

STANDARD FORM OF BIDDING DOCUMENTS

FOR

Non-Consultancy Services

LOT # 2

**SUB HEAD: HIRING OF VEHICLES, MACHINERY AND MANPOWER FOR SOLID WASTE
MANAGEMENT AND WASTE WATER MANAGEMENT IN WSSCM**

Under

National Competitive Bidding (NCB)

(In line with KPPRA Guidelines)

**WATER & SANITATION SERVICES COMPANY MARDAN (WSSCM),
Muhabatabad Bungalow, Opposite Gulberg Town,
Muhabatabad, Mardan**

TABLE OF CONTENTS

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

E.	Bid Opening and Evaluation	
	IB.23 Bid Opening	19
	IB.24 Process to be Confidential	20
	IB.25 Clarification of Bids	20
	IB.26 Examination of Bids and Determination of Responsiveness	20
	IB.27 Correction of Errors	21
	IB.28 Evaluation and Comparison of Bids	21
F.	Award of Contract	
	IB.29 Award	22
	IB.30 Procuring Entity’s Right to Accept any Bid and to Reject any or all Bids	22
	IB.31 Notification of Award	23
	IB.32 Performance Security	23
	IB.33 Signing of Contract Agreement	23
	IB.34 General Performance of the Bidders	24
	IB.35 Integrity Pact	24
	IB.36 Instructions Not Part of Contract	24
	IB.37 Applicable Min Wage Act	24
	BIDDING DATA	24
	FORM OF BID AND APPENDICES TO BID	25
	FORM OF BID	30
	Appendix-A to Bid : Special Stipulations	33
	Appendix-B to Bid : Foreign Currency Requirements	34
	Appendix-C to Bid : Price Adjustment (Under Clause 70)	35
	Evaluation Criteria : Technical	36
	Bill of Quantity : BOQ	39
	Terms and Conditions : T & C	44
	Appendix-E to Bid : Proposed Construction Schedule	47
	Appendix-F to Bid : Method of Performing the Work	48
	Appendix-G to Bid : List of Major Equipment – Related Items	49
	Appendix-H to Bid : Construction Camp and Housing Facilities	51
	Appendix-I to Bid : List of Subcontractors	52
	Appendix-J to Bid : Estimated Progress Payments	53
	Appendix-K to Bid : Organization Chart of the Supervisory Staff and Labour	54
	Appendix-L to Bid : Integrity Pact	55
	FORMS	
	BID SECURITY	56
	PERFORMANCE SECURITY	59
	CONTRACT AGREEMENT	61
	MOBILIZATION ADVANCE GUARANTEE/BOND	65

PART-I: GENERAL CONDITIONS OF CONTRACT

67

PART-II: PARTICULAR CONDITIONS OF CONTRACT

SPECIFICATIONS - SPECIAL PROVISIONS

SPECIFICATIONS - TECHNICAL PROVISIONS

DRAWINGS

INVITATION FOR BIDS



Water & Sanitation Services Company Mardan

Government of Khyber Pakhtunkhwa

Registered under Section 42 of Companies Ordinance, 1984

NOTICE INVITING TENDER (NIT)

Water and Sanitation Services Company Mardan, (WSSCM), invites sealed bids from eligible bidders/firms/contractors/companies registered with income tax and KPRA tax department for Hiring of vehicles, Machinery and Manpower for Solid Waste Management & Waste Water Management in WSSCM accordance with KPPRA procurement rules 2014 under **Single Stage Two Envelope** procedure for the following:

S.No	Lots	Union Councils
1	Lot # 1	Union Council Baghdada, Rorya, Muslimabad, Bagh e Irum, Bijli Ghar, Hoti and Gulli Bagh
2	Lot # 2	Union Council Dagai, Kas Korona, Sikandari Purdilabad, Par Hoti, Mardan Khas, Bari Cham and Bicket Gunj

Remarks: The service provider can apply for only one lot (either Lot 01 or Lot 02)

GENERAL TERMS AND CONDITIONS:

1. **Two percent (02%) Bid Security/Earnest Money** in the shape of CDR shall be submitted from the account of firm/ Companies who submits the bid of the total bid cost must be accompanied with the tender document / Quotation through any scheduled bank in favor of Chief Executive Officer, WSSCM Mardan. Failure to submit the 2% CDR will lead to rejection of the bid.
2. The Bid Soliciting document can be obtained from WSSCM office by interested Bidders on the submission of a written application (Active tax filer) and payment of non-refundable fee Rs. 2,000/- payable in the name of Chief Executive Officer WSSC Mardan, Bank of Khyber A/C# 3001295623 Khwaja Gunj Bazar (0139) Topu Chowk, Mall Road, Cantt Mardan or Cash immediately after publishing of advertisement in newspaper.
3. Those bidders who download the bidding document from website should also attached the bank deposit fee slip of Rs 2,000/- with their technical proposal else the bid shall not be accepted and consider as Non-responsive.
4. A pre-bid meeting will be held with the interested bidders on **19th September, 2024 at 03:00 PM** in the Conference Room of Water & Sanitation Services Company Mardan.
5. The firms/contractors shall submit the sealed bids up to **30th September, 2024 at 03:00 PM** which will be opened on the same day at **3:30 PM** in the presence of bidders or their authorized representatives, who wish to attend.
6. In case of bids where collusion/pooling/cartel is observed or reported, the process will be cancelled and legal action will be taken under the law.
7. All federal and provincial duties / stamp duty / taxes/ KPRA tax will be recoverable as per directives of the government issued from time to time.
8. Any disfiguring / over writing, manipulation in the tender / BOQ shall be liable to rejection. Incomplete / conditional bids shall not be acceptable.
9. The undersigned reserves the right to reject any or all bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

MANAGER (HR & ADMIN)

Address: Muhabatabad Bungalow, opposite Gulberg Town,

Muhabatabad, Mardan

Phone # 0937-840892

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Procuring Entity as defined in the Bidding Data hereinafter called “the Procuring Entity” invites bids for **Hiring of Vehicles, Machinery and Manpower for Solid Waste Management and Waste Water Management in WSSCM** described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “**Non-Consulting Services**”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.
- 1.3 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder / tenderer, bid / tender, bidding / tendering etc.) are synonymous.

IB.2 Source of Funds

- 2.1 The expenditure on this project will be met from the Public Funds of the Provincial Government of Khyber Pakhtunkhwa (GoKP), as defined in Rule-2(1) of KPPRA Procurement Rules or through a loan/credit from the source (s) as indicated in the Bidding Data in various currencies towards the cost of the Project specified in the Bidding Data and it is intended that part of these Public Funds or proceeds of this loan/credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works. **(Not Applicable for this Bid)**
 - b. Duly prequalified / enlisted with the Procuring Entity in the category relevant to the value of the Works **(Not Applicable)**
 - c. Is neither associated, nor has been associated, directly or indirectly, with the Consultants or any other entity that has prepared the design, specifications and other documents for the Project or being proposed for any position in the Project Management.
- 3.2 A bidder having a conflict of interest will be declared as non-responsive if the bidder has a close business relationship with the Procuring Entity’s professional personnel, who directly or indirectly involved in any part of: (i) the preparation of the bidding

documents for the Works, (ii) the Bid evaluation or (iii) the supervision of such Works.

- 3.3 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
- 3.4 Valid Income Tax Registration
- 3.5 Registration with EOBI and Social Security (If not register the bidder must register all the labour force within 15 days after winning the tender)
- 3.6 Valid Registration with Khyber Pakhtunkhwa Revenue Authority/Relevant Provincial Sales Tax Authorities
- 3.7 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Procuring Entity 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, 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. General Conditions of Contract, Part-I (GCC).
 4. Particular Conditions of Contract, Part-II (PCC).
 5. Specifications – Special Provisions.
 6. Specifications - Technical Provisions.
 7. Form of Bid & Appendices to Bid.
 8. Bill of Quantities (Appendix-D to Bid).
 9. Form of Bid Security.
 10. Form of Contract Agreement.
 11. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
 12. Drawings.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidders own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

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

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

IB.9 Amendment of Bidding Documents

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

C. PREPARATION OF

BIDS IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
 - (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
 - (i) Evidence of access to financial resources along with average annual construction turnover;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.
- and
- (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

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

and other pertinent information such as mobilization program etc;

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

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Procuring Entity regarding all matters related with and/or incidental to the

execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

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

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

IB.12 Bid Prices

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

12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Unit rate offered for an item shall be considered upto two significant decimal places for evaluation purposes. Items against which no rate or price is entered by a bidder will not be paid for by the Procuring Entity when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities. Corrections in rates and prices, if any, shall be made by crossing out, initialing, dating and re-writing.

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

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

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

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Procuring Entity's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.

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

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Entity may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects. The bidder shall bear all costs to be incurred on such extensions.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency. The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Procuring Entity valid for a period 10 days beyond the Bid Validity date.

- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 [“The bid security of the successful bidder be retained with the Procuring Entity till completion of the defect liability period and the amount of guarantee will be reduced by an equivalent amount”.]³
- 15.6 The Bid Security may be forfeited:
 - (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or

² Inserted by KPPRA Notification No. KPPRA/M&E/Estt:/1-12/2017-18 dated April 05 2018.

³ Substituted by KPPRA Notification No. KPPRA/M&E/Estt:/1-4/2016 dated May 24, 2016.

- (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

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

IB.17 Pre-Bid Meeting

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

- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Procuring Entity not later than seven (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 exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Entity, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.

19.2 The inner and outer envelopes shall:

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

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

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

IB.20 Deadline for Submission of Bids

- 20.1 (a) Complete Bids must be received by the Procuring Entity at the address specified no later than the time and date stipulated in the Bidding Data. In the event of the specified date for the submission of bids declared a holiday for the Procuring Entity, the Bids will be received up to the appointed time on the next working day.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

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

IB.21 Late Bids

- 21.1 (a) Any bid received by the Procuring Entity after the deadline for submission of bids prescribed in Clause IB.20 will be returned (17 unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office or due to any other reason, shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Procuring Entity prior to the deadline or the extended deadline pursuant to clause IB.20.2, for submission of bids.
- 22.2 The modification, substitution or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

F. IB.23 Bid Opening

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

location on the next working day. The bidders' representatives who are present shall sign a register evidencing their attendance.

- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.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 at the opening of bids.
- 23.4 Procuring Entity shall prepare minutes of the bid opening including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of the final result of the bid evaluation which shall be done at least ten (10) days prior to issue of Letter of Acceptance and place the same on its and Authority's Website (KP-PPRA Rule-45). The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Procuring Entity's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

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

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

IB.27 Correction of Errors

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

IB.28 Evaluation and Comparison of Bids

- 28.1 The Procuring Entity will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the bids, the Procuring Entity will determine for each bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation, including discounts or other price modification in the bids.

- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Procuring Entity's estimate of the cost of work to be performed under the Contract, the Procuring Entity may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Procuring Entity may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF

CONTRACT IB.29 Award

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

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

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

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

IB.31 Notification of Award

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

IB.32 Performance Security

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

IB.33 Signing of Contract Agreement

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

IB.34 General Performance of the Bidders

The Procuring Entity reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Procuring Entity may in case of consistent poor performance of any Bidder as reported by the Procuring Entity’s of the previously awarded contracts, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC) and KPPRA. Upon such reference, PEC / K P P R A in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case

including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

IB.37 Applicable Min. Wage Act

The quoted labor rate for manpower should not be less than the minimum wages as notified vide Khyber Pakhtunkhwa Minimum Wage Act 2013 revised from time to time. The labors are required for the activities of solid waste management and wastewater management, Sweeping of roads/streets etc. from open plots, roads, drains, streets etc. The labor rate should also include minimum wage, tools, personal protective equipment's etc. as per the requirement of the company with all applicable taxes. The labors are required to be available at the site of work by the supplier.

BIDDING DATA

NOTES ON BIDDING DATA

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

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

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

Bidding Data

(This section should be filled in by the Procuring Entity before issuance of the Bidding Documents.) The following specific data for the Works to be bid 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 are provided, as needed, in italics.]

Instructions to Bidders

Clause Reference

1.1 Name and address of the Procuring

Entity: Water & Sanitation Services Company Mardan (WSSCM), Muhabatabad Bungalow, Opposite Gulberg Town, Muhabatabad, Mardan Phone # 0937840892

1.1 Name of the Project & Summary of the Works:

Non-Consultancy Services “Hiring of Vehicles, Machinery and Manpower for Solid Waste Management and Waste Water Management in WSSCM”

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

Government of KP

8.1 Time limit for clarification:

3 days before last date of submission of bid

10.1 Bid language:

English

11.1 (b) Prequalification Information to be updated:

Open Bidding

11.1(c) Furnish Technical Proposal:

The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the Works.

13.1 Bidders to quote entirely in Pak. rupees

14.1 Period of Bid Validity:

90 days

15.1 Amount of Bid Security:

2% of the total bid price in shape of CDR in favor of Chief Executive officer WSSC Mardan.

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

A pre-bid meeting will be held with the interested bidders on 19th September 2024 at 03:00 PM in the Conference Room of Water & Sanitation Services Company Mardan

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

One original in sealed envelop

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

Water & Sanitation Services Company Mardan (WSSCM), Muhabatabad Bungalow, Opposite Gulberg Town, Muhabatabad, Mardan Phone # 0937840892

19.2(b) Name and Number of the Contract:

Hiring of vehicles, Machinery and Manpower for Solid Waste Management & Waste Water Management in WSSCM

20.1(a) Deadline for submission of bids:

Last date of submission is 30th September, 2024 at 03:00pm

23.1 Venue, time, and date of Bid opening:

On 30th September, 2024 at 03:30pm in the office of Water & Sanitation Services Company Mardan (WSSCM), Muhabatabad Bungalow, Opposite Gulberg Town, Muhabatabad, Mardan Phone # 0937840892

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

10% performance security (2% CDR and 8% additional) will be in the form of CDR, Bank Guarantee or insurance bond from any insurance company having at least AA rating under Pakistan Credit Rating Agency (PACRA) / Japan Credit Rating (JCR-VIS) with provision of indemnity bond on stamp paper of worth 500 or above duly attested by the concerned authority.

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID

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

To:

Gentleman,

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

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

Dated this _____ day of _____ 20_____

Signature: _____

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

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____

SPECIAL STIPULATIONS

**Clause
Special
Condition**

ITB Ref	Description	Detail
ITB Clause 1.1	Bid reference number	CEO/WSSC/Hiring Services/Mardan
ITB Clause 2.1	Name of Client & source of funds	Water & Sanitation Services Company Mardan (WSSCM)
ITB Clause 3.1	Name of Services	Hiring of Vehicles, Machinery and Manpower for Solid Waste Management and waste water management in WSSCM
ITB Clause 6.1	Commencement date of provision of Bidding Document	As per NIT
ITB Clause 6.1	Closing date of Bid	As per NIT
ITB Clause 8.1	Bidding procedure	Single Stage Two Envelop Procedure
ITB Clause 8.2	Method of determining Best evaluated lowest financial Bid	Technical and Financial evaluation as per the KPPRA rules
ITB Clause 10.1	Clarification(s) on Bidding Documents	As per Bidding Documents
ITB Clause 11	Pre-Bid meeting date, time and venue	As per NIT
ITB Clause 13	Language of bid	English
ITB Clause 14.2	Specific Description of Goods in the Bidding Documents	Quotations shall be submitted as per specification mentioned in the SBD.
ITB Clause 15.4	Bid Price	Bid Price shall be inclusive of all duties and taxes.
ITB Clause 16	Currency of Bid	PKR
ITB Clause 18.1	Name of the Bid Form	Bid Form 3(A)& (B)
ITB Clause 19.1	Name of the Bid Form	Bid Cover Sheet& Bid Form 2 (Affidavit)
ITB Clause 20	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to 2% of the bid price in the name of CEO WSSC Mardan
ITB Clause 21	Bid validity period	90 days
ITB Clause 24	Last date and time for the receipt of bidding document	As per NIT
ITB Clause 27	Date, time and venue of opening of technical bids	As per NIT
ITB Clause 37	Award Criteria	Section 2 (c)(ii) of KPPRA Act 2012
ITB Clause 40	Duration & Type of Contract	Six Months (FY 2024-25) and Framework Agreement
ITB Clause 44	Performance Guaranty / Performance Security	The Performance Security May be up to 10% of the total contract price in the shape of CDR, Bank guarantee or Insurance bond

⁴ Substituted by KPPRA Notification No. KPPRA/M&E/Estt:/1-4/2016 dated May 24, 2016.

⁵ Interest/markup on Mobilization Advance is waived off by KPPRA Notification No. KPPRA/M&E/1-2/2014-15 dated June 15, 2015.

FOREIGN CURRENCY REQUIREMENTS

Not applicable

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

Not applicable

Evaluation Criteria

Section V. Technical & Tender Evaluation Criteria complete scope of work

i. Technical Evaluation Criteria

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing. The Bids which do not conform to the Technical Specifications or Bid terms & conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

<u>Category</u>	<u>Description</u>	<u>Status</u>	<u>Score</u>
Legal Parameters	Certificate of Company / Firm Registration (FBR / SECP)	Mandatory	No score being mandatory
	Valid Income Tax Registration (Active Tax Payer List (ATL) with FBR)	Mandatory	-
	Valid Registration with Khyber Pakhtunkhwa Revenue Authority/Relevant Provincial Sales Tax Authorities (Active Tax Payer List (ATL) with FBR)	Mandatory	-
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Mandatory	-
	Submission of undertaking on legal valid and attested stamp paper that the firm is financial sound enough to pay at least 2 months of dues to all labour force / vehicles / machinery in case of payment delay by WSSCM.	Mandatory	-
	Fully functional Offices/ Infrastructure Presence, (maximum 10 marks) (Valid / Current Lease agreement shall be submitted with Technical bid)	--	Mardan: 10 marks Provincial/National: 5 marks
	In case of similar ongoing projects having minimum worth 02 million of similar nature of work with Government Departments or any procuring Entity, each project shall carry 05 marks max 10 marks.	--	10
	Experience in completed projects (to be evaluated through Work Orders/Purchase orders and Extension letter/ Completion certificate) of similar nature of work with Government Departments or any procuring Entity for the past maximum of 10 years (10 marks per project with a maximum of 20 marks). No marks will be given if work order and completion certificate is not provided.	--	20
	Value of the similar nature completed projects / Extension letter for the next tenure in the last 10 years shall not be less than 10 million each. 10 marks shall be carried for each project up to max 30 marks	--	30
Financial Capability: (Bank statement of last 02 years). Annual Transaction of up to 20 million = 08 Annual Transaction of up to 40 million = 16 Annual Transaction of more than 50 million = 20	--	20	

	Personnel & Equipment Availability: 1. List of Personnel & Equipment Available. 2. Minimum 02 supervisory staff for supervising field activities and for liaison with WSSCM. (Details & work experience of the staff be given) 5 marks to each point	--	10
	TOTAL SCORE		100
Bid obtaining 60% score will be considered as eligible.			

ii. Financial Evaluation Criteria: -

All the participated bidders shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Procuring Agency accordingly (shall be communicated via email after technical evaluation). The Financial bid of those bidders technically not qualified will be returned in sealed condition / un opened. The technically qualified bidder who quoted the lowest bid shall be declared as qualified bidder based **on least cost method**.

1. Financial Proposal evaluation will be conducted under the Khyber Pakhtunkhwa Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Client, the contractor shall be bound to adjust the same in the Financial Proposal.

2. In cases of discrepancy between the unit cost and total cost, the unit cost will be consider and the total cost will be consider after recalculation and removing of any errors if found. In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.

3. In evaluation of the price of articles/goods/services, which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

4. The Client will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

Appendix-D to Bid

BILL OF QUANTITIES**A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together
With all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. Unit rates must be offered in two decimal places for an item. In case the bidder quotes rates for an item in more than two decimal places, the same shall be considered upto two significant decimal places for evaluation purposes. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

8. The procuring entity will provide fiber glass hand carts to the selected contractor. During the Contract period if any of the hand cart is damaged, the Contractor will be responsible to repair or replace the damaged hand cart at his own risk & cost.
9. WSSCM will present the sample of uniform and other PPEs, tools etc at pre-bid, and the successful contractors will be bound to provide the uniform, PPEs and tools etc according to the WSSCM sample during the contract period. Moreover, the contractor shall be responsible to provide neat and clean uniform in good condition during the Contract period.
10. The Contractor will provide rains coat, gumboots, gloves, spades and PPEs to all workers during the entire period of contract. However, the number of workers can increase or decrease as per daily requirement.
11. The contractor shall provide Brooms to all workers during the entire period of contract. However, the number of workers can increase or decrease as per daily requirement.
12. The Contractor will provide 40 number of waders and in case of any worn out, the replace will be provided.
13. All the uniform, handcarts, tools, raincoat, gumboots, waders, gloves will be counted and checked by the WSSCM concerned management staff and will be later on distributed to the field staff by the contractor after inspection and verification of the WSSCM management staff.
14. The Contractor will be responsible to deposit all the hand carts to WSSCM at the end of the Contract.
15. The contractor will provide 18 Number of LTV drivers however the Number can be increased or decreased as per daily requirement.
16. The Contractor will provide 08 number of HTV drivers, however the numbers can be increased or decreased as per daily / monthly requirement.

Appendix-D to Bid

BILL OF QUANTITIES

HIRING OF VEHICLES, MACHINERY AND MANPOWER FOR SOLID WASTE MANAGEMENT AND WASTE WATER MANAGEMENT IN WSSCM

(LOT # 02)

S/No	Description	Unit	No of man-days	Quantity	Unit rate per man day	Total Amount (Rs)
1	Man power for cleaning of drain, clearing/lifting of solid waste, filling of trollies and sweeping of roads/streets or as directed by the concerned manager for any kind of services related to sanitation Also include the cost of Spades, uniform, waders, raincoats, gum boats and PPEs will be provided by the Contractor as per Client requirements as mentioned in preamble).	Per day (not exceeding 08 hours)	17,000	1		
2	Drivers for Suzuki Mini dumpers, Dung Feng, etc (LTV), Pool Vehicles with Uniform and PPEs will be provided by the contractor as per client requirement and as mentioned in the preamble.	Per day (not exceeding 08 hours)	3,060	1		
3	Drivers for Arm Rolls, Tractors, Road Washer, Water Tanker etc (HTV), Pool Vehicles with Uniform and PPEs will be provided by the contractor as per client requirement and as mentioned in the preamble.	Per day (not exceeding 08 hours)	2,920	1		
4	Skilled Labours (Mason, plumber, welder, electrician, Excavator driver, field supervisor etc with Uniform and PPEs will be provided by the contractor as per client requirement as mentioned in the preamble.	Per day (not exceeding 08 hours)	170	8		
Total (A)						
S/No	Description	Unit	No of Months/hours	Quantity	Unit Rate per Month/hour	Total Amount (Rs)
5	Provision of Tractor with Trolley of 250 CFT capacity along with driver and Hydraulic jack facility for unloading with branding, tracking system and without fuel	Per Month	06	02		

6	Provision of Tractor with Trolley of 50 CFT capacity along with driver (Uniform and PPEs will be provided to driver) and Hydraulic jack facility for unloading with branding, tracking system and without fuel as per client requirement	Per Month	06	01		
7	Tractor with blade along with driver (Uniform and PPEs will be provided to driver), with branding, tracking system and without fuel as per client requirement	Per Month	06	01		
8	Tractor with showel along with driver (Uniform and PPEs will be provided to driver), branding and tracking system and without fuel as per client requirement	Per Month	06	01		
9	Three-wheeler (150cc to 200cc) motorcycle with Trolley with driver (Uniform and PPEs will be provided to driver), branding, tracking system and without fuel as per client requirement	Per Month	06	08		
10	Excavator Hitachi ranging 50 to 70 with various attachments (buckets, jack hammer etc) or equivalent with fuel	Per Hour	48	01		
11	Excavator Hitachi ranging 130 to 150 with various attachments (buckets, jack hammer etc) or equivalent with fuel	Per Hour	240	01		
	Total B (Rs.)					
	Grand Total A+B					

Special Remarks: The Contractor must pay Rs 1,385/- per day to Labour and LTV Drivers, Rs 1,800/- per day to HTV Drivers and Rs 2,000/- per day to Skilled Workers and Excavator Driver. Noncompliance will lead to cancelation of contract immediately.

Amount in Figure: _____

Authorized Signature: _____

Name & Designation: _____

Company Seal: _____

Uniform Specification

HIRING OF VEHICLES, MACHINERY AND MANPOWER FOR SOLID WASTE MANAGEMENT AND WASTE WATER MANAGEMENT IN WSSCM

(LOT # 02)

S.NO	Description	Specification
1	Uniform of Drivers	Two-piece coverall (Grey) Crew Neck Shirt (Grey) P-Cap Shoes Safety jackets (Orange)
2	Uniform of Man power	Two-piece coverall (Orange) Crew Neck Shirt (orange) P-Cap Raincoat Gum boots Safety jackets (Orange) Waders Safety Gloves Shoes

Special Terms and Condition

- The vehicles offered on rent should be in excellent condition, having functional odometers, lighting system, tires in good condition etc. and the manpower should be well trained for such like activities.
- The Contractor/Firm shall be responsible to provide proper uniform/Personal protective equipment/tools and equipment to the hired staff duly approved by the Client. In case of tattered Uniform shoes, PPEs and Tools the contractor will be fined @ 100 per capita per day and the amount will be deducted from his monthly bill. The client will be requiring the vehicles/manpower mentioned in the BOQ, which may vary according to demand for the period of 06 months or as mentioned in the BOQ, which can be extended according to the nature of work. The Contractor/Firm will provide all vehicles of model 2015 or above.
- The contractor will make sure to provide such manpower who will be willing to perform duty in first and second shift in proper uniform. Anybody unwilling for duty in uniform will not be allowed.
- WSSCM reserve the right to use the all items in the BOQ, Increase or decrease and not use any item of the BOQ as per its financial condition and site requirement.
- In case of repair, if the vehicle takes more than three hours, the firm shall provide alternate similar vehicle on urgent basis without any delay or complete the assignment given to him that day, for which no extra charges will be paid by the client
- On special events/occasions/public holidays, the Contractor/Firm will provide machinery and manpower as per procuring entity requirement at the same approved rates and the procuring entity will not pay any extra charges.
- The Contractor/Firm will arrange minimum two supervisory staff, on the contractor cost, for supervising field activities and for liaison with WSSCM.
- The Contractor/Firm must ensure the arrangement of vehicles and manpower (skilled and unskilled) at the designated place(s) as and where demanded by the procuring agency.
- The drivers must have valid driving license and must be well versed with the prevailing traffic rules and regulations. In case of any fine/penalty imposed on the driver by the law enforcing authorities, the WSSCM will not bear any responsibility for payment of penalties/fines. This will be the wholly solely responsibility of the Contractor/Firm.
- The procuring agency shall not be responsible for any human loss / injury due to accident, theft or any natural cause to driver, Contractor's vehicles and Client vehicles / Equipment. The Client shall not be made party to any legal act/proceedings/compensations occurring due to these aforementioned reasons.
- The Contractor/Firm shall be responsible for maintaining the log books of hired vehicles as well as WSSCM vehicles duly endorsed by WSSCM representatives.
- The Contractor/Firm shall ensure to install vehicle tracking system in each vehicle except excavator for efficient monitoring and generating of proper reporting for WSSCM management.
- The Contractor/Firm will ensure working of vehicles and manpower for not less than 08 hours per day.
- The Contractor/Firm must ensure the arrangement of manpower (skilled /medically fit/with no criminal record) at the designated place as and where demanded by the client.
- Driver will be hired after driving test in the presence of WSSCM management staff.
- That the completion period of this Contract shall be 180 days, commencing from the date of work order or as per WSSCM directions / Request. The contract can be extended on mutual agreement on both the parties.
- The Contractor/Firm should mobilize its Manpower within one week time from the date of issuance of work order. In case of non-compliance penalty @ RS. 100,000 per day shall be imposed.

- The Contractor/Firm will be responsible for provision of manpower for solid waste and waste water management i.e., second shift sweeping includes beat plan, drain cleaning, containers management and beat management or any other work assigned by concerned management for 08 hours/day & 6 days / week on monthly basis.
- The Contractor/Firm will ensure manpower on public holidays.
- The Contractor/Firm will arrange alternative within 24 Hours in case any worker refuses to perform duty.
- In case of leave/any emergency, Contractor/Firm will provide alternate worker within 2 hours, If Contractor/Firm fails to arrange alternate worker penalty amounting to Rs. 3,000/day/person shall be imposed.
- The contractor shall dispose the collected waste into the designated containers/notified point otherwise the strict disciplinary action along with deduction of 2,000/complaint.
- The rates should be valid till the contract expiration date. Contract shall be entered with the bidder on least cost basis and no increase, due to any reason, in the rates shall be acceptable during the validity of the contract period.
- The bidders should respond, start work and report progress within 24 hours to the complaint assigned by the officer In-charge failing to which will lead to the penalty of 3,000/day.
- Tenders will be received only along with bidding documents duly signed by Chief Executive/authorized person of the firm.
- Blacklisted Contractors should not apply.
- The contractor shall provide CNIC number of all employees with cell number of employees allocated to WSSCM.
- Services should be according to the client's requirement. No amendment in tender form (in specification) will be accepted and such forms shall be rejected.
- The payment shall be made after the submission of Invoice on monthly basis by the contractor and verified by WSSCM authorized department through crossed cheque.
- In case of provision of poor-quality service/not abiding by the instruction of the client the penalty up to Rs. 10,000/- per day can be imposed to the Contractors.
- A rate contract (copy attached) shall be signed by the successful bidder and WSSCM and all terms and conditions would be binding on both parties.
- The bidder / Supplier should be a registered entity with taxation authorities. The bidder should have sufficient experience in the field.
- The quoted rates should be inclusive of all applicable taxes and other relevant charges.
- The procuring entity will deduct taxes, duties (Including Stamp duties) and other relevant charges as prescribed and amended from time to time by tax authorities / Government.
- Competent Authority reserves the right to reject the tender at any stage with cogent reason as per KPPRA rules and regulations.
- No Advance payment shall be made to the Successful bidder.
- In case of providing poor Performance, the client has the right to cancel the contract and impose ban for participating in the next bidding process of WSSCM.
- Any disfiguring / over writing, manipulation in the tender shall be liable to rejection or Incomplete / conditional bids shall not be acceptable.
- Any deviation from above mentioned conditions will automatically lead to cancellation of the Contract.
- The contractor will responsible to immediately replace contractor employee if misbehave with the WSSCM staff.
- Social Security and old age benefit percentages on Salary of daily wage labor will be as per Khyber Pakhtunkhwa prevailing rates, revised accordingly.

- The payment will be made as per the actual work done i.e. labor provided for job. For gazetted holidays and for Sundays, if labor required, the company management will inform the bidder and no extra payment will be made in this regard and being paid as per actual work done.
- The Number of labor can be increased/decreased as per demand of the zonal staff and same will be communicated to the Contractor for timely provision.
- The Contractor will be bound to provide required labour during any natural emergency, public events, the labors have to work till late time and no overtime claim of the Contractor will be entertained for that. The contractor should accommodate extra work during special occasions while quoting his rates.
- Arrangement of parking yard at suitable location for vehicles and machinery etc will be the responsibility of the contractor.

BE-1

Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE (NOT APPLICABLE)

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

<u>Description</u>	<u>Time for Completion</u>
a) Whole Works	_____ days
b) Part-A	_____ days
c) Part-B	_____ days
d) _____	_____ days
e) _____	_____ days

METHOD OF PERFORMING THE WORK (NOT APPLICABLE)

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

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

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.]

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						

Appendix-H to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

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

Appendix-I to Bid

LIST OF SUBCONTRACTORS (NOT APPLICABLE)

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

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

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

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

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

Monthly Payment	Amounts
1st Month	
2nd Month	
3rd Month	
4th Month	
5th Month	
6th Month	
7th Month	
8th Month	
9th Month	
10th Month	
11th Month	
12th Month	
Total Bid Price	

BK-1

Appendix-K to Bid

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

(INTEGRITY PACT)

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

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

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

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

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

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

FORMS

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

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees . _____ (Rs. _____)

Bid Reference No. _____

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

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

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

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

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

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

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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____ Name _____

_____ Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

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

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring Entity]

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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

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

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

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

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

Guarantor (Bank)

Witness:

1.

Signature

Name _____

Title _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

DRAFT CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONTRACT FOR HIRING OF VEHICLES, MACHINERY AND MANPOWER FOR SOLID WASTE MANAGEMENT & WASTE WATER MANAGEMENT

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into as of December 13, 2021 by and between **Water and Sanitation Services Company Mardan** (“WSSCM”) having an address located at Muhabbatabad Bungalow, Opposite Gulberg Town, Muhabbatabad Mardan and M/S _____ having its office at _____ (“Contractor”) (Hereinafter, each a “Party”, and collectively the “Parties”).

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. General Conditions of Contract
 - b. Special Conditions of Contract
 - c. Schedule of Requirements.
 - d. Technical Specifications.
 - e. Price Schedule submitted by the Bidder.
 - f. Acceptance Letter
 - g. Performance Security
 - h. Work Order

2. WSSCM advertised a tender notice in the national press for “Hiring of Vehicles and Man power for solid Waste and Waste Water management in WSSCM” with job description as per BOQ as defined in this Contract (Hereinafter called the Services).

3. The Contractor, being the lowest bidder, has been selected on the criteria of least cost and is willing to provide the Services on the terms and conditions set forth in this Contract.

4. The Contractor shall provide the vehicles / machinery in excellent running condition, having functional odometers, lighting system, tires in good condition etc and the manpower should be suitable and fit for such like activities. The Contractors will be responsible to provide proper uniform/Personal protective equipment/tools, equipment and Fiber glass hand carts to the hired staff duly approved by the Client. In case of not fulfilling the above requirement or tattered Uniform, shoes, PPEs and Tools the contractor will be fined @ 100 per capita per day and the amount will be deducted from his bill. The client will be requiring the vehicles/manpower mentioned in the BOQ, which may vary according to demand for the period of 12 months or as mentioned in the BOQ, which can be extended according to the nature of work. The Contractor/Firm will provide all vehicles of model 2015 or above.

5. The Contractor shall submit the registration documents of vehicles mentioned in BOQ except excavators at the time of issuing work order.

6. The Contractor shall be responsible for covering of all vehicles during transportation of solid waste / silt and keeping all the vehicles clean during working.

7. WSSCM reserve the right to use all items of BoQ, increase or decrease and not use any item of the BoQ as per its financial condition and site requirements.
8. The Contractor shall submit his IPC for payment at the end of each month.
9. The payment shall be made to the Contractor within Fifteen working days after necessary processing subject to verification from WSSCM field staff. All payment to the Contractor shall be made through cross cheque.
10. The Contractor shall submit IPC along with all supporting documents that includes Vehicles Log Books, Daily Attendance Sheet of the labor force, List of registered labour with ESSI, EOBI and monthly contribution deposited to ESSI and EOBI duly signed by the representatives of both the parties. If any document is missing IPC will not be processed.
11. WSSCM shall be responsible to provide POL i.e. Fuel to all the sanitation vehicles except at Sr. No. 10,11 as mentioned in the BOQ.
12. The rate provided for hourly, daily and monthly services under this contract shall remain the same throughout the contract duration.
13. The Contractor shall be fully responsible for all the liabilities related to his staff/drivers etc.
14. WSSCM shall deduct Income Tax, KPRA, Sales Tax and any other taxes, if applicable, from the Contractor bill as per prescribed rates of the Government.
15. The Contractor shall provide services according to the needs and requirements of the Client, in case of poor quality services or non-compliance, the client has the right to deduct @ 0.5 % with maximum up to 10 % of the running IPC.
16. WSSCM without prejudice to any other remedy for breach of contract, by written notice (60 days prior) of default sent to the Contractor may terminate this contract in whole or in part:
 - a) If the Contractor fails to supply hiring of the desired machinery and manpower (Services).
 - b) If the Contractor fails to perform any other obligation under this contract.
 - c) If the Contractor in the judgment of the procuring agency has engaged in corrupt or fraudulent practices in executing the contract.
17. Both the party will terminate this contract by giving 60 days prior notice to each other for termination.
18. The Contractor shall ensure paying minimum wage to all the labor force as per Government Policy. In this connection both the parties (i.e. WSSCM & Contractor) will strictly abide by the Government notification issued from time to time.
19. As per law the Contractor has to register his labor force/drivers with EOBI, Social Security etc. If the client is penalized by concern authorities due to non-compliance by Contractor, the Client will deduct the principal amount for registration (if applicable) along with a penalty imposed by the concerned authorities. Furthermore, the Client reserves the right to impose additional penalty if deemed appropriate.

20. The contractor shall provide EOBI & ESSI registered labour force. In case of unregistered labour the contractor will ensure the registration of labour force with ESSI and EOBI.
21. The contractor will provide list of all labour force with EOBI and ESSI registration number with his monthly IPC.
22. The contractor shall submit the ESSI and EOBI Contribution slip with monthly IPC.
23. On special occasions like Eid ul Fitr, Eid ul Adha, Muharram, any other Emergency etc, the Contractor shall ensure that no vehicle shall left the cite before prior approval of management, failing which the vehicles shall be marked absent for the whole day and the contractor shall provide alternate arrangements for which no extra charges will be paid.
24. The vehicles, machinery and man power provided by the Contractor shall strictly follow operations timing schedule for 08 hours working a day provided by the client. If any vehicle and machinery found wasting time in the field or making less trips during its working hours or not abiding the working timings; the attendance of the vehicles/machinery will not be recorded and penalty will also be imposed on the running IPC as per clause (15) of this contract Agreement.
25. The terms of the contract shall be for 06 months for its sustainability, commencing from --- to ---- or as per direction of the Client. The Client reserves the rights to reduce the period of sustainability from 06 months to any period. This contract may be extended in the same rates with the mutual consent of both the parties.
26. The Contractor shall be responsible for maintenance of all the hired vehicles provided under this contract.
27. The Contractor shall be responsible for branding of all vehicles under this contract as per approval of WSSCM Management. Failure to comply with the condition, the Client may impose a penalty as per clause (15) of this contract Agreement.
28. In case of theft, snatching or total loss to the vehicles through accident or any other act of violence, the Contractor shall be responsible only and client shall not be made a party to any legal act/proceedings.
29. WSSCM shall not be responsible for any human loss / injury due to accident, theft or any natural cause to the vehicle or third party. The client shall not be made party to any legal act / proceedings.
30. In case of repair, if the vehicle(s) take more than three hours, the Contractor shall provide replacement of similar vehicle on urgent basis without any delay and complete the assignment(s)/ required working hours, for which no extra charges will be paid by the client. Failure to comply with the condition the client may impose penalty as per Clause (15) of this contract Agreement.
31. The Contractor shall have enough capacity to provide emergency light system while working at night time.
32. All the labor force must be in proper uniform approved by the client. Failure to comply with the condition the client may impose penalty @ Rs. 100/day/ worker.
33. The Contractor shall arrange minimum two supervisory staff, on the supplier's cost, for supervising field activities and for liaison with WSSCM staff.

34. The Contractor must ensure the arrangement of vehicles and manpower (skilled and unskilled) at the designated place(s) as and where demanded by the client.
35. The drivers must have valid driving license and must be well versed with the prevailing traffic rules and regulations. In case of any fine/penalty imposed on the drivers by the law enforcing authorities, the WSSCM will not bear any responsibility for payment of penalties/ fines. This will be the sole responsibility of the Contractor.
36. The drivers provided by the Contractor for the WSSCM vehicles shall be educated, physically fit and well trained to maintain the log books, maintenance record, abide by the traffic rules and take care of the vehicles. The drivers shall be hired after driving test in the presence of WSSCM management staff. They will check lubricants, coolants etc. on daily basis and will keep the vehicles clean and the drives will avoid over speeding.
37. The Contractor shall be responsible for maintaining the log books of hired vehicles as well as Client vehicles duly endorsed by Client representatives.
38. The Contractor shall ensure to install vehicle tracking system having computability with mobile phone in each vehicle except excavator for efficient monitoring and generating of proper reporting for WSSCM management. In case the contractor fails to install the vehicle tracking system, penalty @ Rs.400/vehicle/day will be imposed on the Contractor running IPC.
39. The procuring entity will provide fiber glass hand carts to the contractors. During the Contract period if any of the hand cart is damaged, the Contractor will be responsible to repair or replace the damaged hand cart at his own risk & cost.
40. The contractor will provide “job specific” uniform, PPEs and tools according to the WSSCM approved sample during the contract period. Moreover, the contractor shall be responsible to provide neat and clean uniform in good condition during the Contract period.
41. The Contractor will provide 40 number of waders and in case of any worn out, the replace will be provided.
42. All the uniform, handcarts, tools, raincoat, gumboots, waders, gloves will be counted and checked by the WSSCM concerned management staff and will be later on distributed to the field staff by the contractor after inspection and verification of the WSSCM management staff.
43. The contractor will provide 18 Number of LTV drivers however the Number can be increased or decreased as per daily requirement.
44. The Contractor will provide 08 number of HTV drivers, however the numbers can be increased or decreased as per daily / monthly requirement.
45. The Contractor will make sure to provide such manpower who will be willing to perform duty in first and second shift in proper uniform. Anybody unwilling for duty in uniform will not be allowed.
46. The Contractor shall ensure provision of manpower, vehicles and machinery as per Client requirement on public holidays and events.
47. The contractor will be responsible to immediately replace its employee, In case of any misbehavior or any other unlawful act.
48. No Advance payment shall be made to the Successful bidder.

49. Social Security and old age benefit percentages on Salary of daily wage labor will be as per Khyber Pakhtunkhwa prevailing rates, revised accordingly.
50. The payment will be made as per the actual work done i.e. labor provided for job. For gazetted holidays and for Sundays, if labor required, the company management will inform the bidder and no extra payment will be made in this regard and being paid as per actual work done.
51. Arrangement of parking yard at suitable location for vehicles and machinery etc will be the responsibility of the contractor.
52. Any other addition in the contract shall be made with the mutual consent of both the parties.
53. Other terms and conditions provided in the bidding documents and NIT shall be applicable on the Contractor.
54. In case of any dispute between the parties, the parties shall try to amicably resolve the dispute amongst themselves.
55. This contract is prepared in 2 original copies, 1 each for either party.

IN WITNESS WHEREOF, the Parties to this Agreement by their duly authorized representatives have executed this Agreement as of the date first above written.

Stamp and Signature
 For and on behalf of WSSCM, Mardan
CHIEF EXECUTIVE OFFICER
Water and Sanitation Services Company, Mardan

WITNESSES:

1. _____

2. _____

Stamp and Signature
 For and on behalf of the

WITNESSES:

1. _____

2. _____

MOBILIZATION ADVANCE GUARANTEE (NOT APPLICABLE)

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Procuring Entity') has entered into a Contract for _____
(Particulars of Contract)
with _____ (hereinafter called the "Contractor").

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

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

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

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

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

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

(Date)

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

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

GUARANTOR (BANK)

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

WITNESS

1. _____

Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Guarantor(Seal)

[Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

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

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

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

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

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

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



**FEDERATION INTERNATIONALE DES
INGENIEURS-CONSEILS**

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

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

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

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

FIDIC SECRETARIAT
P.O BOX NO. 86
1000 Lausanne 12
Switzerland

e-mail fidic.pub@fidic.org-FIDIC.org/bookshop

TABLE OF CONTENTS

PART II - PARTICULAR CONDITIONS OF CONTRACT

Clause	Title	Page
1.1	Definitions	71
2.1	Engineer's Duties and Authority	71
2.2	Engineer's Representative	73
2.7	Engineer Not Liable	73
2.8	Replacement of the Engineer	73
5.1	Language(s) and Law	73
5.2	Priority of Contract Documents	73
6.6	Shop Drawings	74
6.7	As-Built Drawings	74
10.1	Performance Security	74
10.4	Performance Security Binding on Variations and Changes	75
14.1	Program to be Submitted	75
14.3	Cash Flow Estimate to be Submitted	75
14.5	Detailed Program and Monthly Progress Report	75
15.2	Language Ability of Contractor's Representative	76
15.3	Contractor's Representative	76
16.3	Language Ability of Superintending Staff of Contractor	76
16.4	Employment of Local Personnel	76
19.3	Safety Precautions	76
19.4	Lighting Works at Night	77
20.4	Procuring Entity's Risks	77
21.1	Insurance of Works and Contractor's Equipment	77
21.4	Exclusions	78
25.5	Insurance Company	78
31.3	Co-operation with Other Contractors	78
34.2	Rates of Wages and Conditions of Labour	78
34.3	Employment of Persons in the Service of Others	78
34.4	Housing for Labour	78
34.5	Health and Safety	79
34.6	Epidemics	79
34.7	Supply of Water	79
34.8	Alcoholic Liquor or Drugs	79
34.9	Arms and Ammunition	79
34.10	Festivals and Religious Customs	79
34.11	Disorderly Conduct	80
34.12	Compliance by Subcontractors	80
35.2	Records of Safety and Health	80
35.3	Reporting of Accidents	80
36.6	Use of Pakistani Materials and Services	80
41.1	Commencement of Works	80
47.3	Bonus for Early Completion of Works	81
48.2	Taking Over of Sections or Parts	81
51.2	Instructions for Variations	81

TABLE OF CONTENTS

PART II - PARTICULAR CONDITIONS OF CONTRACT

Clause	Title	Page
52.1	Valuation of Variations	81
53.4	Failure to Comply	81
54.3	Customs Clearance	81
54.5	Conditions of Hire of Contractor's Equipment	81
59.4	Payments to Nominated Sub-contractors	81
59.5	Evidence of Payments	82
60.1	Monthly Statements	82
60.2	Monthly Payments	82
60.10	Time for Payment	82
60.11	Secured Advance on Materials	83
60.11	Financial Assistance to Contractor	83
63.1	Default of Contractor	85
65.2	Special Risks	85
67.3	Arbitration	85
68.1	Notice to Contractor	85
68.2	Notice to Procuring Entity and Engineer	86
70.1	Increase or Decrease of Cost	86
73.1	Payment of Income Tax	87
73.2	Customs Duty & Taxes	88
74.1	Integrity Pact	88
75.1	Termination of Contract for Procuring Entity's Convenience	88
76.1	Liability of Contractor	88
77.1	Joint and Several Liability	89
78.1	Details to be Confidential	89

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

1.1 Definitions

(a) (i) The Procuring Entity is
.....
.....(insert name along with his full address).

(a) (iv) The Engineer is
.....(insert name of the Firm/Company/Person nominated as Engineer alongwith his full address), or any other competent person appointed by the Procuring Entity, 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.

The following paragraph is added:

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

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

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

The following paragraph is added:

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

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

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

2.1 Engineer's Duties and Authority

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

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

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

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

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

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

2.2 Engineer's Representative

The following paragraph is added:

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

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

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

2.8 Replacement of the Engineer

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

5.1 Language(s) and Law

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

5.2 Priority of Contract Documents

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

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

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

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

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

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

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

6.7 As-Built Drawings

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

10.1 Performance Security

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

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

The following Sub-Clause 10.4 is added:

⁶ Words "(c) an insurance company having at least AA rating from PACRA/JCR" deleted by KPPRA Notification No. KPPRA/M&E/Estt:/1-4/2016 dated May 24, 2016.

10.4 Performance Security Binding on Variations and Changes

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

14.1 Program to be Submitted

The program shall be submitted within 42 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- i) a Bar Chart identifying the critical activities.
- ii) a CPM identifying the critical path/activities.
(Procuring Entity to select appropriate one)

14.3 Cash Flow Estimate to be Submitted

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

The following Sub-Clause 14.5 is added:

14.5 Detailed Program and Monthly Progress Report

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed program for the following:
 - (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Local Material Procurement;
 - (4) Material Imports, if any; and
 - (5) Other details as required by the Engineer.

- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8 day of the following month, 5 copies each of Monthly Progress Reports covering:
 - (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his program of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress ;and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.

- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The

daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 Language Ability of Contractor's Representative

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

15.3 Contractor's Representative

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

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

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

16.4 Employment of Local Personnel

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

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

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

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

19.4 Lighting Work at Night

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

20.4 Procuring Entity's Risks

The Procuring Entity's risks are:

Delete the text and substitute with the following:

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

21.1 Insurance of Works and Contractor's Equipment

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

21.4 Exclusions

The text is deleted and substituted with the following:

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

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

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

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

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

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

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

34.3 Employment of Persons in the Service of Others

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

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and

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

34.5 Health and Safety

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

34.6 Epidemics

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

34.7 Supply of Water

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

34.8 Alcoholic Liquor or Drugs

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

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

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

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

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

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

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

35.3 Reporting of Accidents

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

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

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

41.1 Commencement of Works

The text is deleted and substituted with the following:

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

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

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

48.2 Taking Over of Sections or Parts

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

51.2 Instructions for Variations

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

52.1 Valuation of Variations

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

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.3 Customs Clearance

(Procuring Entity may vary this Sub-Clause)

54.5 Conditions of Hire of Contractor’s Equipment

The following paragraph is added:

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

The following Sub-Clauses 59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

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

59.5 Certification of Payments & Nominated Subcontractors

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

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

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

60.1 Monthly Statements

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

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

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

60.2 Monthly Payments

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

60.10 Time for Payment

The text is deleted and substituted with the following:

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

The following Sub-Clause 60.11 is added:

60.11 Secured Advance on Materials

- a) The Contractor shall be entitled to receive from the Procuring Entity Secured Advance against an indemnity bond acceptable to the Procuring Entity of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (1) The materials are in accordance with the Specifications for the Permanent Works;
 - (2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
 - (3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefor;
 - (5) Ownership of such materials shall be deemed to vest in the Procuring Entity and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Entity; and
 - (6) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.
- (b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

60.11 Financial Assistance to Contractor

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

(Appropriate alternative only to be retained)

Alternative One: Mobilization Advance

- (a) An interest-free Mobilization Advance 10-15 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Entity to the Contractor in two equal parts
- (b) upon submission by the Contractor of a Mobilization Advance Guarantee/ for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan :
 - (1) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and
 - (2) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor.
- (b) This Advance shall be recovered in equal installments; first installment at the expiry of third month after the date of payment of first part of Advance and the last installment two months before the date of completion of the Works as per Clause 43 hereof.

Alternative Two: Mobilization/ Demobilization Cost

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

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

constructed facilities and for demobilization as per schedule of payment to be submitted by the Contractor in accordance with Clause 57.2 and approved by the Engineer.

Alternative Three: Materials Supplied by Procuring Entity

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

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

63.1 Default of Contractor

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

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

65.2 Special Risks

The text is deleted and substituted with the following:

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

67.3 Arbitration

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

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

The following paragraph is added:

The place of arbitration shall be, Pakistan.

68.1 Notice to Contractor

The following paragraph is added:

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

68.2 Notice to Procuring Entity and Engineer

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

- a) The Procuring Entity :
Water and Sanitation Services Company Mardan

- b) The Engineer:
(to be filled in by the Procuring Entity as appropriate)

70.1 Increase or Decrease of Cost

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

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

(a) Other Changes in Cost

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

(b) Adjustment Formula

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

$$P_n = A + b \frac{L_n}{L_0} + c \frac{M_n}{M_0} + d \frac{E_n}{E_0} + \dots$$

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

etc., shall be one;

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

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

(c) Sources of Indices and Weightages

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

(d) Base, Current, and Provisional Indices

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

(e) Adjustment after Completion

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

(f) Weightages

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

The following Sub-Clauses 73.1, 73.2, 74.1, 75.1, 76.1, 77.1 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

(Procuring Entity may incorporate provisions where applicable)

74.1 Integrity Pact

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

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

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

75.1 Termination of Contract for Procuring Entity's Convenience

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

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

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant

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

77.1 Joint and Several Liability

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

78.1 Details to be Confidential

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

PART II –PARTICULAR CONDITIONS OF CONTRACT

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

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

**SPECIFICATIONS-
SPECIAL PROVISIONS**

**SPECIFICATIONS-
TECHNICAL PROVISIONS**

DRAWING