CONTRACT NO. ***RM-KP-19-1016(P)***

GOVERNMENT OF PAKISTAN
MINISTRY OF COMMUNICATIONS
NATIONAL HIGHWAY AUTHORITY
REGIONAL OFFICE (KHYBER PAKHTUNKHWA)

ROUTINE MAINTENANCE WORKS
F.Y. 2019 – 20

Amount of the Engineer's Estimate:	Amount of Bid Security:
Rs. 9,525,369.00	**Rs. 191,000.00**

CONTRACT/BID DOCUMENT
FOR
PROCUREMENT OF

Routine Maintenance Works (F.Y. 2019 - 20) between KM-0+000 - KM-7+600 (Peshawar Northern Bypass, Package-1)

M/S _____

CHECK LIST

Routine Maintenance Works (F.Y. 2019 - 20) between KM-0+000 - KM-7+600 (Peshawar Northern Bypass, Package-1)

Contract No.RM-KP-19-1016(P)

Sr. #	*Description*	*Attached (Yes/No)*	*At Page No.*
1	*PEC License* ***C-5 or above for 2020 (CE01 & CE10)***		
2	Letter of Technical Bid (LTB-1/2)		
3	Letter of Price Bid (LPB-1/2)		
4	Organization Chart (BK-1)		
5	Bid Security/CDR Rs._____ No._____ dated_____		
6	Letter of Acceptance/Award, BOQs and Certificate of Completion/substantial completion of Two (02) Nos. Contracts of similar/relevant nature and complexity as a Contractor during last five (05) years, each with **70% value of estimated cost of this scheme** as per NIT that has been successfully completed or substantially completed.		
7	Certified Audit Reports for last three (03) years (F.Y. 2016-17, 2017-18 & 2018-19) accompanying audit financial statements are required to be provided in conformity with NHA guidelines placed at **Annex-A** in the bidding document. Specimen audit report is also available with bidding documents on NHA Website placed at **Annex-B1 & B2**.		
8	List of Equipment & Ownership details on Judicial Stamp Paper, duly attested by Oath Commissioner.		
9	Personnel's details on Judicial Stamp Paper, duly attested by Oath Commissioner & CV's of Technical Staff.		
10	No Litigation status on Judicial Stamp Paper, duly attested by Oath Commissioner.		
11	JV Agreement (if applicable) as per Sample placed at **Annex-C**, duly attested by Oath Commissioner.		
12	All Pages of Tender Document have been signed, Stamped & numbered.		

Name, Signature & Seal of the Contractor *Date*

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

SUMMARY OF CONTENTS

	Subject	Page No
(I)	INVITATION FOR BIDS	03
(II)	INSTRUCTIONS TO BIDDERS & BIDDING DATA	05
(III)	FORM OF BID & SCHEDULES TO BID	19
(IV)	CONDITIONS OF CONTRACT	33
(V)	CONTRACT DATA	48
(VI)	STANDARD FORMS	50
(VII)	SPECIFICATIONS	59
(VIII)	DRAWINGS	60

FRIENDLY HIGHWAYS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

INVITATION
FOR
BIDS

FRIENDLY HIGHWAYS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

INVITATION FOR BIDS

Date: ____/_____2020
Bid Reference No.: RM-KP-19-1016(P)

1. The Employer, **National Highway Authority**, invites sealed bids from eligible firms or persons licensed by the Pakistan Engineering Council in the appropriate category and duly qualified with the Employer for the Works of Contract No.**RM-KP-19-1016(P), Routine Maintenance Works (F.Y. 2019 - 20) between KM-0+000 - KM-7+600 (Peshawar Northern Bypass, Package-1).**

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon pay order/ demand draft of non-refundable fee of Rs. **2500/- in favour of General Manager (KPK) NHA Peshawar.** Bidders may acquire the Bidding Documents from the Office of the Employer, **NHA Office Complex, Chamkani Interchange Peshawar** or can be download from NHA's Website i.e. (nha.gov.pk).

3. All bids (Technical) must be accompanied by a Bid Security in the amount of Rs.**191,000.00** and must be delivered to above mentioned address at **1100 hours**, on **27/04/2021** and Technical Bid documents will be evaluated on same day at **1130 hours** and Financial Bid will be sealed in the presence of bidders' representatives who choose to attend, at the same address.

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA

FRIENDLY HIGHWAYS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

Clause No.	*Description*	*Page No.*
	A. GENERAL	
IB.1	Scope of Bid & Source of Funds	7
IB.2	Eligible Bidders	7
IB.3	Cost of Bidding	7
	B. BIDDING DOCUMENTS	
IB.4	Contents of Bidding Documents	7
IB.5	Clarification of Bidding Documents	8
IB.6	Amendment of Bidding Documents	8
	C- PREPARATION OF BID	
IB.7	Language of Bid	9
IB.8	Documents Comprising the Bid	9
IB.9	Sufficiency of Bid	9
IB.10	Bid Prices, Currency of Bid & Payment	10
IB.11	Documents Establishing Bidder's Eligibility and Qualifications	10
IB.12	Documents Establishing Works Conformity to Bidding Documents	10
IB.13	Bidding Security	10
IB.14	Validity of Bids, Format, Signing and Submission of Bid	11
	D-SUBMISSION OF BID	
IB.15	Deadline for Submission, Modification & Withdrawal of Bids	12
	E. BID OPENING AND EVALUATION	
IB.16	Bid Opening, Clarification and Evaluation	12
IB.17	Process to be Confidential	15
	F. AWARD OF CONTRACT	
IB.18	Qualification	15
IB.19	Award Criteria & Employers Right	15
IB.20	Notification of Award & Signing of Contract Agreement	16
IB.21	Performance Security	16
IB.22	Integrity Pact	16

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called "the Employer") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Fund:

The Employer has arranged funds from RMA

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works.

b) duly pre-qualified/enlisted with the Employer.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
   Schedules to Bid comprise the following:
   (i) Schedule A: Schedule of Prices
   (ii) Schedule B: Specific Works Data
   (iii) Schedule C: Works to be Performed by Subcontractors
   (iv) Schedule D: Proposed Programme of Works
   (v) Schedule E: Method of Performing Works
   (vi) Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
   (i) Form of Bid Security
   (ii) Form of Performance Security
   (iii) Form of Contract Agreement
   (iv) Form of Bank Guarantee for Advance Payment
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.

5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten **(**10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

IB.6 Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 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 Employer.

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

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

(a) Covering Letter

(b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.

(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.

(d) Bid Security furnished in accordance with Clause IB.13.

(e) Power of Attorney in accordance with Sub-Clause IB 14.5.

(f) Documentary evidence in accordance with Clause IB.11

(g) Documentary evidence in accordance with Clause IB.12.

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

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

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or an insurance company as per approved list of NHA having alteast AA rating from PACRA/JCR in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.

13.5 The Bid Security may be forfeited:

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

(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or

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

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

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

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 All Schedules to Bid are to be properly completed and signed.

14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them

"ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

15.5 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 pursuant to Sub-Clause IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

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

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

16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.

(ii) making an appropriate price adjustment for any other acceptable variation or deviation.

(iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).

(iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other bidders, the price will be estimated by the Engineer/Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

(iii) Price Adjustment for Deviation in Terms of Payments
Refer to Bidding Data

IB.17 Process to be Confidential

17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. 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.

17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

18.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

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

IB.19 Award Criteria & Employer's Right

19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.

19.2 Not with standing Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.

20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.21 Performance Security

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

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

IB.22 Integrity Pact

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

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Routine Maintenance Works

BIDDING DATA

Instructions to Bidders

Clause Reference

1.1 **Name of Employer:**

Chairman National Highway Authority, Ministry of Communications, Govt. of Pakistan

1.1 **The Engineer:**

Concerned General Manager

Brief Description of Works:

Routine Maintenance Works (F.Y. 2019 - 20) between KM-0+000 - KM-7+600 (Peshawar Northern Bypass, Package-1), Contract No.RM-KP-19-1016(P).

5.1 (a) Employer's address:
Chairman (NHA), 27 Mauve Area G-9/1, Islamabad

(b) Engineer's address:
Office of General Manager (Maintenance), Khyber Pakhtunkhwa Region, NHA Office Complex, Chamknai Interchange Peshawar.
Phone No. 091-9225027/9225002, Fax No. 091-9225003.

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.1 **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 and having following minimum requirements:

a) Financial competencey documentation which must include;

Certified Audit Report for last three (03) years duly issued by CA Firm registered with ICAP.

Balance Sheet/Certified Audit Report for last three (03) years.

i) Cash Flow - Rs. **2.4** Million
ii) Average Annual Turn Over - Rs. **14.3** Million
iii) Average Working Capital - Rs. **38.2** Million

b) The contractor must mention the name of work/woks for which applied.

Peshawar

c) Bidder to provide list of relevant equipment on judicial stamp paper owned by the firm which must include the following:

i)	Tractor with Trolley	ix	Pick-up
ii)	Tractor with Blade	x	Concrete Cutter
iii)	Dump Truck		
iv)	Concrete Mixer		
v)	Generator (10KvA)		
vi)	Excavator		
vii)	Asphalt Cutter		
viii)	Static Roller		

If later on it was found that contractor does not own any equipment, NHA reserves the right to disqualify any contractor from work and terminate the contract.

d) Company Profile which should include Registration of the firm with PEC. Registration with other agencies.

e) List of technical staff with CV and undertaking that the following staff will be available for execution of the work:

i)	Highway/Structural Engineer	-	BE/B.Sc Civil Engineer
ii)	Quantity Surveyor	-	DAE Civil
iii)	Surveyor/Technician	-	DAE Civil

f) Documentation of relevant works completed during last five (05) years. Letter of Award & Completion Certificate are must to be provided.

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security**
2% of the Engineer's Estimate i.e. Amounting to **Rs. 191,000.00**

Routine Maintenance Works

14.1 **Period of Bid Validity**

90 Days.

14.4 **Number of Copies of the Bid to be submitted**

One original plus one Photo copy.

14.6 **(a) Employer's Address for the Purpose of Bid Submission**

Office of the General Manager (Maintenance), Khyber Pakhtunkhwa Region, NHA Office Complex, Chamkani Interchange Peshawar.

15.1 **Deadline for Submission of Bids**
Upto 27/04/2021 at 1100 Hours.

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

Venue:	**Office of the General Manager (Maintenance), Khyber Pakhtunkhwa Region, NHA Office Complex, Chamkani Interchange Peshawar.**
Time:	**1130 Hours**
Date:	**27/04/2021**

16.4 **Responsiveness of Bids**

(i) the Bid is valid till required period,

(ii) the Bid prices are firm during currency of contract (if it is a fixed price bid)

(iii) completion period offered is within specified limits,

(iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) the Bid does not deviate from basic technical requirements and

(vi) the Bids are generally in order, etc.

F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

FORM OF BID AND SCHEDULES TO BID

FRIENDLY HIGHWAYS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

_____

_____

(Name of Works)

To:

_____

_____

_____

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs_____(Rupees_____) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules 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 _____ _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.

4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

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.

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

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

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this_____day of _____, _____

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____

Address: _____

_____

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar
NHA
FRIENDLY HIGHWAYS
Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices	26
2.	Schedule of Prices	38
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices	

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar
FRIENDLY HIGHWAYS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

PREAMBLE TO SCHEDULE OF PRICES

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, 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 and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered

by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilize such sums.

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

S U M M A R Y

BILL OF QUANTITIES

Routine Maintenance Works (F.Y. 2019 - 20)
between KM-0+000 - KM-7+600 (Peshawar Northern Bypass, Package-1)

Contracts No.RM-KP-19-1016(P)

Bill No.	Description	Amount (Rs)
1	EARTH WORK	
2	BASE, SUB-BASE	
3	SURFACING	
4	STRUCTURES	
5	DRAINAGE & EROSION WORKS	
6	ANCILLARY WORKS	
	TOTAL ESTIMATED COST(Rs.)	**9,525,369.00**
	_____%AGE ABOVE/BELOW	
	TOTAL BID COST (Rs.)	

Rupees in Words_____

_____

Contractor's Signature_____

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

BILL OF QUANTITIES

Routine Maintenance Works (F.Y. 2019 - 20) between KM-0+000 - KM-7+600 (Peshawar Northern Bypass, Package-1)

Contracts No.RM-KP-19-1016(P)

BILL NO. 1 : EARTH WORK

Code	Description	Unit	Rate (Rs)	Quantity	Amount (Rs.)
106a	EXCAVATE UNSUITABLE COMMON MATERIAL	CM			
106c	EXCAVATE SURPLUS COMMON MATERIAL	CM			
107a	STRUCTURE EXCAVATION IN COMMON MATERIAL	CM			
107d	GRANULAR BACKFILL	CM			
107e	COMMON BACKFILL	CM			
108a	FORMATION OF EMBANKMENT FROM ROADWAY EXCAVATION IN COMMON MATERIAL	CM			
108c	FORMATION OF EMBANKMENT FROM BORROW EXCAVATION IN COMMON MATERIAL	CM			
NSI-1	CUT VEGETATION	SM			
				TOTAL (Rs.)	

Notes: Rates based on CSR-2014 of concerned District

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

BILL OF QUANTITIES

Routine Maintenance Works (F.Y. 2019 - 20) between KM-0+000 - KM-7+600 (Peshawar Northern Bypass, Package-1)

Contracts No.RM-KP-19-1016(P)

BILL NO. 2 : BASE, SUB-BASE

Code	Description	Unit	Rate (Rs)	Quantity	Amount (Rs.)
201	GRANULAR SUB-BASE	CM			
202	AGGREGATE BASE	CM			
203a	ASPHALTIC BASE COURSE PLANT MIX (CLASS-A)	CM			
203b	ASPHALTIC BASE COURSE PLANT MIX (CLASS-B)	CM			
206b	WATER BOUND MACADAM BASE WITH COURSE AGG: CLASS-B	CM			
207a	DEEP PATCHING (0-15 CM)	SM			
207b	DEEP PATCHING (15-30 CM)	SM			
209a	BREAKING OF EXISTING ROAD PAVEMENT STRUCTURE	CM			
209b	SCARIFICATION OF EXISTING ROAD PAVEMENT	SM			
				TOTAL (Rs.)	

Notes: Rates based on CSR-2014 of concerned District

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar
NHA FRIENDLY HIGHWAYS

BILL OF QUANTITIES

Routine Maintenance Works (F.Y. 2019 - 20) between KM-0+000 - KM-7+600 (Peshawar Northern Bypass, Package-1)

Contracts No.RM-KP-19-1016(P)

BILL NO. 3 : SURFACING

Code	Description	Unit	Rate (Rs)	Quantity	Amount (Rs.)
302a	CUT-BACK ASPHALT FOR BITUMINOUS PRIME COAT	SM			
302b	EMULSFIED ASPHALT FOR BITUMINOUS PRIME COAT	SM			
303a	CUT-BACK ASPHALT FOR BITUMINOUS TACK COAT	SM			
303b	AMULSFIED ASPHALT FOR BITUMINOUS TACK COAT	SM			
304a	SINGLE SURFACE TREATMENT	SM			
304b	DUBBLE SURFACE TREATMENT	SM			
304c	TRIPLE SURFACE TREATMENT	SM			
305a	ASPHATIC CONCRETE FOR WEARING COURSE (CLASS A)	CM			
305b	ASPHATIC CONCRETE FOR WEARING COURSE (CLASS B)	CM			
307a	DENSE GRADED HOT BIT-MAC	CM			
307b	OPEN GRADED HOT BIT-MAC	CM			
309a	COLD MILLING 0-30 mm	SM			
309b	COLD MILLING 0-50 mm	SM			
309c	COLD MILLING 0-70 mm	SM			
				TOTAL (Rs.)	

Notes: Rates based on CSR-2014 of concerned District

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

BILL OF QUANTITIES

Routine Maintenance Works (F.Y. 2019 - 20) between KM-0+000 - KM-7+600 (Peshawar Northern Bypass, Package-1)

Contracts No.RM-KP-19-1016(P)

BILL NO. 4: STRUCTURES

Code	Description	Unit	Rate (Rs)	Quantity	Amount (Rs.)
401a1i	CONCRETE CLASS A1 (UNDERGROUND)	CM			
401a1ii	CONCRETE CLASS A1 (ON GROUND)	CM			
401a1iii	CONCRETE CLASS A1 (ELEVATED)	CM			
401a2i	CONCRETE CLASS A2 (UNDERGROUND)	CM			
401a2ii	CONCRETE CLASS A2 (ON GROUND)	CM			
401a2iii	CONCRETE CLASS A2 (ELEVATED)	CM			
401a3i	CONCRETE CLASS A3 (UNDERGROUND)	CM			
401a3ii	CONCRETE CLASS A3 (ON GROUND)	CM			
401a3iii	CONCRETE CLASS A3 (ELEVATED)	CM			
401b	CONCRETE CLASS B	CM			
401ci	CONCRETE CLASS C (UNDERGROUND)	CM			
401cii	CONCRETE CLASS C (ON GROUND)	CM			
401ciii	CONCRETE CLASS C (ELEVATED)	CM			
401d	CONCRETE CLASS D1	CM			
401e	CONCRETE CLASS Y	CM			

Notes: Rates based on CSR-2014 of concerned District

Conted..... Bill No.4.....P/2

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

BILL NO. 4: STRUCTURES

Code	Description	Unit	Rate (Rs)	Quantity	Amount (Rs.)
401f	LEAN CONCRETE	CM			
401h	PLUM (CYCLOPEAN / RUBBLE) CONCRETE (2:1 CONC.STONE RATIO)	CM			
404a	REINFORCEMENT AS PER AASHTO M. 31 GRADE 40	TON			
404b	REINFORCEMENT AS PER AASHTO M. 31 GRADE 60	TON			
410	BRICK WORK	CM			
411a	STONE MASONRY RANDOM DRY	CM			
411b	STONE MASONRY RANDOM WITH MORTOR	CM			
411g	ROLL POINTING	SM			
412a	STONE MASONRY DRESSED COURSED WITH MORTOR	CM			
				TOTAL (Rs.)	

Notes: Rates based on CSR-2014 of concerned District

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar
NHA
FRIENDLY HIGHWAYS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

BILL OF QUANTITIES

Routine Maintenance Works (F.Y. 2019 - 20) between KM-0+000 - KM-7+600 (Peshawar Northern Bypass, Package-1)

Contracts No.RM-KP-19-1016(P)

BILL NO. 5: DRAINAGE & EROSION WORKS

Code	Description	Unit	Rate (Rs)	Quantity	Amount (Rs.)
507a	STEEL WIRE MESH FOR GABION	KG			
507b	ROCK FILL IN GABION	CM			
509h	FILTER LAYER OF GRANULAR MATERIAL	CM			
510	DISMANTLING OF STRUCTURES AND OBSTRUCTION	CM			
511a1	DRY STONE PITCHING (15-20 cm THICK)	SM			
511a2	DRY STONE PITCHING (20-25 cm THICK)	SM			
				TOTAL (Rs.)	

Notes: Rates based on CSR-2014 of concerned District

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

BILL OF QUANTITIES

Routine Maintenance Works (F.Y. 2019 - 20) between KM-0+000 - KM-7+600 (Peshawar Northern Bypass, Package-1)

Contracts No.RM-KP-19-1016(P)

BILL NO. 6: ANCILLARY WORKS

Code	Description	Unit	Rate (Rs)	Quantity	Amount (Rs.)
601ai	RCC NEW JERSY BARRIER (IN-SITU) FOR MEDIAN DOUBLE FACE (INCL. REAINFORCEMENT)	M			
601di	RCC NEW JERSY BARRIER (PRECAST) FOR MEDIAN DOUBLE FACE (INCL. REAINFORCEMENT)	M			
601dii	PRECAST CURB IN CONCRETE CLASS A-1 OF SIZA 450*150mm INCL. BEDDING & HAUNCHING	M			
604a	METAL GUARD RAIL	M			
604b	METAL GUARD RAIL END PIECES	Each			
604d	STEEL POST FOR METAL GUARD RAIL	Each			
605a	CONCRETE BEAM GUARD RAIL (INCL. REAINFORCEMENT)	CM			
605c	CONCRETE POST FOR GUARD RAIL (INCL. REAINFORCEMENT)	CM			
607a	TRAFFIC ROAD SIGNS CATEGORY 1	Each			
607b	TRAFFIC ROAD SIGNS CATEGORY 2	Each			
607c	TRAFFIC ROAD SIGNS CATEGORY 3(a)	Each			
607d	TRAFFIC ROAD SIGNS CATEGORY 3(b)	Each			
607e	TRAFFIC ROAD SIGNS CATEGORY 3(C)	SM			
607f	ADDITIONAL PANEL SIZE 60CM * 30CM	Each			
607g	ADDITIONAL PANEL SIZE 90CM * 30CM	Each			
608b1	PAVEMENT MARKING IN NON-REFLECTIVE CR PAINT FOR LINES OF 15 cm WIDTH	M			

Notes: Rates based on CSR-2014 of concerned District

Conted..... Bill No.6.....P/2

BILL NO. 6: ANCILLARY WORKS

Code	Description	Unit	Rate (Rs)	Quantity	Amount (Rs.)
608b2	PAVEMENT MARKING IN NON-REFLECTIVE TP PAINT FOR LINES OF 15 cm WIDTH	M			
608h1	PAVEMENT MARKING IN REFLECTIVE CR PAINT FOR LINES OF 15 cm WIDTH	M			
608h2	PAVEMENT MARKING IN REFLECTIVE TP PAINT FOR LINES OF 15 cm WIDTH	M			
609c	REFLECTORIZED ALUMINIUM PAVEMENT STUD (RAISED PROFILE TYPE - SINGLE)	Each			
609ci	REFLECTORIZED PLASTIC PAVEMENT STUD (RAISED PROFILE TYPE - SINGLE)	Each			
610c	KILOMETER POST (NHA STANDARD DRAWINGS P-152)	Each			
610d	TEN KILOMETER POST (NHA STANDARD DRAWINGS P-153)	Each			
611a	GALVANIZED WIRE MESH FENCE 1500 mm GIGH INCL. PRESTRESSED & RCC POSTS COMPLETE IN ALL RESPECTS AS PER M-2 STANDARD	M			
1051	LABOUR (Mandays)	No.			
3005	FRONT END LOADER 2.50 CUM.	Hrs			
3008	GRADER 140 H.P	Hrs			
3022	TRACTOR 80 H.P	Hrs			
3032	DUMPER 18T	Hrs			
3047	EXCAVATOR (TRAC TYPE) 100 H.P	Hrs			
3121	ASPHALT CUTTER	Hrs			
3196	TRACTOR TROLLY	Hrs			
				TOTAL (Rs.)	

Notes: Rates based on CSR-2014 of concerned District

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

SCHEDULE OF PRICES

SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

TERMS OF REFERENCE AS PER WORK REQUIREMENTS AND PERFORMANCE INDICATORS

The contractor shall ENSURE that work is executed as per following terms and conditions:

1. The Contractor shall execute strictly all the items of approved PMF as per contract and as per the design and pattern approved by the Employer and at all specified locations as directed by the Employer and within stipulated time.

2. Establishment of Separate Contractor's Camp within ROW at designated location approved by NHA representative and field staff.

3. Equipment as required and directed by NHA representative and field staff will be mobilized at site during currency of the Contract along with staff (pl refer to Schedule –E to Bid).

4. A pickup (Hyundai/Shahzore or equalant having good condition of Model 2009 or above) must be available round the clock within the contract location and during the currency of contract period.

5. Contractor's Representative having the contractual qualifications/criteria must be available within the contract location and during the currency of contract period.

6. Pre-measurement work should be 70% and Labor & Machinery should be 30% for labor and machinery used at site strong evidence will be provide through daily register attached of labor signed by inspector and contractor representative, along with site photographs showed date, time & location though (Time Stamp Camp App).

7. In case of non-compliance of above mentioned points, the contract will be reconsidered for termination and case for black listing will be initiated against the firm to PEC accordingly.

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

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

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

Note:

8. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.

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

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

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar
FRIENDLY HIGHWAYS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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

NHA
FRIENDLY HIGHWAYS
Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

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

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar
FRIENDLY HIGHWAYS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

SCHEDULE – F TO BID

(INTEGRITY PACT)

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

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

…… [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 avoidable 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 time 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:_____ Name of Seller/Supplier:_____

Signature: _____ Signature: _____
[Seal] [Seal]

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

CONDITIONS OF CONTRACT

FRIENDLY HIGHWAYS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

TABLE OF CONTENTS

CONDITIONS OF CONTRACT

Clause No.	***Description***	***Page No.***
1.	General Provisions	37
2.	The Employer	39
3.	Engineer's/Employer's Representatives	39
4.	The Contractor	40
5.	Design by Contractor	40
6.	Employer's Risks	41
7.	Time for Completion	42
8.	Taking Over	42
9.	Remedying Defects	43
10.	Variations And Claims	43
11.	Contract Price And Payment	44
12.	Default	46
13.	Risks And Responsibilities	47
14.	Insurance	48
15.	Resolution of Disputes	48
16.	Integrity Pact	49

FRIENDLY HIGHWAYS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

1.1.2 "Specifications" means the document as listed in the Contract Data, including Employer's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

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

Persons

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

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

1.1.6 "Party" means either the Employer or the Contractor.

Dates, Times and Periods

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

1.1.8 "Day" means a calendar day

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

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Money and Payments

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

Other Definitions

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

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.

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

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

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

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

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

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

1.1.20 "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

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

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

1.3 **Priority of Documents**

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

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE EMPLOYER

2.1 **Provision of Site**

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

2.2 **Permits etc.**

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

2.3 **Engineer's/Employer's Instructions**

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

2.4 **Approvals**

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

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 **Authorized Person**

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Employer's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

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

5.2 **Responsibility for Design**

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

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

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

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

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

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

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

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

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

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

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

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

the Employer shall extend the Time for Completion as determined.

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar NHA FRIENDLY HIGHWAYS

8.2 **Taking-Over Notice**

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

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

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

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

9.2 **Uncovering and Testing**

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

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

Routine Maintenance Works F.Y. 2019-20 Khyber Pakhtunkhwa Region Peshawar

10.2 **Valuation of Variations**

Variations shall be valued as follows:

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

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

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

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

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

10.3 **Early Warning**

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

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

10.4. **Valuation of Claims**

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

10.5 **Variation and Claim Procedure**

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

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer 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 Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in 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.

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

a) The value of the Works executed; and

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

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

11.3 **Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding 45 days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 **Retention**

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

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

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

11.5 **Final Payment**

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

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

11.6 **Currency**

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

12. DEFAULT

12.1 **Default by Contractor**

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

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

12.2 **Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

12.3 **Insolvency**

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

12.4 **Payment upon Termination**

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

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

b) any sums to which the Employer is entitled,

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

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

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

13. RISKS AND RESPONSIBILITIES

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

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

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

13.2 **Force Majeure**

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

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

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

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

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

b) the cost of his demobilization, and

c) less any sums to which the Employer is entitled.

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

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

15.3 **Arbitration**

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

16 INTEGRITY PACT

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

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

(b) terminate the Contract; and

(c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

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

Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar
NHA FRIENDLY HIGHWAYS

CONTRACT DATA

Sub-Clauses of
Conditions of Contract

1.1.3 Employer's Drawings, if any

1.1.4 **The Employer** means
Chairman National Highway Authority

1.1.5 **The Contractor** means
_____
_____

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

1.1.9 **Time for Completion: Twelve (12) Months**

1.1.20 **The Engineer**
General Manager (Khyber Pakhtunkhwa) or person authorized by him.

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

(a) The Contract Agreement
(b) Letter of Acceptance
(c) The completed Form of Bid
(d) Contract Data
(e) Conditions of Contract
(f) The completed Schedules to Bid including Schedule of Prices
(g) The Drawings, if any
(h) The Specifications
(i) _____
(j) _____

2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized Person : Deputy Director (Maint) Unit (Concerned)**
_____

3.2 **Name and address of Engineer's/Employer's representative:**
General Manager (Khyber Pakhtunkhwa) Regional Office NHA Office Complex, Chamkani Interchange Peshawar

4.4 **Performance Security:**
10% Performance Bank Guarantee or **30%** Performance Insurance Bond of the contract price.

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's_____

7.2 **Programme:**

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

Form of programme: Work Schedule. (Bar Chart/CPM/PERT or other)

7.4 Amount payable due to failure to complete shall be 0.1% per day up to a maximum of (10%) * of sum stated in the Letter of Acceptance

9.1 **Period for remedying defects: Three (03) Months**.

10.2 (e) **Variation procedure:**

As per NHA Code

11.3 **Percentage of retention:** five (5%)

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

14.1 **Insurances**: CAR Policy, Workmanship Compensation

15.3 **Arbitration:**

Place of Arbitration: **NHA HQ, Islamabad**.

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FRIENDLY HIGHWAYS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Employer)

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

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer; and

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

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

(2) that in the event of;

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

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

(c) failure of the successful bidder to

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

Routine Maintenance Works F.Y. 2019-20 Khyber Pakhtunkhwa Region Peshawar
Not Applicable
NHA FRIENDLY HIGHWAYS

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

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

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

_____
Guarantor (Bank)

Witness: 1.Signature _____

1. _____ 2. Name_____

_____ 3. Title_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address) Corporate Guarantor
(Seal)

Not Applicable
Routine Maintenance Works F.Y. 2019 - 20 Khyber Pakhtunkhwa Region Peshawar

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with address:_____
_____

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

Letter of Acceptance No._____Dated _____

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

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

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and 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 Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for

Routine Maintenance Works F.Y. 2019-20 Khyber Pakhtunkhwa Region Peshawar
NHA
FRIENDLY HIGHWAYS

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 Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
Corporate Guarantor (Seal)

_____
(Name, Title & Address)

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

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, is made on _____ day of _____, _____ between General Manger (Khyber Pukhtoonkhwa) National Highway Authority, Ministry of Communications, Government of Pakistan, NHA Office Complex, Chamkani Interchange Peshawar (hereinafter called "the Employer") of the one part and M/s_____

_____

(hereinafter called "the Contractor") of the other part.

WITNESSED

WHEREAS, Tender have been received by the employer for Contract

No. _____

_____

Province KP and the Quotation of the contractor for the said construction and maintenance has been accepted by the employer, Letter of acceptance

No._____ **dated** _____,

amounting to Rs._____ ***(Rupees*** _____

_____ _____ ***).***

NOW THEREFORE, for and in connection of the promises, covenants, and agreements hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:

I. In consideration of the covenants and agreements to be kept and performed by the contractor, and for the faithful performance of this contract, and the completion of the works according to the Specification and Conditions herein contained, the Employer shall pay and the Contractor shall receive and accept as full compensation for every thing furnished and done by the contractor under this Agreement, the Contract Price stipulated in the Letter of Acceptance, at the times and in the manner prescribed by the Conditions of Contract.

II. Said Works shall be started immediately after receipt of the written order to commence and the Contractor shall fully complete the work upto _____**,** except for defects liability period, which shall be _____ after issuance of the completion certificate by the concerned Deputy Director (Maintenance).

Conted.....P/2

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

III. If your company failed to carry out the work after the stipulated time, your company would be liable to have fine which would be 0.10% per day for the whole of the work to a maximum of 10% (ten) percent of contract price.

IV. That the retention money deducted of IPC's will be released after auditing of the Project.

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

VI. The following documents shall be deemed to form, and be read and construed, as part of this Agreement:

1. Contract Agreement
2. Letter of Acceptance
3. The Bid and Bill of quantities
4. Conditions of Contract
5. Instructions of Bidders
6. Standard Specifications
7. Drawings

VII. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day year first before written.

For and on behalf of Contractor	For and on behalf of National Highway Authority General Manager Khyber Pukhtoonkhwa

***Witness*:**

By_____ B y_____

_____ _____

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No._____

Executed on_____

(Letter by the Guarantor to the Employer)

WHEREAS the _____

(hereinafter called the Employer) has entered into a Contract for

_____

_____

(Particulars of Contract), with _____

_____ (hereinafter called the Contractor).

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

AND WHEREAS the Employer has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

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

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

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the

Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____ by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

_____
Guarantor (Scheduled Bank)

Witness:

1. _____
   _____
   Corporate Secretary (Seal)

2. _____
   _____
   (Name, Title & Address)

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

_____
Corporate Guarantor (Seal)

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar
NHA
FRIENDLY HIGHWAYS
Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

SPECIFICATIONS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

NHA GENERAL SPECIFICATION

FRIENDLY HIGHWAYS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

***DRAWINGS**

* (Note: The Engineer/Employer may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

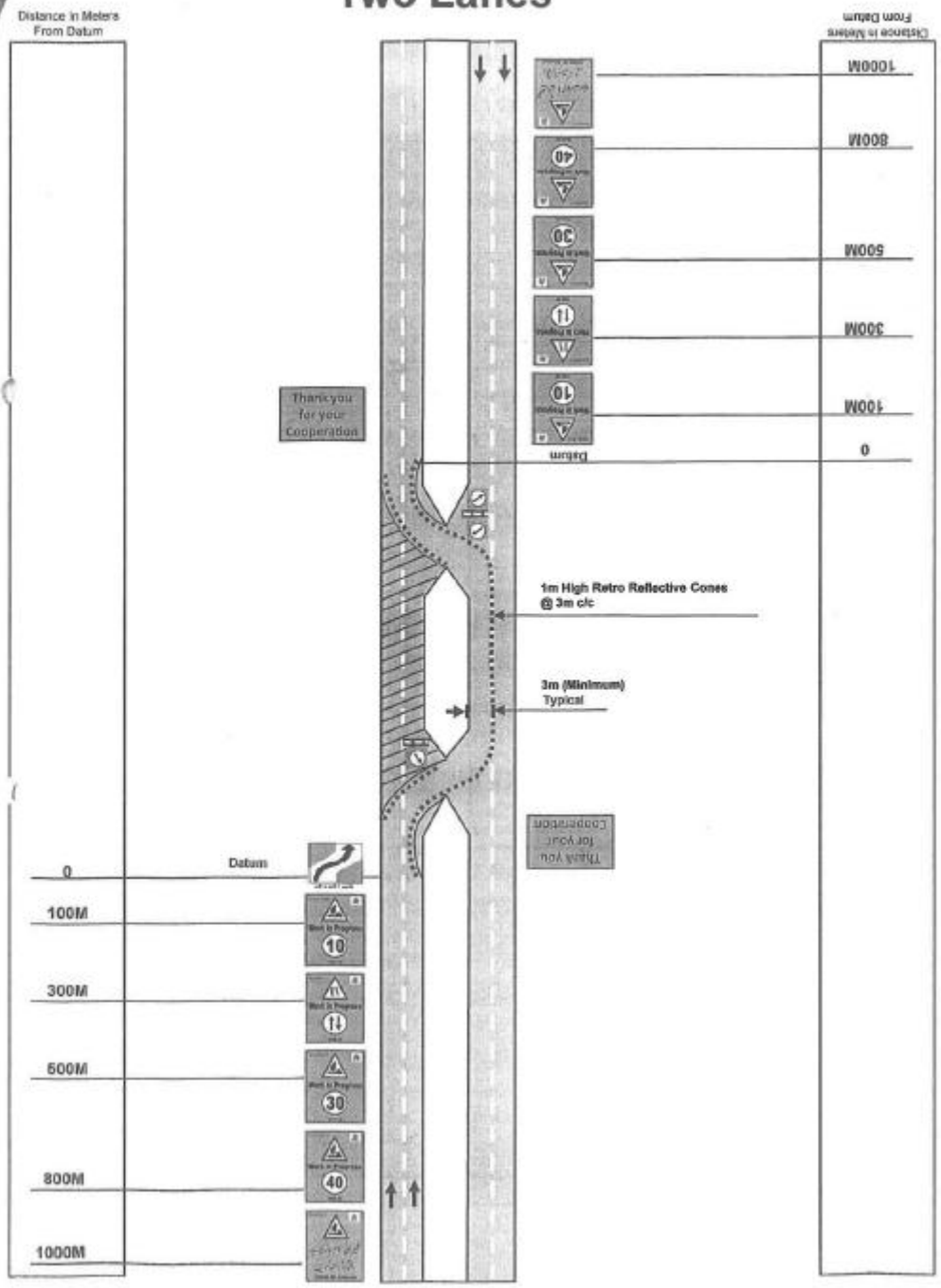
Work Zone Safety Drawings

FRIENDLY HIGHWAYS

Routine Maintenance Works
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Rou
Khy

Dual Carriageway
Two Lanes



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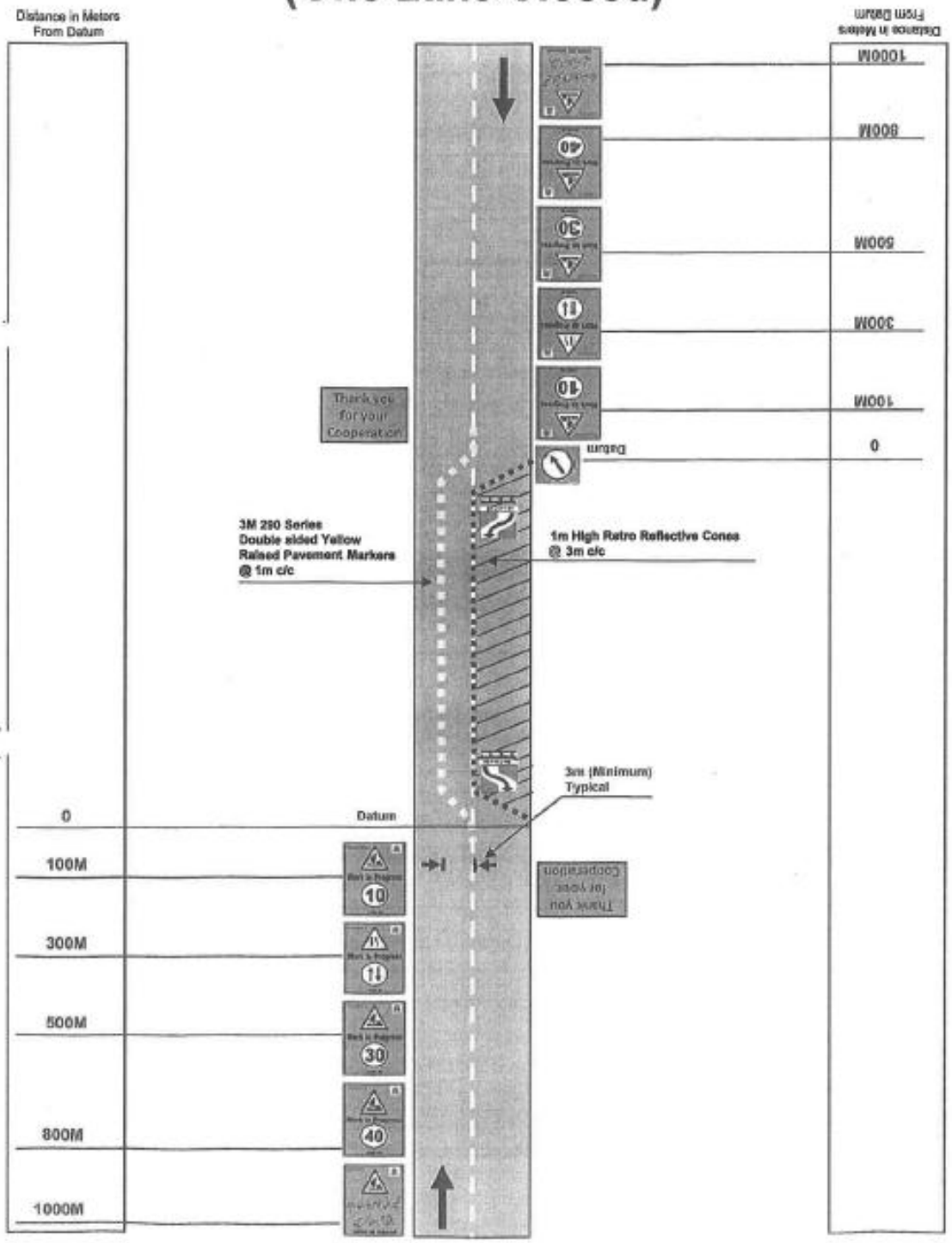
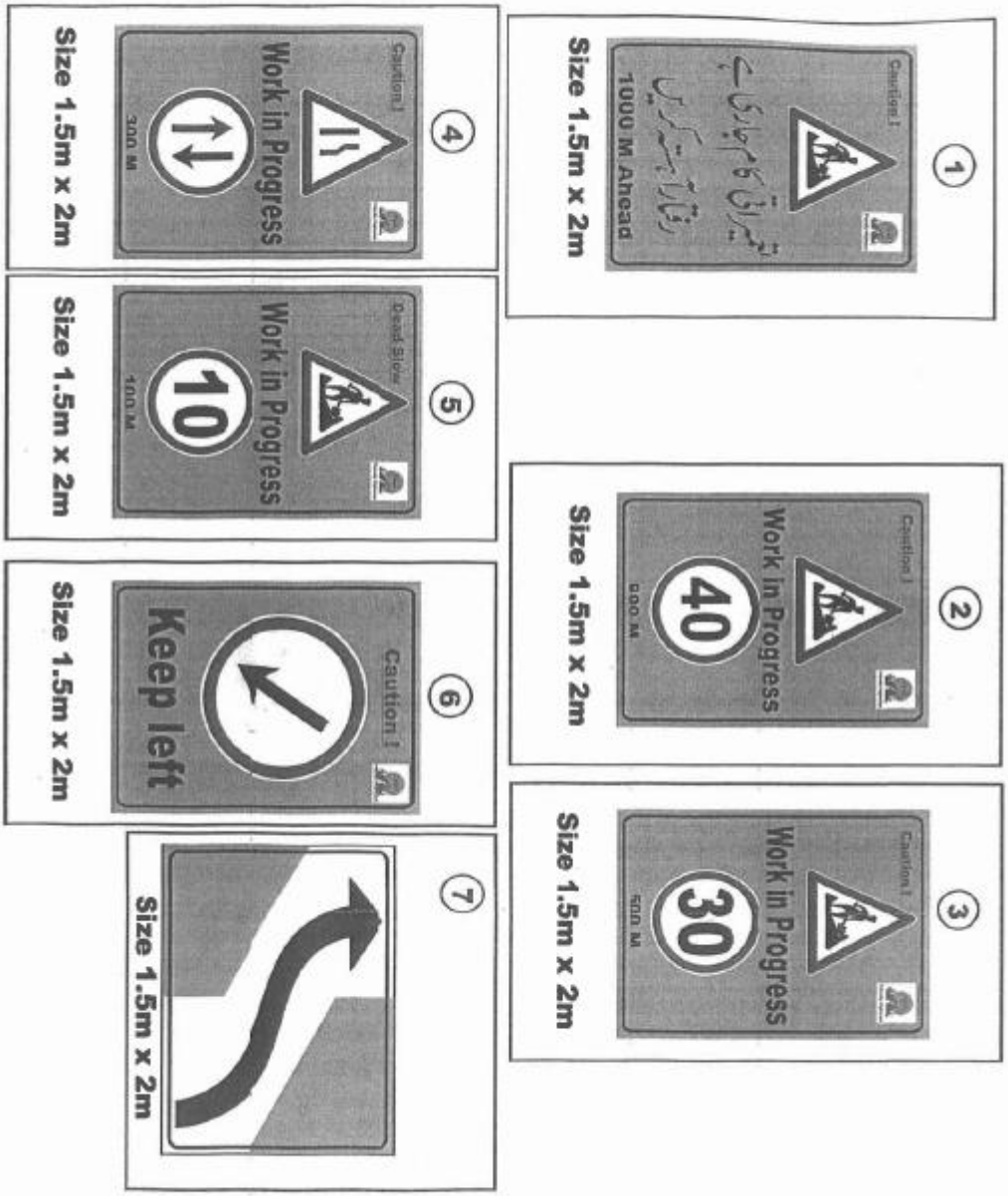
F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar

Single Carriageway Road
Two Lanes
(One Lane Closed)



Peshawar



F.Y. 2019 - 20
Khyber Pakhtunkhwa Region
Peshawar