OFFICE OF THE DY: DIRECTOR ELECTRICAL, RMT PESHAWAR DEV: AUTHORITY

No. ____/DD(E)/HST/PDA/____ Dated Peshawar the ____/2025

То

The Deputy Director Advertisement / Media, PDA, Peshawar.

Subject:- <u>P/I OF LED ROAD LIGHTS AND INSTALLATION OF PDA</u> <u>FURNISHED POLES ON ZARGHONI ROAD AND PERIPHERY</u> <u>ROAD PHASE-II, HAYATABAD.</u>

Enclosed please find herewith Notice Inviting Tendering (3rd time) for

the work "P/I of LED Road Lights & Installation of PDA Furnished Poles on

Zarguni Road & Periphery Road Phase-II, Peshawar" For publication in inner

pages of 03-Nos National Newspapers (Urdu & English) for wide publicity in the

press as per Government policy.

Deputy Director Electrical Peshawar Development Authority Hayatabad Peshawar

Endst No. ____/DD(E)/RMT/PDA/___Dated Peshawar the _____/2025 Copy to:

- 1. The Director Electrical, PDA.
- 2. The Director Finance, PDA.
- 3. The Director Internal Audit, PDA.
- 4. The In-Charge I.T Cell along with copy of NIT & BOQ with the request to upload the same on PDA/KPPRA websites.
- 5. The Assistant Director (M&E) KPPRA with a request to upload the attached NIT on KPPRA website.
- 6. P.s to Director General PDA.

Deputy Director Electrical Peshawar Development Authority Hayatabad Peshawar

PESHAWAR DEVELOPMENT AUTHORITY

Notice Inviting Tender (3rd Time)

Sealed tenders on the basis of "Single Stage Single Envelop" of KPPRA Rules 2014, are hereby invited from Firms / Contractors/company Enlisted with PDA and registered with Pakistan Engineering Council (PEC) who have paid their registration / renewal fee for the year 2024-25 for the under mentioned work on percentage above / below on the BOQ / Engineer cost estimate as per detail given below:-

S #	Name of Work	Estimat ed Cost	Earnest money	Tender Docume nts Fee	Date/Time o Of tender/B	- 0	All Relevant PEC codes	Time Limit
					Receipt	Opening	mandatory	
1	P/I of LED Road Lights & Installation of PDA Furnished Poles on Zarguni Road & Periphery Road Phase-II, Hayatabad	12.338 Million	2% of the Estimate d cost	1000/-	10/07/2025 At 11:00AM	10/07/2025 At 12:00AM	C-6 above EE-04, EE-06, EE-11 (General)	As per Work Order

Terms and Conditions:

- 1. All bidders are directed to submit their bids through the E-PAK Acquisition and disposal system (EPADS).
- 2. Online Tender Form can be downloaded up to One day prior from the date of opening of tender from PDA website <u>www.pda.kp.gov.pk</u>. The bid solicitation documents and other information can be obtained from EPADS.
- 3. 2% bid security shall be uploaded to EPADS portal in addition to the submission in hard (original) to the office of undersign.
- 4. Tender documents fee as mentioned above shall be payable through demand draft or pay order in the name of Director General, PDA (Non-refundable).
- 5. The bidders shall also submit their Bids (Hard Copy) with requisite documents i-e: E-Tender Form, BOQ, Active NTN/Income Tax Certificate, PEC & KPRA Registration (Active) include 2% earnest money to the office of the undersigned through <u>Registered Courier Service</u>. The Bids received by hand, not through Registered Courier Service and late shall not be entertained.
- 6. A certificate 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.
- 7. Only up to Two Decimal Digits (0.00) will be considered for evaluation of the quoted Bid. If any document submitted along with bid documents found false/ bogus, the registration of the Contractor / Firm shall stands cancelled / blacklisted.
- 8. In case detailed rate analysis submitted with the bids is, in view of the Procuring Entity, not convincing, the Head of the Procuring Entity may declare such bids as Non-Responsive without any forfeiture of bid securities and record reason thereof.
- 9. Matters regarding 2% bid security shall be as per KPPRA rules & regularities.

- 10. If the Bid becomes tie, the same will be retendered.
- 11. Any item not reflected in the BOQ and required at site, shall be paid in accordance with MRS-2024 (Bi-Annual) / prevailing market rates with the approval of the Competent Authority.
- 12. All the Government taxes (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 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 and in the Active tax payer list of the Khyber Pakhtunkhwa Revenue Authority, established under the Khyber Pakhtunkhwa Act, 2013 (KP Act No. XXI of 2013).
- 16. Any disfiguring / overwriting, manipulation in the tender shall be liable to rejection.
- 17. Incomplete / conditional bid shall not be acceptable.
- 18. The Scope of the work can be increase or decrease as per site requirements.
- 19. The contractor will have to provide the sample of the specialized items to the Engineer in charge for approval before the issuance of work order.

DEPUTY DIRECTOR (E-HST) PHASE-V, HAYATABAD PESHAWAR

GOVERNMENT OF KHYBER PAKHTUNKHWA



PESHAWAR DEVELOPMENT AUTHORITY

PC-I

Name of Work: <u>P/I OF Road Lights and Installation of PDA</u> <u>Furnished Poles on Zarguni Road & Periphery</u> <u>Road Phase-II Hayatabad Peshawar.</u>

(Estimated Cost Rs.12.338 Million)

(October 2024)

PESHAWAR DEVELOPMENT AUTHORITY, PESHAWAR.

COMMERCIAL COMPLEX, BLOCK-II, PHASE-V HAYATABAD.

Peshawar Development Authority, Peshawar.

COMMERCIAL COMPLEX, BLOCK-II, PHASE-V, Hayatabad

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PC-I PROFORMA

1.	Name of the Project	Name of Work
		D LIGHTS AND INSTALLATION OF PDA FURNISHED POLES ON ZARGUNI ROAD & PERIPHERY ROAD PHASE-II HAYATABAD PESHAWAR.
2.	Location	hst, Peshawar
3.	Authorities Responsible for:	
	 i) Sponsoring. ii) Execution iii) Operation & Maintenance iv) Concern Federal Ministry 	Peshawar Development Authority -do- -do- N.A
4.	Plan Provision	Expenditure will be charged to approved i.e. "Budget Estimates 2024-25".
5.	Project objectives and its relationship with sector objectives.	Road lights in Hayatabad are in very bad condition, So in order to rectify the road lights, New LED lights are proposed, and a PC-I amounting to Rs. 12.338 Million is formed to cover probable cost of the work.
6.	Description, justification technical parameters and technology transfer aspects (enclosed feasibility study for project costing Rs.300 million and above.	NIL
7.	Capital Cost estimate.	
	a. Indicate date of estimation of project cost.	October, 2024
	b. Indicate exchange rate used to work out FEC in the original and revised PC-I.	N.A
	Annual operation and maintenance cost after completion of the project.	N.A
9.	Demand and supply analysis	N.A

10.	Financial plan and mode of financing	
11.	Project benefits and analysis	i. Conversion of Sodium lightsto LED lights will reduce by50% Approximately
	i. Financial & Economic	
	ii. Social benefits with indicators.	ii. Will Improve the Security as well as safety level on roads.
	iii. Employment generation	N.A
	(Direct and indirect)	iii. LED technology being
	iv. Environmental impact. Cost and	environmental friendly and Energy saving
	Viability.	
12	Implementation Schedule.	
	C.i. Indicate starting and Completion date of	
	The Project.	
	ii. item-wise / year wise implementation schedule inline chart	
	Co-related with the phasing of physical activities.	
	d.i. Result based Monitoring (RBM) indicators Indication Result Based Monitoring (RBM) framework indicators in quantifiable terms in the following table.	
	S# Input Output Outcome Targeted impact	
	1 Base Targets line after indicator completion	

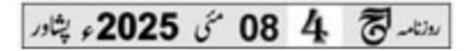
	of project	
13.	Management structure and manpower requirements including	
	specialized skills during construction and operational phases.	N.A
		N.A
14.	Additional projects/decision required maximizing social	
	economic benefits from the proposed project.	N.A
15.	Certificate:	Engr. Asad Haroon
	i. The name Designation and Phone No.	Assistant Director (E)
	of the officer Responsible for preparing And checking be	001 0017122
	provide. Ti may also be confirmed That PC-I has been prepared	091-9217133
	As per instructions for the Preparation for social sector Projects.	
	The PC-I along with certificate must	
	be signed by the principle accounting officer to ensure Its	
	ownership	
16.	Additional Project / decision required to maximize social-	
	economic benefits from the proposed projects.	

	,
Prepared by.	Assistant Director (E), PDA, Peshawar
Checked by.	Chief Draftsman, PDA.
	Deputy Director (E) PDA, Peshawar
Recommended by	Director (Electrical), PDA PDA, Peshawar
	Chief Engineer, PDA
Forwarded by.	Director General, PDA
Approved at.	PDA DWP.





Hayatabad Peshawar



GOVERNMENT OF KHYBER PAKHTUNKHWA

PESHAWAR DEVELOPMENT AUTHORITY

PESHAWAR

STANDARD BIDDING DOCUMENTS



P/I OF LED ROAD LIGHTS & INSTALLATION OF PDA FURNISHED POLES ON ZARGUNI ROAD & PERIPHERY ROAD PHASE-II, HAYATABAD

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INTRODUCTION

The Peshawar Development Authority has the scope of developing housing societies. Hayatabad is developed by PDA consisting of 7 phases. In order to provide better illumination for the residents PC-1 amounting **Rs12.338M** is approved for installation of LED lights at the below mentioned roads. After completing all the codel formalities the directorate of electrical intends to take the work in hand by inviting NIT for the following scope of work.

S #	Name of Works	Estimated Cost
1	P/I OF LED ROAD LIGHTS & INSTALLATION OF PDA FURNISHED POLES ON ZARGUNI ROAD & PERIPHERY ROAD PHASE-II, HAYATABAD	12.338 Million

This directorate invites sealed technical and financial bids on single stage-two envelope system in accordance with KPPRA rules 2014 from Firms / Contractors/companies enlisted with PDA and registered with Pakistan Engineering Council (PEC) (2024-25).

INSTRUCTIONS TO BIDDERS.

- The bidders shall also submit their Bids (Hard Copy) with requisite documents i-e: -E-Tender Form, BOQ, Active NTN/Income Tax Certificate, PEC & KPRA Registration (Active) include 2% earnest money to the office of the undersigned through Registered Courier Service. The Bids received by hand, not through Registered Courier Service and late shall not be entertained.
- 2. All bidders are directed to submit their bids through the E-PAK Acquisition and disposal system (EPADS).
- 3. The bid will be opened in the office of the chairman in the presence of all procurement committee members, bidders or their authorized representatives on the day and time mentioned in NIT. In case the 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 and time.
- 4. Only up to Two Decimal Digits (0.00) will be considered for evaluation of the quoted Bid. If any document submitted along with bid documents found false/ bogus or expired, the registration of the Contractor / Firm shall stands cancelled / blacklisted.
- 5. In case the detailed rate analysis submitted with the bids is, in view of the Procuring Entity, not convincing, the Head of the Procuring Entity may declare such bids as Non-Responsive without any forfeiture of bid securities and record reason thereof.
- 6. Any item not reflected in the BOQ and required at site, shall be paid in accordance with MRS-2024/ prevailing market rates with the approval of the Competent Authority.
- 7. All the Government taxes (Federal, Provincial & any other) will be deducted as per prevailing Government policy.
- 8. All the bidders must be registered and in the Active tax payer list of the Khyber PukhtoonKhwa Revenue Authority, established under the Khyber PukhtoonKhwa Act, 2013 (KP Act No. XXI of 2013).

BID SECURITY

1. 2% (Two Percent) earnest money / Bid security of Engineer Estimated Cost must be accompanied in the shape of Call Deposit in the name of Director General, PDA from

scheduled banks in accordance with the Rule 20(2) of KPPRA Rules 2014 and subsequent amendments (if any).

- 2. In light of the KPPRA Notification No. S.R.O (14): Vol1-24/2021-22, Dated 10/05/2022, the contractor quoting their bids up to limit of 10% below the Engineer Estimate shall submit bid security @ 2% only of Engineer Estimate.
- 3. The contractors quoting their bids more than 10% below up to 20% below on Engineer Estimated cost shall submit along with their bids 8% Additional Security of Engineers Estimated cost in the shape of Call Deposit in the name of the Director General, PDA from scheduled bank in addition to 2% bid security. If the bid is not accompanied with the required amount of additional security, then it will be considered as Non-Responsive and the 2% bid security shall be forfeited in favor of the Government and the second lowest bidder & so on will be considered accordingly.
- 4. Similarly, a contractor quoting bid more than 20% below shall submit with his bid an additional security on Engineer Estimated cost equal to the differential amount of submitted bid and Engineer Estimated along with detailed rate analysis. In case of more than 20% below bids, if the bid is not accompanied by the detailed rate analysis and/or required amount of Additional Security, then the said bid shall be considered as Non-Responsive. All the securities submitted along with such Non-Responsive bid shall be forfeited in favor of Government and the 2nd lowest bidder so on will be considered accordingly.
- 5. Bid security of the unsuccessful bidders shall be released as promptly as possible once the successful bidder signs the contract agreement.
- 6. The bid security of the successful bidder shall be returned after the completion of contract.
- 7. The bid security shall be forfeited:
 - \checkmark If a bidder withdraws his bid during the period of bid validity
 - ✓ If the successful bidder fails to sign contract agreement within the time period mentioned in letter of award/ work order

SIGNING OF CONTRACT

- 1. Promptly after the issuance of letter of award/work order, the PDA shall send the successful bidder the form of contract.
- 2. The successful bidder shall sign, date and return the form of contract within the time period mentioned in letter of award/ work order.

CONDITIONS OF CONTRACT

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 Procuring Entity's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 "Drawings" means the Procuring Entity's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

Dates, Times and Periods

- 1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 "Day" means a calendar day
- 1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges

but does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Province" means Khyber Pakhtunkhwa.
- 1.1.14 "Procuring Entity's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 'Materials' means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Procuring Entity where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Entity under Sub-Clause 10.1.
- 1.1.19 'Works' means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person, if any, notified by the Procuring Entity to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 **Priority of Documents**

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

1.4 Law

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE PROCURING ENTITY

2.1 **Provision of Site**

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

2.2 **Permits etc.**

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

2.3 Engineer's/Procuring Entity's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING ENTITY'S REPRESENTATIVES

3.1 Authorized Person

The Procuring Entity shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Entity shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Procuring Entity's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 **Contractor's Representative**

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

4.3 **Subcontracting**

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

4.4 **Performance Security**

The Contractor shall furnish to the Procuring Entity within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee for the amount and validity specified in Contract Data, in case the contract value is equal to or exceeds Rs.20.00 million. No Performance Security will be needed for contracts values less than Rs.20.00 million.

5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

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

Entity or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

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

6. **PROCURING ENTITY'S RISKS**

6.1 **The Procuring Entity's Risks**

The Procuring Entity's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) Ionizing radiations, or contamination by 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 travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Entity of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Entity's personnel or by others for whom the Procuring Entity is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the

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

7. TIME FOR COMPLETION

7.1 **Execution of the Works**

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

7.2 **Program**

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

7.3 **Extension of Time**

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

7.4 Late Completion

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

8. **TAKING-OVER**

8.1 **Completion**

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

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Entity/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate

of Completion as aforesaid, the Procuring Entity/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. **REMEDYING DEFECTS**

9.1 **Remedying Defects**

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

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

9.2 **Uncovering and Testing**

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or

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

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

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

10.3 Early Warning

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

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

10.4. Valuation of Claims

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

10.5 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 7.4 of Conditions of Contract (CoC) be paid by the Procuring Entity to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Entity and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5 of CoC, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Entity and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Entity to make payment within the times stated, the Procuring Entity shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum 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 12.2 CoC.

(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/Procuring Entity a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

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

11.4 **Retention**

Retention money shall be paid by the Procuring Entity to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, 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 Procuring Entity together with any documentation reasonably required to enable the Procuring Entity to ascertain the final contract value.

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

11.6 Currency

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

12. **DEFAULT**

12.1 **Default by Contractor**

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

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

12.2 **Default by Procuring Entity**

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

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

12.3 Insolvency

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

12.4 **Payment upon Termination**

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

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

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

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

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

13. RISKS AND RESPONSIBILITIES

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

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

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

13.2Force Majeure

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

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

After termination, the Contractor shall be entitled to payment of the unpaid

balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Entity is entitled.

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

14. INSURANCE

14.1 Arrangements

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

14.2 **Default**

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 **Notice of Dissatisfaction**

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

15.3 Arbitration

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

15.4 Resolution of Dispute in Absence of The Engineer.

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

16 INTEGRITY PACT

16.1 If the Contractor, or any of his 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 Procuring Entity shall be entitled to:

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

(b) terminate the Contract; and

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

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

CONTRACT DATA

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

Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Entity's Drawings, if any (To be listed by the Procuring Entity)
- 1.1.4 **The Procuring Entity** means **PDA**
- 1.1.5 The Contractor means The successful bidder
- 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** 6 months after work order

(The time for completion of the whole of the Works should be assessed by the Procuring Entity)

1.1.20 Engineer (if appointed)

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) _____

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

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

3.1 Authorized person: Assistant director Electrical

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

Assistant Director, PDA

4.4 **Performance Security:**

Amount Nil

Validity Nil

(Form: As provided under Standard Forms* of these Documents)

[Performance Security shall be needed for contracts values equal to or exceeding Rs.20.00 million].

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

Specification Clause No's

7.2 **Program:**

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

Form of program: ______ (Bar Chart/CPM/PERT or other)

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

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

9.1 **Period for remedying defects**

6 months after completion of work

10.2 (e) Variation procedure:

Daywork rates_____(details)

11.1 *(a) Terms of Payments

Payment of Contract Price shall be made in the following manners:

- ii). Eighty five (90%) shall be paid in accordance with Clause 8.2,11.2 & 11.3 of Conditions of Contract. And
- iii). Five percent (10%) shall be paid in accordance with Clause 11.4 of Conditions of Contract.11.1

(b) Valuation of the Works:

i)		I	ump sun	n price	(detail	s), or	
ii)		Ι	ump sun	n price with s	chedules of rates	s (details), or	
iii)		Ι	ump sun	n price with b	ill of quantities_	(details), or	
iv)		F	Re-measu	rement with e	estimated/bid qu	antities in the Schedule of	
Prices_		(det	ails), or/a	and			
v)		(Cost reim	bursable	(details)	
	11.2		icable): rials	f value of Ma eighty (80% ninety (90%)*	nt(for day work if	
	11.3	Percentage	of retent	ion (8%)			
	11.6 Currency of payment: Pak. Rupees						
	14.1	Insurances:					
		Type of cov	er				
		The Works					
		Amount of	cover				
		The sum sta	ted in the	Letter of Ac	ceptance plus fif	teen percent (15%)	
		Type of cov	er				
		Contractor's	Equipmo	ent:			
		Amount of	cover				
		Full replace	ment cost	;			

* (Procuring Entity to amend as appropriate)

Type of cover

Third Party-injury to persons and damage to property

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

Workers:

Other cover*:

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

14.2 **Amount to be recovered**

Premium plus _____ percent (___%).

15.3 Arbitration

*

Place of Arbitration:_____

(Procuring Entity to specify as appropriate)

BID DATA SHEET

ITB1.1	The project entity is Peshawar development authority, Government of KPK			
	Project Allocation Amount/PC1 Amount = Rs12.338M			
	The project name is "P/I of led road lights & installation of pda			
	furnished poles on zarguni road & periphery road phase-ii,			
	Hayatabad"			
ITB 6.1	Office of the Deputy Director (Electrical), PDA commercial complex			
	Phone # 091-9217481			
ITB 8.1	The language of bid shall be English.			
ITB 15.1	The amount of bid security will be in accordance with the Rule 20(2) of			
	KPPRA Rules 2014 and subsequent amendments			
ITB 18.2 (a)	The bid will be submitted in hard form to the office of Deputy Director			
	(Electrical) PDA commercial complex phase 5 Hayatabad			
ITB 19.1	Bids shall be submitted on or before 11:00 AM dated: 10/07/2025			
ITB 22.1	The bids will be opened on 12:00 PM dated: 10/07/2025 in the PDA			
	conference room.			

<u>BOQ</u>

A. Installation of PDA Furnished poles & LED Lights on Zarghuni Road Phase-II Hayatabad.

S. #	MRS 2024	Description	Qty	Unit	Rate	Amount
	Bi annual					
1	15-115- a	Crane charges for loading / unloading (Site & Store) / Installation (on site) and Dismantling (From site to store) PDA Road Light Furnished poles (30 No's poles).	23	Hrs	1,756.18	40,392.14
2	15-36-е	Supply & Erection of LED Road Light Fixture (120-130Watt)	100	Nos	30,093.75	3,009,375.0 0
3	15-71-a	Supply and Erection single phase imported auto circuit breaker 6 amps	100	Nos	686.81	68,681.00
4	NSI	Construction of foundation for pole including cost of pit excavation, 1:2:4 RCC 0.450m x 0.450m x 1.2m, 4 No J-bolts with galvanized threads and bolts, 2" PVC pipe for 4x25mm2 cable, back filling, ect, complete in all respects as shown in the drawings and as per instructions of engineer in charge.	40	Nos	13,911.00	556,440.00
5	15-105- b	Supply & erection of Earthling wire GSL 6 mm (1 Kg) each as per PESCO Specifications and as per directions of Engineer In charge.	40	Kg	330.30	13,212.00
6	NSI	Supply at site, installation, testing and commissioning of 4* 25 mmsq PVC insulated un-armored Aluminum conductor cable 600 / 1000 Volt grade (or otherwise mentioned in cable description) in prelaid conduits / trenches to be installed as per routes shown on drawings including cost of all necessary materials, connections, identification tags, cables lugs properly crimped at both ends for the following sizes complete in all respects.	900	Mtr	985.00	886,500.00
7	03-09-a	Earth excavation in open cut upto 1.5m depth for drains etc & disposal in Ordinary Soil	900	M3	391.27	352,143.00
8	NSI	Supply at site, installation, testing and commissioning of 4* 35 mmsq PVC insulated un-armored Aluminum conductor cable 600 / 1000 Volt grade (or otherwise mentioned in cable description) in prelaid conduits / trenches to be installed as per routes shown on drawings including cost of all necessary materials, connections, identification tags, cables lugs properly crimped at both ends for the following sizes complete in all respects.	45	Mtr	1,226.00	55,170.00
9	03-09-a	Earth excavation in open cut upto 1.5m depth for drains etc & disposal in Ordinary Soil	40	M3	391.27	15,650.80
10	NSI	P/I of 2x140 mm2 Aluminum cable form Junction box to fixture through the hollow pole.	1984.0 5	Mtr	43.00	85,314.15

11	24-16-c- 08	P/I of GI pipe 3" dia for laying on un-armored copper cable in road crosses and U-turns, including sockets, elbows, bends, ect. Complete in all respects and as per instruction of engineer in charge.	45	Mtr	3,701.02	166,545.90	
TO	TOTAL (RS)						
Note:- Following information is to be provided by the bidder, otherwise bid shall be declared as non-responsive. (Must be duly supported by evidence of exemption							
Federal GST exempted amount (PKR)							
Federal (FBR) sales tax chargeable amount (PKR)							
Applicable Federal (FBR) sales Tax rate and amount (PKR)							
Provincial (KPRA) sales tax on services (PKR)							
Any other applicable tax							
TOTAL AMOUNT (RS)							

B: Installation of PDA furnished poles and LED lights on Periphery Road Phase-2 Hayatabad.

S.#	MRS 2024 BI annual	Description	Qty	Unit	Rate	Amount
1	15-115- a	Crane charges for loading / unloading (Site & Store) / Installation (on Site) PDA Road Light Furnished Poles. (41 No's poles)	20	Hrs	1,756.18	35,123.60
2	15-36-е	Supply & Erection of LED Road Light Fixture (120-130Watt)	125	Nos	30,093.75	3,761,718.75
3	15.71.a	Supply and Erection single phase imported auto circuit breaker 6 amps	125	Nos	686.81	85,851.25
4	NSI	Construction of foundation for pole including cost of pit excavation, 1:2:4 RCC 0.450m x 0.450m x 1.2m, 4 No J- bolts with galvanized threads and bolts, 2" PVC pipe for 4x25mm2 cable, back filling, ect, complete in all respects as shown in the drawings and as per instructions of engineer in charge.	50	Nos	13,452.00	672,600.00
5	15-105- b	Supply & Erection of Earthling wire GSL 6mm (1 Kg) each as per PESCO Specifications and as per directions of Engineer In charge.	50	Kg	330.30	16,515.00
6	NSI	Supply at site, installation, testing and commissioning of 4* 25 mmsq PVC insulated un-armored Aluminum conductor cable 600 / 1000 Volt grade (or otherwise mentioned in cable description) in prelaid conduits / trenches to be installed as per routes shown on drawings including cost of all necessary materials, connections, identification tags, cables lugs properly crimped at both ends for the following sizes	1500	Mtr	985.00	1,477,500.00

		complete in all respects.							
7	03-09-a	Earth excavation in open cut upto 1.5m depth for drains etc & disposal in Ordinary Soil	1500	M3	391.27	586,905.00			
8	NSI	P/I of 2x140 mm2 Aluminum cable from junction box to fixture through the hollow pole.	1905.34	Mtr	43.00	81,929.62			
9	NSI	Supply at site, installation, testing and commissioning of 4* 35 mmsq PVC insulated un- armored Aluminum conductor cable 600 / 1000 Volt grade (or otherwise mentioned in cable description) in prelaid conduits / trenches to be installed as per routes shown on drawings including cost of all necessary materials, connections, identification tags, cables lugs properly crimped at both ends for the following sizes complete in all respects.	75	Mtr	1,226.00	91,950.00			
10	24-16-c- 08	P/I of GI pipe 3" dia for laying on un- armored copper cable in road crosses and U-turns, including sockets, elbows, bends, etc. Complete in all respects and as per instruction of engineer in charge.	75	Mtr	3,701.02	277,576.50			
11	1-01-h	Transportation of PDA Furnished Road Light Poles from Store to Site and Site to Store	14	mile	80.32	1,124.48			
тот	7,088,794.20								
		ng information is to be provided by the bidde responsive. (Must be duly supported by evid			all be				
Fede	eral GST ex	empted amount (PKR)							
Fede									
Appl									
Prov									
Any	Any other applicable tax								
ТОТ	TOTAL AMOUNT (RS)								

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____day of _____ 200 _____ between ______ (hereinafter called the "Procuring Entity") of the one part and ______ (hereinafter called the "Contractor") of the other part. WHEREAS the Procuring Entity is desirous that certain 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 witnessed as follows:

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

2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:

(a) The Letter of Acceptance;

(b) The completed Form of Bid along with Schedules to Bid;

(c) Conditions of Contract & Contract Data;

(d) The priced Schedule of Prices;

(e) The Specifications; and

(f) The Drawings

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

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

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

Signature of the Contactor

Signature of the Procuring Entity

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)