

BIDDING DOCUMENTS

PROVISION OF SERVICES FOR GLOF HAZARD VULNERABILITY RISK ASSESSMENT (HVRA)



RFP FOR GLOF HAZARD VULNERABILITY RISK ASSESSMENT

1. Director General, Provincial Disaster Management Authority (PDMA) Peshawar invites sealed bids under National Competitive Bidding from eligible **consultancy Firms/individual Consultants for GLOF Hazard Vulnerability Risk Assessment (MHVRA)**
2. The above mentioned activities are required in District Chitral Upper, Chitral Lower, Dir Upper, Swat and Kohistan Upper of Khyber Pakhtunkhwa Province.
3. Firms/Consultants shall fully comply with the required mandatory criteria mentioned in the Bids Solicitation Documents.
4. Bidding shall be conducted through **Single Stage–Single Envelope** Bidding Procedure comprising a single package containing technical, functional details as per KPPRA Rules-2014.
5. Bid Solicitation Documents can be obtained free of cost from PDMA Headquarter during office hours. The Bidding Documents can also be downloaded from official websites of PDMA at www.pdma.gov.pk
6. The bids shall reach to the Office Director DRM PDMA through registered Dak/Courier Services or by hand submission on or before **13/05/2025 at 02.00PM**. The bids shall be opened on the same day by the Procurement committee in the presence of Representatives of the bidders who intends to attend at **02:30 PM** in Committee Room of PDMA. Bid received after due date & time shall not be entertained.
7. The bid must be accompanied with Bid Security @ 2% of the total bid value in the shape of Call Deposit Receipt (CDR) in the favor of Director General PDMA.
8. Bids shall be quoted in Pak Rupees and shall inclusive of all taxes where applicable.
9. Bidders are required to offer most competitive lowest rates inclusive of all the taxes, as negotiations on quoted rates are not allowed under the rules.
10. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014

Director General
Provincial Disaster Management Authority, Khyber Pakhtunkhwa
PDMA Head Office, 46-A, Sector B 2, Phase V, Hayatabad Peshawar
Phone: 091-9213855 Fax: 091-9214025

Instructions to Bidders

A. General

IB.1 Introduction

PDMA Khyber Pakhtunkhwa is seeking proposals from qualified firms or consortia to conduct a comprehensive GLOF (Glacial Lake Outburst Flood) hazard vulnerability risk assessment. The focus of the study area is the GLOF-vulnerable valleys in the Khyber Pakhtunkhwa Province of Pakistan.

IB.2 Objectives

- Conduct a detailed GLOF hazard vulnerability risk assessment in the selected valleys.
- Carry out the susceptibility assessment for GLOFs in Khyber Pakhtunkhwa (Selected Valleys)
- Create a comprehensive inventory database of GLOF events, including

IB.3 Scope of Work:

Under the supervision of the PDMA the Consultant/firm's will be responsible for completion of following activities:

i. GLOF Hazard Vulnerability Risk Assessment

- Identify and map glacial lakes and potential GLOF sites in District Kohistan Upper, Swat, Dir Upper, Chitral Lower & Chitral Upper. .
- Develop and adopt criteria/methodology on the basis of peer review literature for identification of Potential GLOF lakes and sites.
- Assess the vulnerability of communities, infrastructure, and ecosystems to GLOF events.
- Conduct field surveys and remote sensing analysis to gather data on glacial lakes and surrounding areas.
- Develop risk assessment models to predict potential GLOF impacts.

ii. GLOF Monitoring and Inventory Database

- Establish a database for historical and real-time GLOF event data.
- Include information on GLOF triggers, event characteristics, affected areas, and impacts.
- Develop tools for data entry, retrieval, and analysis.
- Ensure the database is easily accessible and maintainable.

iii. Glacial lake outburst susceptibility assessment

The Consultant/ firm will Carry out the susceptibility assessment for GLOFs. The susceptibility assessment for Glacial Lake Outburst Floods (GLOFs) involves identifying and evaluating factors that may contribute to the likelihood of a glacial lake outburst. The GLOF susceptibility assessment for the glacial lakes should be performed based on the

following conditioning and triggering factors, broadly categorized into atmospheric, cryospheric, geotechnical, and geomorphic factors. Each factor needs to be quantified using the available observed data, including remote sensing, DEM, field observations. Specifically, the following factors may be considered for the GLOF susceptibility assessment:

a) Atmospheric Factors:

- Temperature (warming trends, Freeze-Thaw Cycles)
- Precipitation (Heavy Rainfall, Snowfall and Snowmelt)
- Storms and Extreme Weather Events (Cloudbursts, Tropical Cyclones)
- Wind Patterns
- Solar Radiation

b) Cryospheric factors:

- Glaciers and Lakes Area and temporal change in its area.
- Glacier mass balance
- Glacier Velocity
- Avalanches

c) Geotechnical, and geomorphologic factors:

- The topographic potential of the surrounding slopes for landslide/rockfall and ice/snow avalanche
- Moraine dam stability, Steep Lakefront Area (SLA)
- Hydrological characteristics such as total area of catchment and stream density
- The parent glacier extent and glacier lake boundaries
- **Ice-Calving:** The detachment of large ice blocks from the glacier into the lake can displace significant water volumes, potentially leading to overtopping of the dam

The criteria for GLOF susceptibility will be based on the factors outlined above, classifying the risk into high, medium, and low susceptibility levels.

iv. Exposure and Vulnerability Assessment (Structure Engineer)

PDMA require a comprehensive vulnerability assessment focused on physical infrastructure. This will involve field surveys, GIS and remote sensing techniques, and the use of government-approved statistical data. The consultant will:

- Conduct detailed assessments to identify populations at risk (categorized by age, sex, and disability) and evaluate the vulnerability of physical assets in relation to the hazards present in the study area.
- Develop probabilistic damage and impact scenarios in collaboration with relevant stakeholders, followed by field validation to ensure accuracy.

- List and categorize various types and levels of exposure within the area.
- Design and implement tools and sampling techniques tailored to analyzing the vulnerability of each exposed element, considering the specific local hazards.
- Utilize Participatory Rural Appraisal (PRA) tools, including Focus Group Discussions (FGDs), hazard timelines, transit walks, problem trees, seasonal calendars, and mapping techniques, to thoroughly assess and map vulnerability and exposure.

This approach will ensure that all elements of vulnerability and exposure are accurately identified and analyzed, leading to informed and effective decision-making.

v. Hydrological Modeling and GLOF Events Simulation:

The consultant/firm will Carry out detail GLOF hazard assessment through hydrological and hydraulic Modeling techniques using peak flow discharge, GLOF situation analysis and simulation using dambreak (Lake breach) analysis. .

IB.4 Deliverables

- Comprehensive GLOF hazard vulnerability risk/susceptibility assessment report.
- Final project report summarizing methodologies, findings, and recommendations

B. BIDDING DOCUMENTS

IB.5 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedule A to Bid
3. Conditions of Contract & Contract Data
4. Standard Form of Contract Agreement

IB.6 Clarification of Bidding Documents

- 6.1 A prospective bidder requiring any clarification(s) with regard to Bidding Documents may notify the Procuring Entity at the Procuring Entity's address indicated in the Bidding Data.

- 6.2 A procuring entity may ask bidder for clarification of the bid to assist in the evaluation. To avoid delays, the procuring entity may hold a pre-bid conference with the prospective bidders at least five working days before the last day for submission of bids if the procurement is of complex nature and high value.

IB.7 Amendment of Bidding Documents

- 7.1 At any time prior to the deadlines 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/Corrigendum.
- 7.2 Any addendum/Corrigendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be uploaded on official website of PDMA. Bidders shall acknowledge receipt of each addendum in writing to Procuring Entity.
- 7.3 To afford bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.8 Language of Bid

As per rule-4 of the KPPRA rules 2014, All documentation related to public procurements of entities shall be in English or Urdu.

IB.9 Documents Comprising the Bid

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

- (a) Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.13.3.
- (c) Bid Security furnished in accordance with Clause IB.12.
- (d) Documentary evidence in accordance with Clause IB.11

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before bidding as to the correctness and

sufficiency of his Bid and of the rates entered in the Schedule.

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

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall quote the rates as per details given in the Schedule A to Bid.
- 10.2 The unit rates and prices in the Schedule of Rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.9, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents. (As explained in Bidding Data)

IB.12 Bid Security

- 12.1 Each bidder shall furnish, as part of his bid, a Bid Security amounting to 2% of the total bid value in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Procuring Entity valid for a period up to three (03) months beyond the bid validity date. The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid.
- 12.2 Any bid not accompanied by an acceptable Bid Security shall be considered by the Procuring Entity as non-responsive.
- 12.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 12.4 The bid security of successful bidder will be retained with the Procuring Entity till completion of the contract period and the amount of performance guarantee will be reduced by an equivalent amount.
- 12.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or

- (b) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.20, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.19.2&19.3.

IB.13 Validity of Bids, Format, Signing and Submission of Bid

- 13.1 Bids shall remain valid for the period of One Year (365 days) after the date of bid opening.
- 13.2 Schedule to Bid is to be properly completed in its entirety and signed.
- 13.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 13.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them as “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 13.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). All pages of the bid shall be initialed and official sealed be affixed by the person or persons signing the bid.
- 13.6 The Bid shall be delivered in person, or through courier service or sent by registered mail, at the address to Procuring Entity as given in Bidding Data.

D. SUBMISSION OF BID

IB.14 Deadline for Submission, Modification & Withdrawal of Bids

- 14.1 Bids must be received by the Procuring Entity at the address as provided in Bidding Data not later than the time and date stipulated therein. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 14.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 14.3 Any bid received by the Procuring Entity after the deadline for submission

prescribed in Bidding Data will be returned unopened to such bidder.

- 14.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to the deadline for submission of bids.
- 14.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.12.5 (a).

E. BID OPENING AND EVALUATION

IB.15 Bid Opening, Clarification and Evaluation

- 15.1 The Procuring Entity will open the bids, in the presence of bidders' or their representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 15.2 The bidder's name, Bid Prices, the presence or absence of Bid Security, and such other details as the Procuring Entity at its discretion may consider appropriate, will be announced by the Procuring Entity while opening the bid. The Procuring Entity will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- 15.3 To assist in the examination, evaluation and comparison of Bids the Procuring Entity may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 15.4 Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents. It will include determining the requirements listed in Bidding Data.
- 15.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 15.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Procuring Entity, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

IB.16 Process to be Confidential

- 16.1 Procuring entities shall announce the results of technical bid evaluation in the form of a report before opening of the financial bids, to all bidders. The procuring entity shall also announce the final results of a bid evaluation giving justification for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and Authority website.
- 16.2 Any effort by a bidder to influence Procuring Entity in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.17. Post Qualification

- 17.1 The Procuring Entity, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the bidder to provide information concerning their professional, technical, financial, legal or managerial competence:

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

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

IB.18 Award Criteria & Procuring Entity's Right

- 18.1 Subject to Sub-Clause IB.18.2, **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 qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.17.
- 18.2 Notwithstanding Sub-Clause IB.18.1, 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 to inform the affected bidders of the grounds for the Procuring Entity's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of

the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.19 Notification of Award & Signing of Contract Agreement

- 19.1 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.
- 19.2 Within seven (7) days from the date of furnishing of acceptance Performance Security under the Conditions of Contract, the Procuring Entity will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 19.3 The formal Agreement between the Procuring Entity and the successful bidder shall be executed within seven(7) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Entity.

IB.20 Performance Security

- 20.1 The Bid security shall be retained as performance guarantee/security for the period of contract agreement.

BIDDING DATA

Instructions to Bidders

Clause Reference

- 1.1 **Name of Procuring Entity**
Director General, Provincial Disaster Management Authority
- Brief Description of Works**
GLOF Hazard Vulnerability Risk Assessment and We-based Application Development for GLOF Scenario-Based Simulation Modeling, Monitoring and Inventory Database mentioned in the Schedule A appended to bidding documents.
- 6.1 **Procuring Entity's address:**
PDMA, Sector B-2, Phase V, Hayatabad Peshawar, Phone No.9211854-9213867, Fax No.9214025.
- 10.2 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 **Bid Evaluation Criteria**
MANDATORY CRITERIA (Bid not fulfilling the mandatory criteria will be treated as non-responsive bid)

- a) Legal status along with proof of being a Taxpayer.
- b) Appearance on Active Taxpayer List (ATL), of FBR. Payment will be linked with the active Taxpayer status as per FBR Database.
- c) CDR in favour of Director General PDMA @ 2% of the total bid value.
- d) Proof of registration with Khyber Pakhtunkhwa Revenue Authority (KPRA).
- e) Valid certificate of registration with Pakistan Engineering Council (PEC).
- f) Affidavit of stamp paper stating that the firm/consultant is not blacklist by any government/semi government authority.
- g) Minimum 02 similar nature project/assignment completion certificate from any government agency/UN agencies/INGO in Pakistan.
- h) Financial Proposal (including detailed costing/budget associated with the assignment).
- i) Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive

12.1 Amount of Bid Security

02% of the total bid value.

13.1 Period of Bid Validity

Six (06) Months (extendable)

13.4 Number of Copies of the Bid to be submitted

One original plus one copy.

13.6 Procuring Entity's Address for the Purpose of Bid Submission

Director General, Provincial Disaster Management Authority, Phase V, Hayatabad Peshawar

14.1 Deadline for Submission of Bids

02:00 PM on **13/05/2025**.

15.1 Venue, Time, and Date of Bid Opening

Venue: PDMA Head Office

Time: 02:30 PM

Date: **13/05/2025**

15.4 Responsiveness of Bids

- (i) The Bid is valid till required period,
- (ii) The Bid prices are firm during currency of contract
- (iii) The Bidder is eligible to Bid and possesses the requisite capability and qualification.

FORM OF BID

(LETTER OF OFFER)

To:

The Director General,
Provincial Disaster Management Authority,
Khyber Pakhtunkhwa.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Schedule A and Addendum/Corrigendum Nos. _____ for provision of services , we, the undersigned, being a company doing business _____ under the name _____ of _____ and address _____ and being duly incorporated under the laws of Pakistan hereby offer to provide the services in conformity with the said Documents including Addendum/Corrigendum thereto.
2. We understand that the Schedule attached hereto forms part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security amount of Rupees five hundred thousand (Rs 500,000) in favor of Director General PDMA, valid for a period of one Year (if contract not extended) beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to provide GLOF Hazard Vulnerability Risk Assessment and We-based Application Development for GLOF Scenario-Based Simulation Modeling, Monitoring and Inventory Database.
5. We agree to abide by this Bid for the period 06 Months 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 undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.

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

Dated this _____ day of _____, 2025

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____ NIC No. _____

Address: _____

SCHEDULE A TO BID

GLOF Hazard Vulnerability Risk Assessment and We-based Application Development for GLOF Scenario-Based Simulation Modeling, Monitoring and Inventory Database.

S.No	Activity	Bid Price, Complete Package (PKR)
1	GLOF Hazard Vulnerability Risk Assessment in District Kohistan Upper, Swat, Chitral Lower, Chital Upper, Dir Upper. (Detail Cost break-up shall be attached)	

Seal & Signature of Bidder: _____

Date: _____

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 rates for different destinations.

Persons

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

Dates, Times and Periods

- 1.1.6 “Commencement Date” means the date named in the Contract.
- 1.1.7 “Day” means a calendar day.
- 1.1.8 “Period” means the period of the Contract.
- 1.1.9 “Country” means the Islamic Republic of Pakistan.
- 1.1.10 “Province” means Khyber Pakhtunkhwa.
- 1.1.11 “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.

1.2 **Interpretation**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural.

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.

2. **THE PROCURING ENTITY**

1.5 **Statutory Obligations**

The Firm/consultant 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 Services.

2 **The Procuring Entity**

2.1 **Procuring Entity's Instructions**

The firm/consultant shall comply with all instructions given by the Procuring Entity in respect of the Services.

2.2 **Approvals**

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

3. **PROCURING ENTITY'S REPRESENTATIVES/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.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall take all responsibility for completion of the assignment as specified in scope of work. All required supervision to be carried out by the firm.

4.2 Subcontracting

The Firm shall not subcontract without the consent of the Procuring Entity.

4.3 Performance Security

Bid Security shall be retained by the procuring entity as performance security till completion of the contract agreement.

5. RESPONSE TIME

5.1 Early Warning

The Contractor shall notify the Procuring Entity/authorized person in writing as soon as he is aware of any circumstance which may delay or disrupt the service delivery.

6. PAYMENT

The firm/consultant shall submit invoice for successful completion of assignment to the Procuring Entity a statement/bill/invoice showing the amounts to be paid.

7. Currency

Payment shall be in the currency stated in the contract data

8. DEFAULT

8.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the 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.

9. **RISKS AND RESPONSIBILITIES**

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

The Contractor shall take full responsibility for the deliverables in due time.

9.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Procuring Entity immediately.

10. **RESOLUTION OF DISPUTES**

10.1 **Arbitration**

A dispute shall be settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data.