



**Peshawar Development Authority  
Government of Khyber Pakhtunkhwa**

**CONSTRUCTION OF NORTHERN SECTION OF RING  
(MISSING LINK) FROM WARSAK ROAD TO NASIR  
BAGH ROAD (CONSTRUCTION COMPONENT)  
PHASE-I**

**(NON-ADP SCHEME)**

**SUBHEAD:**

**Package-I: Construction of Northern Section of Ring Road  
Missing Link Peshawar from Warsak Road to  
Nasir Bagh Road  
(RD 5+000 to RD 7+175)**

**BIDDING DOCUMENT VOLUME – I**

**March-2025**

**CREATIVE ENGINEERING CONSULTANTS (CEC)  
PESHAWAR**

Creative House, 5<sup>th</sup> Floor, Phase-III Chowk Jamrud Road Peshawar Phone  
091-5841554



# Peshawar Development Authority Government of Khyber Pakhtunkhwa

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**Peshawar Development Authority  
Government of Khyber Pakhtunkhwa**

**INVITATION  
FOR BIDS**



## Peshawar Development Authority Government of Khyber Pakhtunkhwa

### GOVERNMENT OF KHYBER PAKHTUNKHWA PESHAWAR DEVELOPMENT AUTHORITY (PDA) (NOTICE INVITING E-TENDERING)

Sealed bids based on the “**Single Stage Two Envelope System**” under Rule 14 (2)(b) of KPPRA Rules 2014, are hereby invited from the Provincial Enlistment Committee Khyber Pakhtunkhwa / PDA enlisted Contractors / Firms who are registered with Pakistan Engineering Council (PEC) for the year 2024-25 having sufficient experience in the field of works given below, on percentage above / below on the BOQ / Engineer cost estimate for the following works:-

S#	Name of Work	Required Category of PEC	Estimated Cost (Rs. In Million)	Bid Security/Earnest Money	Bidding documents Fee	Submission up to Date & time	Date & time of Opening	Time Limit
<b>Name of Work: CONSTRUCTION OF NORTHERN SECTION OF RING ROAD (MISSING LINK) FROM WARSAK ROAD TO NASIR BAGH ROAD–PHASE-I</b>								
<b>Sub Heads:</b>								
01	<b>Package -I.</b> Construction of Northern Section of Ring Road (Missing Link) from Warsak Road to Nasir Bagh Road (KM 5+000 TO KM 7+175)	C-1 Above	& 1996.875 Million	2% of the Estimated Cost	10000/-	23/04/2025 11:00 AM	23/04/2025 at 11:30 AM	As per work order
02	<b>Package-II.</b> Construction of Northern Section of Ring Road (Missing Link) from Warsak Road to Nasir Bagh Road (KM 7+175 TO KM 9+350)	C-1 Above	& 1888.729 Million	2% of the Estimated Cost	10000/-	23/04/2025 11:00 AM	23/04/2025 at 11:30 AM	As per work order
03	<b>Package-III.</b> Construction of Northern Section of Ring Road (Missing Link) from Warsak Road to Nasir Bagh Road (KM 9+350 to KM 11+525)	C-1 Above	& 2368.777 Million	2% of the Estimated Cost	10000/-	23/04/2025 11:00 AM	23/04/2025 at 11:30 AM	As per work order
04	<b>Package-IV.</b> Construction of Northern Section of Ring Road (Missing Link) from Warsak Road to Nasir Bagh Road (KM 11+525 to KM 13+700)	C-B Above	& 2703.922 Million	2% of the Estimated Cost	10000/-	23/04/2025 11:00 AM	23/04/2025 at 11:30 AM	As per work order

### TERMS & CONDITIONS

- Online Tender Form / BOQ can be downloaded up to One day prior from the date of opening of tender from PDA website [www.pda.kp.gov.pk](http://www.pda.kp.gov.pk).
- Evaluation Criteria can be received from the office of the undersigned or can be downloaded from the PDA website [www.pda.kp.gov.pk](http://www.pda.kp.gov.pk).
- Pre-Bid meeting will be held on 16-04-2025 in PDA conference room.
- 2% (two percent) earnest money/bid security of the Engineer Cost Estimate must be accompanied with the bid in the shape of a Call Deposit in the name of the Director General, Peshawar Development Authority Peshawar, to be issued from any scheduled bank in accordance with the Rule 20(2) of KPPRA Rules 2014 with subsequent amendments (if any).



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5. Conditions pertaining to additional bid security shall be in accordance with KPPRA Notification No. S.R.O. (14)/Vol: 1-24/2021-22 dated Peshawar, May 10, 2022.
6. The eligible contractor/firms are required to submit their Bids for respective packages in separate sealed envelopes i.e. one envelope containing “Technical Proposals” of the contractor/firm, clearly marked as “**Technical Bid**” accompanied with respective bidding documents fee, while the second envelope containing Financial proposals/bid price, clearly marked as “**Financial Proposal**”. Both Technical and Financial proposals/ Bids will be placed in a single sealed envelope to be addressed & sent to the undersigned through **Registered Courier Service**. If the tender form was not found attached with the required documents at the time of opening of the financial bid, the same would be considered as **non-responsive**. The bids received by hand, not through Registered Courier Service and late received bids shall not be entertained.
7. Tender Proposals / Bids will be opened in the office of the Chairman Procurement Committee of Works, PDA in the presence of the Procurement Committee & Contractors / their representatives on the day and time mentioned above. In case, if Bids / Proposals are not opened on the above-mentioned date due to unforeseen reasons these shall be opened on the next working day at the same place & time.
8. The “Technical Proposals /Bids” of the firms/contractors will be evaluated per-approved evaluation criteria based on the following documents to be provided in the Bidding document meant for submission of Technical Proposals.
  - i) Detail of projects of similar nature related to the above mentioned work undertaken by the firm in the last 5-years (in hand / completed) supported by documentary evidence such as work orders / completion reports in original or attested copies.
  - ii) Financial status, Bank Balance & Certificate from the schedule bank for the last 3-years.
  - iii) The Income Tax Certificate / NTN from the concerned Department showing Tax Payments regarding works / projects executed during last 3-years.
  - iv) Details of Technical Staff for the proposed project, duly supported by attested credentials.
  - v) An undertaking to the effect that there is no dispute of the firm with any department involved litigation / arbitration on the left over / incomplete projects and blacklisting on Stamp Paper.
  - vi) An undertaking is required to be provided with the technical bid regarding attachment of the 2% Earnest Money / Bid Security in the shape of Call Deposit with the Financial Bid on Stamp Paper.
9. The Financial Bids / Proposals of only technically Responsive / Qualified bidders will be opened after evaluation of Technical Bids in the presence of bidders / their representative (who may like to attend) in the office of the Chairman Tender Opening Committee on the date & time to be notified later on, whereas the Financial Bids of technically Non-Responsive bidders shall be returned unopened to the respective contractors.



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10. Bids only up to two decimal digits (0.00) will be considered for evaluation. If any document submitted along with bid documents found false/fake/bogus, the registration of the contractor/firm shall stand cancelled/blacklisted from PDA.
11. Any item not reflected in the BOQ and required at site, shall be paid in accordance with MRS -2024/ prevailing market rates (as NSI) with the approval of the Competent Authority.
12. All the Government taxes, fee, charges etc, (Federal, Provincial & any other) will be deducted as per prevailing Government policy.
13. The procuring entity may reject all bids or any proposal / Bid at any time prior to the acceptance of a bid or proposals. The procuring entity shall upon request communicate to any contractor who submitted a bid or proposal, the grounds for rejection or of all bids or proposals as per Section 47(1) of KPPRA Rules 2014.
14. Other terms & conditions pertaining to the work can be seen in the office of the undersigned at any working day during office hours.
15. All the bidders must be registered in the active Tax Payer list of FBR & Khyber Pakhtunkhwa Revenue Authority, established under the Khyber Pakhtunkhwa Finance Act, 2013(KP Act No. XXI of 2013).
16. Validity of the bid will be 120 days from the date of opening of the technical bids.

**DY. DIRECTOR (PROJECTS)**  
**DIRECTORATE OF PROJECTS**  
PDA's House Commercial Complex  
Block-I, 2<sup>ND</sup> Floor, Phase-V  
Hayatabad, Peshawar  
Phone No. 091-9217026-29 Ext:  
(195)



**Peshawar Development Authority  
Government of Khyber Pakhtunkhwa**

**INSTRUCTIONS TO  
BIDDERS**



# Peshawar Development Authority Government of Khyber Pakhtunkhwa

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## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### IB.1 Scope of Bid

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

#### IB.2 Source of Funds

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

#### IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
  - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
  - b. Duly prequalified / enlisted with the Procuring Entity in the category relevant to the value of the Works
  - c. Is neither associated, nor has been associated, directly or indirectly, with the Consultants or any other entity that has prepared the design, specifications and other documents for the Project or being proposed for any position in the Project Management.
- 3.2 A bidder having a conflict of interest will be declared as non-responsive if the bidder has a close business relationship with the Procuring Entity’s professional personnel, who directly or indirectly involved in any part of: (i) the preparation of the bidding documents for the Works, (ii) the Bid evaluation or (iii) the supervision of such Works.



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### **IB.4 One Bid per Bidder**

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

### **IB.5 Cost of Bidding**

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

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### **IB.6 Site Visit**

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

## **B. BIDDING DOCUMENTS**

### **IB.7 Contents of Bidding Documents**

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
1. Instructions to Bidders.
  2. Bidding Data.
  3. General Conditions of Contract, Part-I (GCC).
  4. Particular Conditions of Contract, Part-II (PCC).
  5. Specifications – Special Provisions.
  6. Specifications - Technical Provisions.
  7. Form of Bid & Appendices to Bid.
  8. Bill of Quantities (Appendix-D to Bid).
  9. Form of Bid Security.
  10. Form of Contract Agreement.
  11. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
  12. Drawings.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidders own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.



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### **IB.8 Clarification of Bidding Documents**

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

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

### **IB.9 Amendment of Bidding Documents**

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

## **C. PREPARATION OF BIDS**

### **IB.10 Language of Bid**

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

### **IB.11 Documents Accompanying the Bid**

- 11.1 Each bidder shall:
- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
  - (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following :
    - (i) Evidence of access to financial resources along with average annual construction turnover;
    - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
    - (iii) Work commitments since prequalification;
    - (iv) Current litigation information; and



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(v) Availability of critical equipment.

and

(c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid Proposed Construction Schedule.

Appendix-F to Bid Method of Performing the Work

Appendix-G to Bid List of Major Equipment

Appendix-K to Bid Organization Chart for Supervisory Staff and other pertinent information such as mobilization program etc;

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

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Procuring Entity regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Procuring Entity.



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

### **IB.12 Bid Prices**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Unit rate offered for an item shall be considered upto two significant decimals places for evaluation purposes. Items against which no rate or price is entered by a bidder will not be paid for by the Procuring Entity when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities. Corrections in rates and prices, if any, shall be made by crossing out, initialing, dating and re-writing.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

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

### **IB.13 Currencies of Bid and Payment**

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



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

### IB.14 Bid Validity

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

### IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid]<sup>2</sup>
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Procuring Entity valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 [“The bid security of the successful bidder be retained with the Procuring Entity till completion of the defect liability period and the amount of guarantee will be reduced by an equivalent amount”.]<sup>3</sup>
- 15.6 The Bid Security may be forfeited:
  - (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
  - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
  - (c) In the case of successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security; or
    - (ii) sign the Contract Agreement.



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### **IB.16 Alternate Proposals by Bidder**

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

### **IB.17 Pre-Bid Meeting**

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

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

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



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

### D. SUBMISSION OF BIDS

#### IB.19 Sealing and Marking of Bids

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

#### IB.20 Deadline for Submission of Bids

- 20.1 (a) Complete Bids must be received by the Procuring Entity at the address specified no later than the time and date stipulated in the Bidding Data. In the event of the specified date for the submission of bids declared a holiday for the Procuring Entity, the Bids will be received up to the appointed time on the next working day.



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- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

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

### **IB.21 Late Bids**

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

### **IB.22 Modification, Substitution and Withdrawal of Bids**

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



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### E. BID OPENING AND

#### EVALUATION IB.23 Bid Opening

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

#### IB.24 Process to be Confidential

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

#### IB.25 Clarification of Bids

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



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### **IB.26 Examination of Bids and Determination of Responsiveness**

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

### **IB.27 Correction of Errors**

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

### **IB.28 Evaluation and Comparison of Bids**

- 28.1 The Procuring Entity will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the bids, the Procuring Entity will determine for each bid the evaluated Bid Price by adjusting the Bid Price as follows:



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- (a) making any correction for errors pursuant to Clause IB.27;
- (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
- (c) making an appropriate adjustment for any other acceptable variation or deviation, including discounts or other price modification in the bids.

28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Procuring Entity's estimate of the cost of work to be performed under the Contract, the Procuring Entity may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Procuring Entity may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful bidder under the Contract.

### F. AWARD OF

#### CONTRACT IB.29 Award

29.1 Subject to Clauses IB.30 and IB.34, the Procuring Entity will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.

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

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

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

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



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### **IB.31 Notification of Award**

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

### **IB.32 Performance Security**

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

### **IB.33 Signing of Contract Agreement**

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

### **IB.34 General Performance of the Bidders**

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



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

### **IB.35 Integrity Pact**

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

### **IB.36 Instructions not Part of Contract**

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



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**BIDDING  
DATA**



## Peshawar Development Authority Government of Khyber Pakhtunkhwa

### BIDDING DATA

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

<b>A. General</b>	
<b>1B 1.1</b>	The Procuring Entity is <b>Peshawar Development Authority, Commercial Complex Phase-V Hayatabad Peshawar.</b>
<b>1B1.1</b>	Work consist of the following: <b>Package-I: Construction of Northern Section of Ring Road Missing Link Peshawar from Warsak Road to Nasir Bagh (construction Component)- Phase-I (RD 5+000 to RD 7+175)</b>
<b>1B1.2</b>	The participating bidders shall have to complete the work in the stipulated contract period i.e 06 (Six) Months.
<b>1B2.1</b>	The funding agency / source of financing is the <b>Government of Khyber Pakhtunkhwa as Non-ADP.</b>
<b>B. Bidding Documents</b>	
<b>1B8.1</b>	Any information/clarification can be obtained from the office of P.E during working hours till three days before submission of bids..
<b>C. Preparation of Bids</b>	
<b>1B10.1</b>	The Bid language is English.
<b>1B11.1(c)</b>	The bidder has to submit technical proposal in sufficient detail and as per attached evaluation criteria to demonstrate the adequacy of the bid(s) requirements for timely completion of the Works. The participating bidders shall have to submit the schedule(s) for execution of works in two (2) shifts due to urgency and important nature of work as the Provincial Government of KP is stressing hard the Employer (PDA) for an early completion of the project and specifically in the stipulated contract period of 06 (Six) Months). Therefore, the price of Bid should be based keeping in view these shifts and timeframe of six months as no additional or extra cost for night shift shall be allowed.
<b>1B13.1</b>	The Bidder must quote the Bids entirely in Pak Rupees.
<b>1B14.1</b>	The period of Bid Validity is 120 days.
<b>1B15.1</b>	The amount of bid security to be submitted with the bid in PKR equal to 2% of bid amount.
<b>1B17.1</b>	The Pre-bid meeting will be held in the office of Director Projects PDA Hayatabad Peshawar on 16-04- 2024 at 11.00 Hrs.
<b>1B18.4</b>	The number of copies of the Bid to be completed and submitted consists of One (1) Original and One (1) Copy.



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<b>D. Submission of Bids</b>	
<b>IB19.2(a)</b>	Procuring Entity's address for the purpose of Bid submission is "Office of <b>DY. DIRECTOR (PROJECTS), DIRECTORATE OF PROJECTS</b> , PDA's House Commercial Complex Block-I, 2 <sup>ND</sup> Floor, Phase-V Hayatabad, Peshawar. Phone No. 091-9217026-29 Ext: (195)
<b>IB19.2(b)</b>	The name of the contract is as per Clause 1.1 above and the identification number for contract is "Package-I:Construction of Northern Section of Ring Road Missing Link Peshawar from Warsak Road to Nasir Bagh –Phase-I. RD 5+000 to RD 7+175".
<b>IB 20.1(a)</b>	The deadline for submission of Bids is 23-04-2025 at 11.00 AM.
<b>E. Bid Opening and Evaluation</b>	
<b>IB23.1</b>	The Technical Bids will be opened in the office of Chairman Procurement Committee. PDA on 23-04-2025 at 11.30 AM.
<b>IB32.1</b>	Amount of performance Security is 8% (to be decided at time of award of work) of the contract price in form and shape as per KPPRA notification in field at time of issuance of letter of Acceptance /signing of contract agreement.



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## EVALUATION CRITERIA

### Package-I:

### **Construction of Northern Section of Ring Road (Missing Link) from Warsak Road to Nasir Bagh Road (KM 5+000 TO KM 7+175)**

#### 1. Mandatory Requirements

- a. Copies of valid registration with Pakistan Engineering Council in category as given in Notice Inviting Tender with relevant code of specialization **CE-01 & CE-02** in relevant category
- b. Copies of valid registration with income tax department & KPRA (Valid NTN & KNTN).
- c. In case of JV of Contractors, all the firms must provide valid KPRA & PEC registration along with the required specialization codes.
- d. Copy of Valid Enlistment Certificate with PDA/C&WD (Provincial Enlistment Committee). In case of JV, all firms must be enlisted.
- e. Full particulars if the firm has ever failed to complete any contract. State any litigation entered into with the client in the past. In case the firm has never been involved in litigation an affidavit to such affect should be provided (Each firm of JV is required to submit separate Affidavit).
- f. Affidavit to the affect that the firm has never been black-listed by the government /semi-government or any autonomous body prepared within the last 30 days (Each firm of JV is required to submit separate Affidavit).
- g. Affidavit that the firm owns Asphalt and Batching Plant.

#### 2. Detailed Evaluation

The Applicant(s) meeting the above mentioned mandatory requirements will be selected for detailed evaluation. The detailed evaluation shall be carried out on the basis of the criteria for the different categories and minimum passing marks prescribed hereunder:

Sr. No.	Category	Weight age / Marks	Passing Marks
1.	Experience Record	35	17.5
2.	Personnel Capabilities	15	7.5
3.	Equipment Capabilities	20	10
4.	Financial Soundness	30	15
		<b>100</b>	<b>70</b>

The applicants are required to obtain 50% marks in each category and overall 70% passing marks in order to be considered qualified. The technical Bids shall be evaluated as per following sub-criteria, if mandatory requirements are fulfilled:

#### 3. Experience

Marks for work experience will be given on the basis of the following criteria:



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Sr. No.	Sub-Category	Maximum Marks	Marks Allocation
a)	<ul style="list-style-type: none"> <li>Experience in execution of similar nature and quantum of work executed during last five (05) years).</li> </ul>	12	<ul style="list-style-type: none"> <li>12 Marks will be awarded for completed road /similar project having cost of Rs. 900M or above.</li> <li>6 Marks will be awarded for each completed road /similar project having cost of Rs. 800M – Rs. 899 M up to maximum of 12 marks.</li> <li>3 Marks will be awarded for each completed road /similar project having cost of Rs. 600M – Rs. 799 M up to maximum of 12 marks.</li> <li>No marks will be awarded for completed road /similar projects having cost less than Rs. 600M.</li> </ul>
b)	<ul style="list-style-type: none"> <li>Experience in execution of similar nature and quantum of work currently in-hand.</li> </ul>	13	<ul style="list-style-type: none"> <li>13 marks will be awarded for in-hand road /similar project having cost of Rs. 900M or above.</li> <li>6.5 Marks will be awarded for each in –hand road /similar project having cost of Rs. 800M – Rs. 899M up to maximum of 13 marks.</li> <li>3.25 Marks will be awarded for each in-hand road /similar project having cost of Rs. 600M – Rs. 799M up to maximum of 13 marks.</li> <li>No marks will be awarded for in-hand road /similar projects having cost less than Rs. 600M.</li> </ul>
c)	<ul style="list-style-type: none"> <li>Experience in execution of projects other than road works executed during last five (05) years).</li> </ul>	10	<ul style="list-style-type: none"> <li>10 Marks will be awarded for completed project having cost of Rs. 800 M or above.</li> <li>05 Marks will be awarded for each completed project having cost of Rs. 600M – Rs. 799M up to maximum of 10 marks.</li> <li>2.5 Marks will be awarded for each completed project having cost of Rs. 500M – Rs. 599M up to maximum of 10 marks.</li> <li>No marks will be awarded for completed projects having cost less than Rs. 500M.</li> </ul>
	Total Marks Allocated	35	

**Note:**

- i. The applicants must provide Letter of Award/Work order of in- hand projects and Taking Over/Completion Certificate of completed projects. No marks will be given to the projects for which above letter/certificate is not provided.
- ii. Applicant shall provide complete information of the projects including scope, cost and length etc.

**4. Personnel Capabilities:**

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

Designation	Maximum	Marks Allocation
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	Marks	
<b>Project Manager</b> B.Sc. Civil registered with Pakistan Engineering Council	2	<ul style="list-style-type: none"> <li>• 2 Marks will be awarded for B.Sc. Civil Engineer registered with PEC having at least 15 years relevant experience. Or</li> <li>• 2 Marks will be awarded for M.Sc. Civil Engineer registered with PEC having at least 12 years relevant experience.</li> </ul>
<b>Construction Manager</b> B.Sc. Civil registered with Pakistan Engineering Council	2	<ul style="list-style-type: none"> <li>• 2 Marks will be awarded for B.Sc. Civil Engineer registered with PEC having at least 12 years relevant experience. Or</li> <li>• 2 Marks will be awarded for M.Sc. Civil Engineer/Construction Management having at least 10 years relevant experience.</li> </ul>
<b>Planning Engineer</b> B.Sc. Civil registered with Pakistan Engineering Council	1.5	<ul style="list-style-type: none"> <li>• 1.5 Marks will be awarded for B.Sc. Civil Engineer registered with PEC having at least 10 years relevant experience. Or</li> <li>• 1.5 Marks will be awarded for M.Sc. Civil Engineer /construction management having at least 8 years relevant experience</li> </ul>
<b>Material Engineer</b> B.Sc. Civil registered with Pakistan Engineering Council or M.Sc Geology	2	<ul style="list-style-type: none"> <li>• 2 Marks will be awarded for B.Sc. Civil Engineer registered with PEC having at least 10 years relevant experience or M.Sc (Geology) having at least 10 years relevant experience.</li> </ul>
<b>Site Engineer</b> B.Sc. Civil registered with Pakistan Engineering Council	3	<ul style="list-style-type: none"> <li>• 1 Mark will be awarded for each B.Sc. Civil Engineer registered with PEC having at least 08 years relevant experience. (03 No. Required)</li> </ul>
<b>Electrical Engineer</b> B.Sc. Electrical registered with Pakistan Engineering Council	1	<ul style="list-style-type: none"> <li>• 1 Mark will be awarded for B.Sc. Electrical Engineer having at least 8 years relevant experience.</li> </ul>
<b>Site Supervisor</b> DAE Civil	1.5	<ul style="list-style-type: none"> <li>• 0.5 marks will be awarded for each Associate Engineer DAE (Civil) having at least 8 years relevant experience. (03 No. Required)</li> </ul>
<b>Quantity Surveyor</b> DAE Civil	1	<ul style="list-style-type: none"> <li>• 1 mark will be awarded for quantity surveyor DAE (Civil) having at least 12 years relevant experience.</li> </ul>
<b>Surveyor</b> DAE Civil / Having Certificate	1	<ul style="list-style-type: none"> <li>• 1 mark will be awarded for surveyor having certificate and at least 12 years relevant experience.</li> </ul>
<b>Total</b>	15	

**Note:**

- i. The Applicant shall attach evidence in form of detailed CVs and valid PEC Registration Certificates of the B.Sc. Engineers. The Applicant shall attach



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evidence in form of detailed CVs and D.A.E. Certificates of Associate Engineers.

- ii. In case of non-availability of valid PEC Registration of Engineers and D.A.E Certificate of Associate Engineers, no marks will be given for that employee.
- iii. Agreement of the personal with the firm on stamp paper to be provided. An affidavit to the effect that the said personal or their equivalent shall be made available for the job shall also be given.

### 5. Equipment Capabilities:

Marks for Equipment capabilities will be given on the basis of the following criteria:

Equipment	Minimum Required	Maximum Marks
Asphalt plant	01 No.	2
Batching Plant	02 No.	2
Transit Mixer	04 No.	1
Concrete Pumps	02 No.	1
Straight Rotary Boring Machine	01 No.	1
Crane (50 ton)	02 No.	1
Paver machine	01 No.	2
PTR	02 No.	1
Dumper Truck	04 No.	1
Plate Compactor	02 No.	1
Wheel Loader	02 No.	1
Excavator (min 1CM bucket capacity)	02 No.	1
Vibratory Road Roller (Earth Work)	02 No.	1
Tractor Trolley	02 No.	1
Static Roller	02 No.	1
Water Bowser	02 No.	0.5
Tendem Roller	01 No.	0.5
Generator Set (150KVA – 200 KVA)	01 No.	0.5
Total Station	02 No.	0.5
<b>Total Marks</b>		<b>20</b>

#### Note:

- i. Proportionate marks will be awarded if minimum number of corresponding equipment is



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less than minimum required.

- ii. Applicant must provide an undertaking to the effect that the aforementioned equipment is available with the firm.

### 6. Financial Capabilities

- a. The Applicant firms shall submit copies of annual account statements and audited reports on Auditor's Letter Head for the last three (03) years i.e. 2021-22, 2022-23, 2023-24 duly certified by the Chartered Accountant and Bank available line(s) of credits from reputed banks which must indicate the financial soundness of the Applicant's financial position.
- b. The Distribution of Marks for available bank credit line is as under:

Description	Criteria for Marks Obtained
<b>Current Bank Credit Line</b>	<ul style="list-style-type: none"> <li>• <b>5 Marks</b> are given if the available bank credit line limit is equal to Rs. 500Million.</li> <li>• For limit less than Rs. 500 Million, use following weightage</li> <li>• = <math>5 \times (A/500)</math></li> <li>• For limit more than 500 million but less than 1000 million use following weightage = <math>5 + (A/1000) \times 5</math></li> </ul> <p>A= Available Bank Credit Line Limit</p> <ul style="list-style-type: none"> <li>• <b>Full Marks</b> are given in case of limit is 1000 million or more.</li> </ul>
<b>Maximum Marks</b>	<b>10</b>

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

Description	Criteria for Marks Obtained
<b>Working Capital in last 03 years</b>	<ul style="list-style-type: none"> <li>• <b>7.5 Marks</b> are given if the available Average Working Capital limit is equal to 500 Million.</li> <li>• For limit less than 500 Million, use following weightage</li> <li>• = <math>7.5 \times (A/500)</math></li> <li>• For the limit more than 500 million but less than 900 million use following weightage = <math>7.5 + (A/900) \times 7.5</math></li> </ul> <p>A= Average Working Capital in last Three years</p> <ul style="list-style-type: none"> <li>• <b>Full Marks</b> are given in case of limit is 900 million or more.</li> </ul>
<b>Maximum Marks</b>	<b>15</b>

- d. The Distribution of Marks for Tax returns and enlistment with other govt. departments shall be as under:



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Description	Marks	Criteria
<b>Tax Returns for the last three years i.e. 2021-22, 2022-23, 2023-24</b>	03	<ul style="list-style-type: none"> <li>• 1 mark for each year return</li> </ul>
<b>Valid license/enlistment with other 04 Government Department</b>	02	<ul style="list-style-type: none"> <li>• 0.5 marks per enlistment</li> </ul>

### 7. Joint Venture

Following are minimum qualification requirements for Joint Ventures:-

- i. The lead partner shall meet not less than **40 Percent** of all qualifying criteria.
- ii. Each of the partners shall meet not less than **25 percent** of all the qualifying criteria.
- iii. The joint venture must collectively satisfy the criteria for which purpose the relevant figures for each of the partners shall be added together to arrive at the JV's total score. In order to be declared qualified, the JV besides above share must collectively obtain a passing score of 70.

Prepared By

-----  
Dy. Director, Projects, PDA

Recommended by:

-----  
Director Projects, PDA

Approved by:

-----  
Chief Engineer, PDA/ DG, PDA



**Peshawar Development Authority  
Government of Khyber Pakhtunkhwa**

**FORM OF BID  
AND  
APPENDICES TO BID**



## Peshawar Development Authority Government of Khyber Pakhtunkhwa

FB-1

### FORM OF BID

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

To:

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

Gentleman,

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



# Peshawar Development Authority Government of Khyber Pakhtunkhwa

FB-2

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

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

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

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

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

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

Witness:

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

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

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

Occupation \_\_\_\_\_



# Peshawar Development Authority Government of Khyber Pakhtunkhwa

BA-1

## Special Stipulations

Appendix-A to Bid

### Clause

1.	Engineer's Authority to issue Variation in Emergency	2.1	2% of the Contract Price stated in the LOA
2.	Amount of Performance Security	10.1	08 % (to be decided at time of award of work) of the contract price as stated in the Letter of Acceptance.
3.	Time for Furnishing Program	14.1	Within 15 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	23.2	Rs. 500,000/- in case of injury per occurrence and Rs. 2,000,000/- in case of death (Note: Number of occurrence unlimited).
5.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within seven (14) days From letter of acceptance.
6.	Time for Completion	43.1,	06 months from the date of receipt of Engineer's Notice to Commence/ as per work order
		48.2	
7.	a) Amount of Liquidated Damages/Interim Liquidated Damages	47.1	0.1of the contract amount for each day of delay in completion of the Works subject to a maximum of 10% of contract price stated in LOA.
	b) Amount of Bonus	47.3	N.A
8.	Defects Liability Period	49.1	180 days from the effective date of Taking Over Certificate
9.	Percentage of Retention Money	60.2	8 % of the amount of Interim Payment Certificate.
10.	Limit of Retention Money	60.2	10% <sup>4</sup> of Contract Price stated in the Letter of acceptance.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. 10 Million
12.	Time of Payment from delivery of Engineer's	60.10	28 days in case of local currency
13.	Mobilization Advance [* (Interest Free)	60.12	10 % of Contract Price stated in the Letter of Acceptance



# Peshawar Development Authority Government of Khyber Pakhtunkhwa

**BB-1**  
**Appendix-B to Bid**

## FOREIGN CURRENCY REQUIREMENTS

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

3. Table of Exchange

*Not Applicable*

Rates

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



## Peshawar Development Authority Government of Khyber Pakhtunkhwa

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

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

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows:

(To be filled by the Procuring Entity ).

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.350	
(ii)	Local Labour	0.10	Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags	0.11	“ “ “
(iv)	Reinforcing Steel	0.21	“ “ “
(v)	High Speed Diesel (HSD)	0.15	“ “ “
(vi)	Bricks		“ “ “
(vii)	Bitumen	0.08	“ “ “
(viii)			
	Total	1.000	

#### Notes:

- 1) Indices for “(ii)” to “(vii)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) Fixed portion shown here is for typical road project, Procuring Entity to determine the weightage of Fixed Portion considering only those cost elements having cost impact of seven (7) percent or more on his specific project.

(Procuring Entity’s using this price adjustment provisions may add or delete any elements as deemed appropriate to the project.)



# Peshawar Development Authority Government of Khyber Pakhtunkhwa

**BD-1**

**Appendix-D to Bid**

## **BILL OF QUANTITIES**

As separate annexure



# Peshawar Development Authority Government of Khyber Pakhtunkhwa

## Appendix-E to Bid

### PROPOSED CONSTRUCTION SCHEDULE

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

#### Description

#### Time for Completion:

(06 Months/180 days/as per work order)



# Peshawar Development Authority Government of Khyber Pakhtunkhwa

**BF-1**

## **Appendix-F to Bid**

### **METHOD OF PERFORMING THE WORK**

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

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



# Peshawar Development Authority Government of Khyber Pakhtunkhwa

BG-1

Appendix-G to Bid

## LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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



**Peshawar Development Authority  
Government of Khyber Pakhtunkhwa**

BG-2

Appendix-G to Bid

**LIST OF MAJOR EQUIPMENT**

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



# Peshawar Development Authority Government of Khyber Pakhtunkhwa

**BH-1**

## **Appendix-H to Bid**

### **CONSTRUCTION CAMP AND HOUSING FACILITIES**

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

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

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

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



## Peshawar Development Authority Government of Khyber Pakhtunkhwa

**BI-1**

### Appendix-I to Bid

#### LIST OF SUBCONTRACTORS

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

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

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



## Peshawar Development Authority Government of Khyber Pakhtunkhwa

BJ-1

### Appendix-J to Bid

#### ESTIMATED PROGRESS PAYMENTS

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

Quarter/ Year/ Period	Amounts (1,000 Rs.)
1	2
1st Quarter	
2nd Quarter	
3rd Quarter	
4th Quarter	
5th Quarter	
6th Quarter	
7th Quarter	
8th Quarter	
9th Quarter	
<b>Bid Price</b>	



**Peshawar Development Authority  
Government of Khyber Pakhtunkhwa**

**BK-1**

**Appendix-K to Bid**

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



# Peshawar Development Authority Government of Khyber Pakhtunkhwa

**BL-1**  
**Appendix-L to Bid**

## (INTEGRITY PACT)

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

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

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

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

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

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

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

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

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



**Peshawar Development Authority  
Government of Khyber Pakhtunkhwa**

**FORMS**

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



## Peshawar Development Authority Government of Khyber Pakhtunkhwa

BS-1

### BID SECURITY (Bank Guarantee)

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

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

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

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

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

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

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

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

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

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

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



## Peshawar Development Authority Government of Khyber Pakhtunkhwa

BS-2

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

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

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

SURETY (Bank)

WITNESS:

Signature \_\_\_\_\_

1. \_\_\_\_\_ Name \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address



## Peshawar Development Authority Government of Khyber Pakhtunkhwa

PS-1

### FORM OF PERFORMANCE SECURITY (Bank Guarantee)

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

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Procuring Entity]

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

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

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



## Peshawar Development Authority Government of Khyber Pakhtunkhwa

PS-2

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

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

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

	_____ Guarantor (Bank)
Witness: 1. _____  _____ Corporate Secretary (Seal)	Signature _____  Name _____  Title _____
2. _____  _____ Name, Title & Address	_____ Corporate Guarantor (Seal)



# Peshawar Development Authority Government of Khyber Pakhtunkhwa

CA-1

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ between \_\_\_\_\_ (hereafter called the “Procuring Entity”) Of the one part and \_\_\_\_\_ (hereafter called the “Contractor”) of the other part.

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

NOW this Agreement witnesseth as follows:

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



## Peshawar Development Authority Government of Khyber Pakhtunkhwa

CA-2

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

Signature of the Contactor

Signature of Procuring Entity

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

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

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)



## Peshawar Development Authority Government of Khyber Pakhtunkhwa

**MG-1**

### MOBILIZATION ADVANCE GUARANTEE

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

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

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

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

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

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

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

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

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

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

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



# Peshawar Development Authority Government of Khyber Pakhtunkhwa

MG-2

## GUARANTOR (BANK)

1. Signature \_\_\_\_\_
2. Name \_\_\_\_\_
3. Title \_\_\_\_\_

## WITNESS

1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_  
(Name Title & Address)
- \_\_\_\_\_ Corporate Guarantor(Seal)