over 1 to 2 Cu.M.	Hour	60		
	3: over 2 Cu. M.	Hour	55		
2	Tractor (tracked) including bull or angle dozer:				
	1: up to and including 150 HP	Hour	50		
	2: over 150 to 200 HP	Hour	60		
	3: over 200 to 250HP	Hour	50		
3	Tractor (tracked) with ripper				
	1: over 150 to 200 HP	Hour	60		
	2: over 200 to 250HP	Hour	60		
4	Wheel Loader up to 4 Cu.m capacity	Hour	60		
5	Rear Dump Trucks				
	1: 10 tons capacity	Hour	60		
	2: 20 tons capacity	Hour	65		
7	Concrete Mixer up to 1 Cu.M.	Hour	60		
Total for Daywork – Constructional Plant <i>(Including Contractor's overhead, profit etc., in accordance with Paragraph 5 of Daywork Schedule)</i>					

BD-7

Appendix-D to Bid

DAYWORK**Summary (Daywork)**

		Amount (Rs.)
(I)	Sub Total for Daywork: Labour	_____
(II)	Sub Total for Daywork : Materials	_____
(III)	Sub Total for Daywork: Constructional Plant	_____
Total for Daywork		_____
(Carried forward to Summary Page of Bill of Quantities at BD-2)		

BE-1

Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

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

The bidders are required to submit the Summary of Proposed Construction Schedule as specified in Bidding Data Sheet. However, the other details of schedule mentioned in sub-paragraphs (a), (b) & (c) below, will be submitted by the successful bidder to the Procuring Entity after the Contract Agreement is signed and letter of Commencement is issued.

- a) Manpower, Equipment, and other resources must be allocated to each activity according to their capacity.
- b) Critical Path be identified in different colour.
- c) CD containing the soft copy of schedule in MS Project/Primavera format / Bar Charts must be provided, in which the linkage between manpower, equipment and activities must be provided.

(Attach sheets as required for the specified form of Construction Schedule):

Description	Time for Completion
a) Embankment	_____ days
b) Spillway Structure & Spillway Channel	_____ days
c) Intake / Outlet Structure	_____ days
d) Irrigation System and Canal Affiliated Structures	_____ days
e) Access Road	_____ days
f) Electrification of Dam & Access Road	_____ days
g) Rest House	_____ days

BF-1**Appendix-F to Bid**

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization at Site, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.
4. Methodology Regarding Safety of Environment/ Environmental Management Plan (EMP), as per EPA rules.
5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.
6. Safety/ Security Management System

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

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

BG-2

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT

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

BH-1

Appendix-H to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

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

BI-1

Appendix-I to Bid

LIST OF SUBCONTRACTORS

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

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

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

BJ-1

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

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

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

BK-1

Appendix-K to Bid

ORGANIZATION CHART

FOR THE

SUPERVISORY STAFF AND LABOUR

*(It shall be restricted to the staff and labor to be allocated to the Contract in case of award; brochure of the Firm listing the entire staff of the Firm **should not** be attached).*

BL-1

Appendix-L to Bid

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: Construction of Sumari Payan Dam Project District Kohat.

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

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

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

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

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

Name of Procuring Entity:

Name of Constructor:

Signature:

[Seal]

Signature:

[Seal]

BM-1

Appendix-M to Bid

FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

The financial position of the bidder shall be checked as per the following details:

1) **SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES (CASH FLOW)**

The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits*, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount to satisfy the Cash Flow requirement. As a minimum the Bidder must show that his resources, in term of at least his latest year's working capital and line of credits, will be adequate to cover an amount equivalent to his bid price and current work commitments i.e.

(Three Years Average Working Capital + Project specific lines of credit* – 100% of current contract commitments) ≥ Bid price.

Working capital is the difference between current assets and current liabilities and measures the firm's ability to generate cash in the short term.

**Any Credit Line Facility indicated for this (tendered) project needs to have been certified by the Bank and the said certificate(s) be enclosed with this Appendix.*

2) **AVERAGE ANNUAL CONSTRUCTION TURNOVER**

Criteria	Bidders to list their certified yearly Construction Turnover for last 3 years
Minimum Average Annual Construction Turnover of Pak. Rupees..... Million calculated as total certified payments received for contracts in progress or completed, within the last 3 years.	

BN-1
Appendix-N to Bid

PAST PERFORMANCE AND EXPERIENCE

1) **GENERAL CONSTRUCTION EXPERIENCE**

Requirement	Bidder to Provide details	Role
Experience under construction contracts in the role of Contractor or Management Contractor for at least the last 10 years prior to the bid submission deadline.	Certificate of registration of Firm / PEC registration along with experience record	Contractor, or Management Contractor

2) **CONTRACTS OF SIMILAR SIZE AND NATURE**

Requirement	Bidder to provide specific details	Role
Participation as Contractor or Management Contractor, in at least 2 Contracts within the last years, each with a value of at least Pak. Rupees Million that has been successfully or is substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as indicated in these Bidding Documents. <i>(Letter of Award, BOQ & Completion Certificates duly certified by Project Authorities must to be provided).</i>	<ul style="list-style-type: none"> • Letter of acceptance. • Signed Bill of Quantities (BOQ). • Completion certificate 	Contractor or Management Contractor (but not as Sub-Contractor)

BN-2

Appendix-N to Bid

QUALIFICATION OF KEY STAFF*(List to be provided on Judicial / Stamp Paper alongwith their PEC Registration Number)*

S. No.	Name of Key Staff	Designation	CNIC No.	PEC Registration No.	Qualification	Experience
1						
2						
3						
4						
5						
6						
7						
8						
9						

Note:

- The above-mentioned staffs are the minimum required key staff for this project that must be available at construction site all the time during the currency of the Contract. In case any of these staffs abandons the project site for any reason whatsoever the Contractor must immediately arrange his equivalent replacement with prior approval of the Procuring Entity / Employer.
- The staff other than above mentioned key staff e.g., supervisors, assistants, operators and laborers etc. must also be available in accordance to the Contractors Work Program.

BN-3

Appendix-N to Bid

CURRENT COMMITMENTS/PROJECTS IN HAND

S.No	Contract Identification	Name of Procuring Entity / Employer	Total Value of Work (Rs. In Million)	% age J.V share (in case of J.V)	Total Value of Work, as per J.V share (Rs. In Million)	Date of Start	*Date of Completion	Total Value of Project Completed, as per IPC w.r.t J.V share (Rs. In Million)	Average Monthly invoicing over last one year (Rs. In Million)	Balance Work, as per J.V share (Rs. In Million)	Leftover time in months	Average monthly invoicing of current commitments, to complete the balance work in time (Rs. In Million)
A	B	C	D	E	$F = (D \times E)$	G	H	I	J	$K = F - I$	$L = H - \text{Base}$	$M = K / L$

Note:

- * Latest Completion date to be mentioned.
- Base date will be the date 28 days prior to the latest date for submission of Bid.

FORMS

BID SECURITY

PERFORMANCE SECURITY

CONTRACT AGREEMENT

MOBILIZATION ADVANCE

GUARANTEE/BOND

BS-1

BID SECURITY (BANK GUARANTEE)

Security Executed on _____

(Date)

Name of Surety (Bank) with Address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees _____ (Rs. _____)

Bid Reference No. _____

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

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

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

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

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

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

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

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

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

	SURETY (Bank)
WITNESS:	Signature
1.	Name
	Title
Corporate Secretary (Seal)	Corporate Guarantor (Seal)
2.	

Name, Title & Address	

PS-1

**FORM OF PERFORMANCE SECURITY
(BANK GUARANTEE)**

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Procuring Entity / Employer]

Name of Guarantor (Bank) with address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Entity / Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Procuring Entity / Employer, 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 / Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

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

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

under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Entity / Employer without delay upon the Procuring Entity / Employer's first written demand without cavil or arguments and without requiring the Procuring Entity / Employer 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 / Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Entity / Employer's designated Bank & Account Number.

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

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

Guarantor (Bank)

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

2. _____

Title _____

Name, Title & Address

Corporate Guarantor (Seal)

CA-1

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____/____/20__ between Directorate General Small Dams (hereafter called the "Procuring Entity / Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witness as follows:

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

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

Signature of the Contactor

Signature of Procuring Entity

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MG-1

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Procuring Entity / Employer') has entered into a Contract for _____
(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

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

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

AND WHEREAS,

(Scheduled Bank in Pakistan)

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Procuring Entity / Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

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

(Date)

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

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid

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

GUARANTOR

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

WITNESS

1. _____

Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Guarantor (Seal)

CONDITIONS OF CONTRACT
FOR WORKS OF CIVIL
ENGINEERING CONSTRUCTION

PART I – GENERAL CONDITIONS
WITH FORMS OF BID AND AGREEMENT



FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS

CONDITIONS OF CONTRACT

FOR WORKS OF CIVIL

ENGINEERING CONSTRUCTION

PART I GENERAL CONDITIONS
WITH FORMS OF TENDER AND AGREEMENT

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

PART II

PARTICULAR CONDITIONS OF

CONTRACT

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PART II - PARTICULAR CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by KPPRA)

1.1 DEFINITIONS

(a) (i) The Procuring Entity / Employer is **Director General, Directorate General Small Dams, Irrigation Department Government of Khyber Pakhtunkhwa Plot No. 27, Street No. 12, Sector E-8, Phase-VII, Hayatabad Peshawar.**

(a) (iv) The Engineer is **Director (South), Directorate General Small Dams.**

Or any other competent person appointed by the Procuring Entity / Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

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

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

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

(b)(viii) Amend Part I to read as:

"Appendices to Tender mean Appendix A through N annexed to the Tender and forming a part thereof.

Through Part I, the term "Appendix to Tender" shall be replaced by the term "Appendices to Tender".

The following paragraph is added:

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

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

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

2.1 ENGINEER'S DUTIES AND AUTHORITY

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

The Engineer shall obtain the specific approval of the Procuring Entity / Employer before

carrying out his duties in accordance with the following Clauses:

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".
- (ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".
- (iii) Any action under Clause 10 "Performance Security" and Clauses 21, 23, 24 & 25 "Insurance" of sorts.
- (iv) Any action under Clause 40 "Suspension".
- (v) Any action under Clause 44 "Extension of Time for Completion".
- (vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vii) Issuance of "Taking Over Certificate" under Clause 48.
- (viii) Issuing a Variation Order under Clause 51, except:
 - a) in an emergency* situation, as stated here below, or
 - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (ix) Fixing rates or prices under Clause 52.
- (x) Extra payment as a result of Contractor's claims under Clause 53.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".
- (xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.
- (xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.
- (xiv) Certifying additional payment under clause 70
- (xv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

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

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

2.2 ENGINEER'S REPRESENTATIVE

The following paragraph is added:

M/S Pakistan Engineering Services Consultants will nominate Engineer's Representative prior to commencement of Work.

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

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 ENGINEER NOT LIABLE

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

2.8 REPLACEMENT OF THE ENGINEER

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

4.3 NEW SUB-CLAUSE IS ADDED AS FOLLOWING:**4.3 APPROVAL OF SUB-CONTRACTOR'S LIST**

Where a list of Sub – Contractor's is provided under Appendix – H to Bid, the Sub – Contractor's in that list shall be subject to the prior approval of the Procuring Entity (which approval notwithstanding the provision of Sub-clause 1.5 shall be at the sole discretion of the Procuring Entity).

5.1 LANGUAGE(S) AND LAW

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

5.2 PRIORITY OF CONTRACT DOCUMENTS

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

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid (Letter of Technical Bid and Letter of Price Bid);
- (4) Special Stipulations (Appendix-A to Bid);

- (5) The Particular Conditions of Contract – Part II;
- (6) The General Conditions of Contract – Part I;
- (7) The priced Bill of Quantities (Appendix-D to Bid);
- (8) The completed Appendices to Bid (B, C, E to N);
- (9) Particular Specifications;
- (10) General Specifications (Technical Specifications for Workmanship) - MRS 2021 (KPK)
- (11) Tender Drawings

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

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 SHOP DRAWINGS

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract. Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 AS-BUILT DRAWINGS

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

10.1 PERFORMANCE SECURITY

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Procuring Entity / Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 8% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan.

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

The following Sub-Clause 10.4 is added:

10.4 PERFORMANCE SECURITY BINDING ON VARIATIONS AND CHANGES

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

11.1 INSPECTION OF SITE

Add the following paragraphs at the end of this sub-clause:

The Contractor shall satisfy himself as to the nature of the ground, the hydrological and climatic conditions, the form and nature of the Site, the quantities and nature of the Work and materials necessary for the completion of the Works, and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies, and other circumstances which may influence or affect his Bid. The Procuring Entity does not guarantee the correctness of any data/information/drawings either verbal and/or written provided herein nor any interpretations, or conclusions relative to conditions at Site. The Contractor must form his own opinion of the character of the Work and of the materials to be excavated etc. He must make his own interpretations, and satisfy himself by his own investigations and research regarding all conditions affecting the Work to be done. The Contractor must assume all responsibility for presumptions and conclusions as to the nature or conditions of the materials to be excavated and of doing other work affected by the geology at the Site.

In particular and without limiting the generality of the aforesaid, the Contractor shall not rely upon such opinion or interpretation of the Procuring Entity / Employer, for any claim with respect to additional time or cost under the contract.

14.1 PROGRAMME TO BE SUBMITTED

The Contractor shall submit two copies of the programme of Works referred to in sub-Clause 14.1 within 42 days from the date of receipt of Letter of Acceptance.

The programme shall be revised every three (3) months and should include a chart of the principal quantities of the Works forecast for execution monthly, and an updated schedule of payments expected to be made to the Contractor by the Procuring Entity.

The programme shall be computerized and drawn on the critical path method, in the form of MS Project / Primavera, identifying all items of work including the temporary Works. Progress reporting by the Contractor should be supported on a monthly basis with an up-to-date analysis of the progress including a statement on items, which are, or about to become critical to the Progress of Works, alongwith proposals on how the Contractor intends to alleviate the situation.

14.3 CASH FLOW ESTIMATE TO BE SUBMITTED

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

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

The Cash Flow Estimate previously submitted shall be revised each time the construction programme is revised and submitted under sub-clause 14.1

The following Sub-Clause 14.5 is added:

14.5 DETAILED PROGRAMME AND MONTHLY PROGRESS REPORT

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:
- (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Local Material Procurement;
 - (4) Material Imports, if any; and
 - (5) Other details as required by the Engineer.
- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 10 copies each of Monthly Progress Reports covering:
- (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress; and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 LANGUAGE ABILITY OF CONTRACTOR'S REPRESENTATIVE

The Contractor's authorized representative shall be fluent in the English / Urdu language. Alternately an interpreter with ability of English / Urdu language shall be provided by the Contractor on full time basis.

15.3 CONTRACTOR'S REPRESENTATIVE

The Contractor's authorised representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorised representative at Site shall be authorised to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 LANGUAGE ABILITY OF SUPERINTENDING STAFF OF CONTRACTOR

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

16.4 EMPLOYMENT OF LOCAL PERSONNEL

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan particularly from project area.

19.1 NEW SUB-PARA'S ARE ADDED AS FOLLOWING:**19.1 SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT.**

- (d) The contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the Works, except where clearing is required for permanent works, approved temporary works and for excavation operations. All trees and native vegetation shall be preserved and shall be protected from damage which may be caused by the Contractor's construction operations and equipment. On completion of the Works, all work areas shall be smoothen and graded in a manner to conform the natural appearance of the landscape. Where unnecessary destruction, scarring damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replanted or otherwise corrected as directed by the Engineer at Contractor's expense.
- (e) Borrow areas shall be located and operated so as not to detract from the future usefulness or value of the sites. Upon completion of operations, borrow areas shall be left in a safe and slightly condition. No borrow areas shall be located too close to the populated area, to jeopardize safety and security of the inhabitants.
- (f) During the performance of the work required under the Contract, the Contractor shall carry out proper and efficient measures as often as necessary to reduce the dust nuisance, and to prevent dust originating from his operations.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 SAFETY PRECAUTIONS

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of

Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

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

19.4 LIGHTING WORK AT NIGHT

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

20.4 PROCURING ENTITY / EMPLOYER'S RISKS

The Procuring Entity / Employer's risks are:

Delete the text and substitute with the following:

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

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

21.1 INSURANCE OF WORKS AND CONTRACTOR'S EQUIPMENT

(Sub-Clause 21.1 (b)): The Constructor may insure his additional cost as reflected in the sub-clause.

21.2 SCOPE OF COVER

Paragraph (a) of sub – clause 21.2 is amended by deletion of the words “....from start of work at site....” And by substitution thereof by the words “....from first working day after the commencement date”

21.3 RESPONSIBILITY FOR AMOUNTS NOT RECOVERED

The text is deleted and substituted with the following:

Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with his responsibilities under Clause 20.

21.4 EXCLUSIONS

The text is deleted and substituted with the following:

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

The following Sub-Clause 21.5 is added:

21.5 RESPONSIBILITY TO NOTIFY INSURERS

It shall be the responsibility of the Contractor to notify the insurers of any changes in nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times in accordance with the provision of this Clause.

The following Sub-Clause 25.5 is added:

25.5 INSURANCE COMPANY

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

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 CO-OPERATION WITH OTHER CONTRACTORS

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Procuring Entity / Employer at and in the vicinity of the Site and

also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 RATES OF WAGES AND CONDITIONS OF LABOUR

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

34.3 EMPLOYMENT OF PERSONS IN THE SERVICE OF OTHERS

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

34.4 HOUSING FOR LABOUR

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

34.5 HEALTH AND SAFETY

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

34.6 EPIDEMICS

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

34.7 SUPPLY OF WATER

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

34.8 ALCOHOLIC LIQUOR OR DRUGS

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

34.9 ARMS AND AMMUNITION

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

34.10 FESTIVALS AND RELIGIOUS CUSTOMS

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

34.11 DISORDERLY CONDUCT

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

34.12 COMPLIANCE BY SUBCONTRACTORS

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

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 RECORDS OF SAFETY AND HEALTH

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

35.3 REPORTING OF ACCIDENTS

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

The following Sub-Clause 36.6 is added:

36.6 USE OF PAKISTANI MATERIALS AND SERVICES

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

equipment and services shall be of required standard.

The following Sub-Clause 39.3 is added:

39.3 ENGINEER'S DECISION FINAL

Any decision of the Engineer under Sub – Clause 39.1 shall be final and conclusive.

41.1 COMMENCEMENT OF WORKS

The text is deleted and substituted with the following:

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

45.1 RESTRICTION ON WORKING HOURS

After the first paragraph, add the following paragraph:

If as a result of carrying out the Works on holidays or locally recognized days of rest or at night or after the normal working hours, the assistants to the Engineer's Representative perform supervision of the Works, the additional supervision cost based on hourly rates shall be determined by the Engineer after due consultation with the Procuring Entity and the Contractor, which shall be paid by the Contractor to the assistants through the Engineer's Representative; this mode of compensation shall be applicable also under Sub-Clause 46.1.

51.2 INSTRUCTIONS FOR VARIATIONS

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

52.1 VALUATION OF VARIATIONS

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 FAILURE TO COMPLY

This Sub-Clause is deleted in its entirety.

54.3 CUSTOMS CLEARANCE

Customs Clearance of the Contractors equipment, materials, and other things required for the Works will be the responsibility of the Contractor.

54.5 CONDITIONS OF HIRE OF CONTRACTOR'S EQUIPMENT

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof

contains a provision in accordance with the requirements set forth above.

The Sub-Clauses 59.4 & 59.5 are deleted and substituted with the following:

59.4 PAYMENTS TO NOMINATED SUBCONTRACTORS

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

59.5 CERTIFICATION OF PAYMENTS & NOMINATED SUBCONTRACTORS

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

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

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

60.1 MONTHLY STATEMENTS

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

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

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub- Cause 60.11 (a) to (f) hereof". 60.2 Monthly Payments

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

60.2 MONTHLY PAYMENTS

Sub-Cause 60.2 is deleted and substituted as under:

The said statement shall be approved or amended by the Engineer in such a way that, in his opinion, it reflects the amounts due to the Contractor in accordance with the Contract, after deduction, other than pursuant to Clause – 47, of any sums which may have become due and payable by the Contractor to the Procuring Entity. In cases where there is a difference

of opinion as to the value of any item, the Engineer's view shall prevail.

Within 28 days of receipt of the monthly statement referred to in Sub-Clause 60.1, the Engineer shall determine the amounts due to the Contractor and shall issue to the Procuring Entity and the Contractor a certificate herein called " Interim Payment Certificate", certifying the amounts due to the Contractor.

Provided that the Engineer shall not be bound to certify any payment under this Sub-Clause if the net amount thereof, after all retentions and deductions, would be less than the Minimum Amount of Interim Payment Certificates stated in the Appendix – A to Bid.

Notwithstanding the terms of this Clause or any other Clause of the Contract, no amount will be certified by the Engineer for payment until the performance security has been provided by the Contractor and approved by the Procuring Entity / Employer.

60.10 TIME FOR PAYMENT

The text is deleted and substituted with the following:

- The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause – 47, be paid by the Procuring Entity to the Contractor within 28 days after such Interim Payment Certificate has been jointly verified by Procuring Entity / Employer and Contractor, or, in the case of the Final Certificate referred to in Sub-Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Entity and Contractor; Provided that the Interim and Final Payments shall be caused subject to availability of funds.
- The evaluation of contractor is conducted based on their sound financial standing and If the payment of the work done is delayed due to non-availability or shortage of funds from the Project Authority/Concerned Quatres then in such case, the Contractor will not be entitled to stop the work at site and the work shall deem to be remain continue on site.

The following Sub-Clause 60.11 and 60.12 are added:

60.11 SECURED ADVANCE ON MATERIALS

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

- (1) The materials are in accordance with the Specifications for the Permanent Works;
- (2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
- (3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be

- required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefor;
- (5) Ownership of such materials shall be deemed to vest in the Procuring Entity / Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Entity / Employer; and
- (6) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.
- b. The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

60.12 FINANCIAL ASSISTANCE TO CONTRACTOR

Financial assistance shall be made available to the Contractor by the Procuring Entity by adopting the following procedure for Mobilization Advance payment:

- 1) An interest-free Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Entity to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee/Bond for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan acceptable to the Procuring Entity:
 - a) First part (5% of the Contract Price) within 28 days after receipt of the Bank Guarantee against the Advance duly verified from the Bank by the Procuring Entity, after signing of the Contract Agreement; and
 - b) Second part (5% of the Contract Price)
 - 60 % of this second part (i.e., 3% of the Contract Price) shall be paid within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor.
 - The remaining 40 % of this second part (i.e., 2% of the Contract Price) shall be paid within 90 days from the date of payment of the first part subject to establishment of Contractor's Camp and Ste office facilities for the Procuring Entity, the Engineer representative and their assistants.
- 2) The bank guarantee shall remain valid and in force until the mobilization advance is repaid in full.
- 3) At any time, the bank guarantee shall be valid for an amount not less than the amount of the original Mobilization Advance less any partial repayment of that Advance which may have been affected. The Contractor shall inform the guaranteeing bank, by letter counter signed by the Procuring Entity, of the required amount of the guarantee from time to time. Reduction of the amount shall not be made without such authorizing letter.

- 4) The Procuring Entity shall be empowered to call in the guarantee in whole or in part(s) if the Contractor defaults in the repayment (s) for any reason.
- 5) Recovery of the Mobilization Advance shall be made by deduction in instalments from Interim Payment Certificates. Deduction shall be made after the deduction of Retention Money. However, regard less of the frequency or amount of Interim Payment Certificates, repayment of the Mobilization Advance shall be in equal monthly instalment equivalent to original Mobilization Advance / (Number of Months in original Time for Completion minus six). The first instalment shall fall due four months following the Order to Commence, thereafter each month until full repayment has been affected. Recovery of the full amount of Advance shall be ensured at least two months prior to expiry of the Time for Completion as per clause 43 hereof.
- 6) Where an Extension of Time is granted to the Procuring Entity's default under Sub-Clause 6.3 or under Clause 42 of the Conditions of Contract, the Procuring Entity shall, on the request of the Contractor, defer repayment(s) of Mobilization Advance and consequently extend the period of repayment. for a period not exceeding the actual Extension of Time given or the Engineer's assessment for the time being of any Ex tension of Time which may be due. The value of monthly repayments will not be altered.
- 7) In the event that the amount of monies certified and due to the Contractor under the Contract at any time less than the total of due repayments of Mobilization Advance, the balance of the due repayments shall be paid to the Procuring Entity by the Contractor within seven days of demand by the Procuring Entity. If the balance is not so paid, the Procuring Entity shall be empowered to call in sufficient of the Mobilization Advance bank guarantee to cover the said balance.
- 8) If the payment of Mobilization advance in instalments is delayed from the Schedule dates due to non-availability or shortage of funds from the Procuring Entity then in such case, the Contractor shall not be entitled to claim interest on the delayed payment as financing charges.

61.1 APPROVAL ONLY BY DEFECTS LIABILITY CERTIFICATE

The text is deleted and substituted with the following:

Only the Defects Liability Certificate, referred to in Clause 62, shall be deemed to constitute completion and approval of the Works.

This Advance shall be recovered in equal instalments; first instalment at the expiry of third month after the date of payment of first part of Advance and the last instalment two months

63.1 DEFAULT OF CONTRACTOR

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

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

time to time.

65.2 SPECIAL RISKS

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4.

65.4 PROJECTILE MISSILE

Delete the words "whenever and wherever occurring" in line 2 and add "on or near the Site" after the words "explosive of war" in line 3.

67.3 ARBITRATION

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

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

The following paragraph is added:

The place of arbitration shall be Peshawar, Khyber Pakhtunkhwa.

68.1 NOTICE TO CONTRACTOR

The following paragraph is added:

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

68.2 NOTICE TO PROCURING ENTITY / EMPLOYER AND ENGINEER

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

a) The Procuring Entity / Employer

The Procuring Entity / Employer is "**Directorate General Small Dams, Irrigation Department Government of Khyber Pakhtunkhwa Plot No. 27, Street No. 12, Sector E-8, Phase-VII, Hayatabad Peshawar**".

b) The Engineer

The Engineer is "**Director (South), Directorate General Small Dams, Irrigation Department, Khyber Pakhtunkhwa**."

c) Engineer's Representative

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

69.1 DEFAULT OF PROCURING ENTITY / EMPLOYER

- (a) In second line substitute "56 days" for "28 days".
- (b) Delete paragraph (b) and substitute the following.

Interfering with or obstructing or refusing any required approval to the issue of any such certificate, except that the acts of the Procuring Entity set out in Clause 2 hereof shall not be construed as such interference, obstruction or refusal, or,

- (c) Delete paragraph (c) and re-number paragraph (d) as (c).

70.1 INCREASE OR DECREASE OF COST

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

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

(a) Other Changes in Cost

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

(b) Adjustment Formula

The price adjustment formula shall not be applied before expiry of one year from date fixed for receiving of tenders and price of works and goods done or delivered during that period are not subject to escalation.

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

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

Where:

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

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

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

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

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

(c) Sources of Indices and Weightages

The sources of indices shall be those listed in Appendix-C to Bid, as approved by the Engineer. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightages and Source of Indices if different than those given in Appendix-C to Bid, which shall be subject to approval by the Engineer.

(d) Base, Current, and Provisional Indices

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

(e) Adjustment after Completion

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

(f) Weightages

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

72.2 CURRENCY PROPORTIONS

All payments shall be in local currency only.

72.3 CURRENCIES OF PAYMENT FOR PROVISIONAL SUMS

All payments shall be in local currency only.

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

73.1 PAYMENT OF INCOME TAX

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

73.2 CUSTOMS DUTY & TAXES

- (i) The prices tendered by the Contractor shall include all import license fees, custom duties, excise duties, sale taxes, surcharges, business taxes, income and other taxes that are levied according to the laws and regulations of Pakistan on the Contractor's Equipment, materials, and supplies (both permanent, temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the country on profits made by him in respect of the Contract whatsoever is the rate of the tax during execution of the Works and payments for the same to the Contractor.
- (ii) KPPRA Sales Tax @ 2% on MRS 2021 will be paid by Contractor / Firm as per Finance Department KP Notification No. BO (Res-111) FD / 2-2 / 2019-20 / Vol-IV, dated: 07 / 09 /2021.

74.1 INTEGRITY PACT

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

- (a) Recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Entity / Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

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

75.1 TERMINATION OF CONTRACT FOR PROCURING ENTITY / EMPLOYER'S CONVENIENCE

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

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) shall be paid by the Procuring Entity / Employer as provided in Sub-Clause 65.8 hereof.

76.1 LIABILITY OF CONTRACTOR

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

77.1 JOINT AND SEVERAL LIABILITIES

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

78.1 DETAILS TO BE CONFIDENTIAL

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