



**PAKISTAN INFRASTRUCTURE DEVELOPMENT
COMPANY LTD.
MINISTRY OF HOUSING & WORKS
GOVERNMENT OF PAKISTAN**

**BID DOCUMENTS
VOLUME – 1 OT 1**

**REHABILITATION OF MAIN EXISTING NALA FROM SATTAR SHAH
PARK TO ODIAN PLAZA VIA NISHAT CHOWK HYDERABAD CITY.
CONTRACT PACKAGE : PIDCL/SINDH/PSDP/02/02**

SINGLE STAGE TWO ENVELOPE

March 2026

**Head Office: 6th Floor, Extension Block, Bahria Complex IV, Gizri,
Karachi
Tel: 021-35155101, Fax” 021-35155102**



BID DOCUMENTS

FOR

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PARK TO ODIAN PLAZA VIA NISHAT CHOWK HYDERABAD CITY.
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BID DOCUMENTS ARE PLACED IN THE FOLLOWING FOLDERS

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- 3) BIDDING DATA
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INVITATION TO BID



PAKISTAN INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED
MINISTRY OF HOUSING & WORKS
GOVERNMENT OF PAKISTAN
6TH FLOOR, EXTENSION BLOCK, BAHRIA COMPLEX IV, GIZRI KARACHI

INVITATION OF BIDS THROUGH E-PADS

The Pakistan Infrastructure Development Company Limited (PIDCL), Ministry of Housing & Works Government of Pakistan, under the **Single Stage Two Envelopes Procurement method**, as defined in PPRA Rules 36(b) 2004 (as amended), bids are invited through the online E-PADS platform. Firms having valid registration with the Pakistan Engineering Council (PEC) in appropriate category and specialized field under relevant codes, the Federal Board of Revenue (FBR), Sales Tax and other applicable taxes (if any) are eligible to submit bids for the following works, in accordance with the detailed Bills of Quantities (BOQs) and specifications provided in the tender documents.

Sr. No	Name of Work (District _____)	Bid Security	NIT Cost in Rs: (Pak PWD 2022)	Date & time of Submis sion of Bids	Date & time Opening of Bids
01	REHABILITATION OF MAIN EXISTING NALA FROM SATTAR SHAH PARK TO ODIAN PLAZA VIA NISHAT CHOWK HYDERABAD CITY. CONTRACT PACKAGE : PIDCL/SINDH/PSDP/02/02	5,500,000	215,908,784	@ 25 TH March, 2026 11:00 am	@ 25 TH March, 2026 11:30 am

Prospective bidders can obtain the bidding documents online from (<https://eprocure.gov.pk/>) by paying a non-refundable fee of **Rs. 5,000/-** payable to Pakistan Infrastructure Development Company Limited in shape of Pay Order / CDR (**mentioning name of the Contractor's Firm and in favor of Pakistan Infrastructure Development Company Limited**).

Bid security in shape of Pay Order / CDR / Bank Guarantees (**mentioning name of the Contractor's Firm and in favor of Pakistan Infrastructure Development Company Limited**). In case of bogus/fake Pay Order / CDR / Bank Guarantee procuring agency shall be liable to blacklist the firm/contractor. Original Pay Order / CDR / Bank Guarantee for bid security and tender fee in shape of pay order shall be delivered to employer's address before the deadline submission of bid. Late delivered bid security and tender fee will lead to mark bid as non-responsive. Scanned copy of bid security and tender fee shall be attached with bid to be uploaded on EPADS.

The contractor quoting their bids above NIT Cost shall submit bid security to the extent as per mentioned amount of Bid security in shape of Pay Order / CDR / Bank Guarantees.

Bidders are required to submit their bids electronically via the E-Pak Acquisition & Disposal System (E-PADS) using the upload function. The bid submission must be accompanied by a scanned copy of the tender fee, amounting to **Rs. 5,000/-** and scanned copy of Bid Security. Furthermore, the original sealed **Tender Fee, Bid Security (Pay Order / CDR / Bank Guarantees) and E-Stamp Paper** are to be delivered in separate envelopes to the **office of the General Manager (Engineering) / Chief Engineer, PIDCL, Cantt, Karachi, before bid submission time.**



All bids must be submitted electronically through the E-PADS system; no alternative submission methods will be accepted. The bids submitted via E-PADS will be opened in the **office of the General Manager (Engineering) / Chief Engineer, PIDCL, Cantt, Karachi** in the presence of the Procurement Committee and authorized representatives of participating firms who wish to attend in **office of the General Manager (Engineering) / Chief Engineer, PIDCL, Cantt, Karachi, before bid submission time.**

All other terms and Conditions are given in the bidding documents. However, interested Bidders can obtain any further information/clarification from the **office of the General Manager (Engineering) / Chief Engineer, PIDCL, Cantt, Karachi, before bid submission time.**

In case of any unforeseen situation resulting in closure of office on the date of opening or if the Government declares Holiday the tenders shall be submitted / opened on the next working day at the same time & venue. Any conditional or un-accompanied of the bid security, tender will not be considered in the competition.

The procuring agency shall not be held liable for any online errors occurring during the submission or opening of bids, nor for technical issues experienced by bidders. The procuring agency reserves the right to reject any bid, in accordance with the relevant provisions of PPRA & may cancel the bidding process at any time prior to the acceptance of bid or proposal, as stipulated in rule 33 of said rules.

Office of The General Manager (Engineering)
Pakistan Infrastructure Development Company Limited (PIDCL)
Bahria Complex IV, 6th Floor, Ext. Block Gizri, Karachi.
Telephone: +92-21-35155101, Fax: +92-21-35155102
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INSTRUCTIONS TO BIDDERS



INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bidding Data Sheet 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 Employer as defined in the Bidding Data Sheet hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data Sheet 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.

IB.2 Source of Funds

- 2.1 The Employer has received development funds from the Federal Government source(s) indicated in the Bidding Data Sheet, in Pak. Rupees towards the cost of the Works/Project specified in the Bidding Data Sheet and it is intended that proceeds of the funds so received will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Notice Inviting Tenders/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 nature and value of the Works, and fulfilling all other terms and conditions narrated in the Notice Inviting Tender.

IB.4 Eligible Materials, Equipment and Services

- 4.1 All materials, equipment and services to be supplied under this Contract shall have their origin in eligible countries described under paragraph 4.4 hereunder.
- 4.2 For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3 The origin of Goods and Services is distinct from the nationality of the Bidder.



- 4.4 Eligible countries to participate in this bidding process are those which have been notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL); information can be accessed through following link:
<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>.

IB.5 One Bid per Bidder

- 5.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who participates in more than one bid (other than alternatives pursuant to Clause IB.17) will be disqualified.

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 Employer 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 Employer, 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 Sheet.
 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. Forms of Bid and 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 and Form of Indemnity Bond for Secured Advance.



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 Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents,

8.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than the period specified in the Bidding Data, prior to the deadline for submission of bids.

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

8.3 The Employer may, on his own 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. The date, time and venue of pre-bid meeting, if convened, are as stipulated in the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

8.4 The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.

8.5 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 IB.7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

8.6 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.9 Amendment of Bidding Documents

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

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



- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Cost of Bidding

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

IB.11 Language of Bid

- 11.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data Sheet 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.12 Documents Comprising the Bid

- 12.1 Each Bidder shall:

- (a) submit duly filled in, signed and stamped Letter of Bid and completed Schedules to Bid as required, including priced Bill of Quantities, in accordance with Clause IB.18 hereof;
- (b) submit Bid Security in accordance with Clause IB.16 hereof;
- (c) submit alternative proposal, if permissible in accordance with Clause IB.17;
- (d) submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature;
- (e) submit the Qualification Updating Forms duly filled in, signed and stamped along with requisite attachments, to establish that the Bidder continues to meet the Eligibility and Qualification Criteria set out in the Pre-Qualification Documents and as provided in the Section "Evaluation Criteria and Qualification Updating Forms";
- (f) furnish a technical proposal taking into account the various Schedules to Bid, specially the following:



Schedule-C to Bid, Proposed Construction Schedule;
Schedule-D to Bid, Method of Performing the Work;
Schedule-E to Bid, List of Major Equipment;
Schedule-F to Bid, Organization Chart for Supervisory Staff;
and other pertinent information, such as mobilization programme, etc.

12.2 Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

- (a) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members 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 Employer 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 Letter 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 and corresponding duties & responsibilities 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 partners without prior written consent of the Employer.

12.3 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 IB.1.2 hereof.

IB.13 Bid Prices

13.1 The price and discount if any quoted by the Bidders in the Letter of Bid and in the Bill of Quantity shall conform to the requirement specified below:

13.2 The Bidder shall quote any discounts and the methodology for their application.



- 13.3 If bids are being invited for individual lots (contracts) or for any combination of lots, the Bidders can offer discounts for the individual lots (contracts) as well as for award of more than one Contract and shall specify in their bid.
- 13.4 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause IB.1.1 hereof, based on the unit rates and/or prices.
- 13.5 The Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 13.6 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 13.6 [Adjustment for Changes in Laws] of the Conditions of Contract.

- 13.7 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost] of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Schedule-A to Bid, and shall submit with their bids such other requisite supporting information if required under the said Schedule.

IB.13 Currencies of Bid and Payment

- 14.1 The unit rates and the prices shall be quoted by the Bidder entirely PKR. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent PKR.
- 14.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date twenty eight (28) days prior to the deadline for submission of bids. Such rates shall be notified by the Employer not later than fourteen (14) days prior to the deadline for submission of Bids.



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

IB.15 Bid Validity

- 15.1 Bids shall remain valid for the period stipulated in the Bidding Data Sheet after the Date of Bid Opening specified in Clause IB.23.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders to 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.

IB.16 Bid Security

- 16.1 Each Bidder shall furnish, as part of his bid, a Bid Security in original form in the amount stipulated in the Bidding Data in PKR or an equivalent amount in a freely convertible currency.
- 16.2 The Bid Security shall be, at the option of the Bidder, in the form of Call Deposit Receipt (CDR)/ Pay Order or a Security issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the **Bidding Data** and rated by PACRA/VIS of rating as provided in Table below in favour of the Employer valid for a period 14 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

Bid Price (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA
<i>[Note: Insurance Company includes Joint Ventures of Insurance Companies also]</i>	

- 16.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer/Employer's Representative as non-responsive.



- 16.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the period of Bid Validity.
- 16.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 16.6 The Bid Security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in IB.22.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to IB.28.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
- 16.7 In case of annulment, all Bids submitted and specially, Bid securities, shall be returned to the Bidders within 14 days of annulment.

IB.17 Alternate Proposals by Bidder

- 17.1 Unless otherwise specified in the Bidding Data, alternative proposal(s) shall not be considered.
- 17.2 Should any bidder consider that he can offer any advantages to the Employer 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 Letter of Price Bid shall be that which represents complete compliance with the Bidding Documents.
- 17.3 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

IB.18 Format and Signing of Bid

- 17.1 18.1 Bidders are particularly directed that the amount entered on the Letter of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All Schedules to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Letter of Bid nor in the Schedules 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 in 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.12 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

The Bidder shall also provide complete searchable PDF versions as well as Word, Excel, etc., versions of the Bid if so required in the Bidding Data.

18.5 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause IB.12.1(d) hereof. All pages of the Bid shall be initialled 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 Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

18.7 Bidders shall indicate in the space provided in the Letter 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 and the Bid as their file copy.

18.9 All documents executed outside Pakistan required to be submitted with the Bid must be certified by Pakistani Embassy in the respective country(ies).

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 IB 19.2 hereof.
- (c) The Technical Bid should comprise of documents listed in IB.11.1 (A) and the Price Bid should comprise of documents listed in IB.11.1 (B), which shall be placed in separate envelopes in accordance with IB 11.1.

19.2 The inner and outer envelopes shall:



- (a) Be addressed to the Employer at the address provided in the Bidding Data Sheet;
- (b) Bear the name and identification number of the contract as defined in the Bidding Data Sheet; and
- (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data Sheet.

19.3 In addition to the identification required in IB 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 Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data Sheet.

(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 Employer 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 Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

21. (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.

(b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office 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 Employer prior to the deadline 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 IB.22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB. 23 Bid Opening

- 23.1 The Employer will open the Bids including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. 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. Only bids that are opened and read out at Bid opening shall be considered further.
- 23.3 The Bidder's name, total Bid Price and price of any alternative proposal(s), any discounts, Bid modifications, substitution and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of Bids. Only discounts and alternative proposals read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Summary Bill of Quantities are to be initialled by representative(s) of the Employer attending Bid opening. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with Sub-Clause IB 21.1).



23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with the Sub-Clause IB.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 bid evaluation report which shall be done at least ten 10 days prior to issue of Letter of Acceptance. 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 Employer'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 Employer 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 Employer in the evaluation of the bids in accordance with Clause IB.28.

25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

IB.26 Examination of Bids and Determination of Responsiveness

26.1 Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.

26.2 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in Sub- Clause IB.12.

26.3 A substantially responsive Bid is one which meets the requirements of the Bidding Documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality or performance of the Works;
or



- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

26.4 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

6.5 The Employer shall examine the technical aspects of the Bid submitted in accordance with Sub-Clause IB.12.1(f), in particular, to confirm that all requirements stated in Specifications have been met without any material deviation, reservation or omission.

26.6 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation, reservation or omission.

IB.27 Nonmaterial Nonconformities

27.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

27.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

27.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by other lowest two evaluated substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use a suitable CSR, adjusted to the date 28 days earlier to the Bid submission date or its best assessment.

IB.28 Correction of Arithmetic Errors

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer 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 Employer 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.

28.2 The amount stated in the Letter of Price Bid will be adjusted by the Employer 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 IB.15.6 (b) hereof.

IB.29 Evaluation and Comparison of Bids

29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.

29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

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

29.3 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.

29.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer 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 Employer 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 Employer against financial loss in the event of default of the successful bidder under the Contract.



IB.30 Abnormally Low Bids

30.1 If the Bid Price of the successful Bidder is more than 15% below the lower of the Employer's estimate of the cost of work to be performed under the Contract or average of other lowest two evaluated substantially responsive Bids, the Employer may require the Bidder to produce detailed price analyses from 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 Employer may require an additional Performance Security by 10% of the difference of the Bid Price as determined hereinabove upto issuance of Taking Over Certificate at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The Bids having Bid Price lower than 25% shall be liable to be rejected.

IB.31 Unbalanced or Front-Loaded Bids

31.1 If the Bid of the successful Bidder is seriously unbalanced (Front Loaded) in relation to the average of other evaluated substantially responsive Bids, the Employer during execution of contract may pay against measured quantities of significantly higher quoted line item(s) rate(s) with respect to same line item(s) rate(s) determined from the average of other lowest two evaluated substantially responsive Bids as instructed by the Engineer. The balance line item(s) rate(s) may be paid against the same measured quantities at the time of issuance of Taking Over Certificate or as instructed by the Engineer.

F. AWARD OF CONTRACT

IB.32 Award Criteria

32.1 Subject to Clauses IB.33 and IB.39, the Employer will award the Contract to the Bidder whose Bid has been determined as most advantageous Bid (substantially responsive to requirements of the Bidding Documents with the lowest evaluated Bid Price)

IB.33 Employer's Right to Annul the Bidding Process

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



IB.34 Notification of Award

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

IB.35 Performance Security

- 35.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data Sheet and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 35.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.36 Signing of Contract Agreement

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



IB.37 Integrity Pact

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

IB.38 Instructions not Part of Contract

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

IB.39 Corrupt and Fraudulent Practices

39.1 The Employer will reject a Bid if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract under this bidding.

39.2 The Employer will blacklist and hence forthwith debar a Constructor or individual, at any time, in accordance with the prevailing Public Procurement Rules 2004.



BIDDING DATA SHEET



[NOTES ON BIDDING DATA SHEET]

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

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

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



BIDDING DATA

(This section should be filled in by the Engineer/Employer before issuance of the Bidding Documents. The following specific data for the Works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Instructions to Bidders

Clause Reference

1.1 Name of Employer

Chief Executive Officer,

Pakistan Infrastructure Development Company Limited (PIDCL),
Ministry of Housing & Works, Government of Pakistan,
6th Floor Extension Block, Bahria Complex-IV, Gizri, Karachi.

Brief Description of Works

**REHABILITATION OF MAIN EXISTING NALA FROM SATTAR SHAH PARK
TO ODIAN PLAZA VIA NISHAT CHOWK HYDERABAD CITY. CONTRACT
PACAKGE : PIDCL/SINDH/PSDP/02/02**

2.1 Source of fund

PSDP

IB.3 Eligible Bidders

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

- a) Valid registration with PEC 2026 in category C-3 or above.
- b) Valid/Active registration with income tax department (NTN Certificates)
- c) Valid /Active Registration with Sales Tax and Registration with SRB.
- d) Income Tax return of last 03 years.
- e) Joint venture will not be allowed
- f) Fresh affidavits (E stamp paper) with effect that all documents/particulars/ information provided are true and correct. In case of bogus/tempered or false information/ certificates produce by the company/firm shall be liable to be black listed at any stage on separate E-Stamps paper.
- g) Undertaking on fresh stamp paper (E stamp paper) that firm is not involved in any kind of litigation with any departmental rift, abandoned or necessary delay incomplection of any work on separate E-Stamps paper



- h) Fresh affidavit (E stamp paper) to this effect that the firm/contractor have not been black listed previously by any executing agency on separate E-Stamps paper.

Note: The affidavits and undertaking required under clauses (f), (g), and (h) may be furnished on a single e-Stamp paper of 500 (Five Hundred Rupees), having all declarations clearly stated and duly notarized

- i) Financial audit reports (QCR firm) for the last three years.
- j) The tender should be submitted along with the above required documentation/information. If any such required documents/information lacking, then the tender will not be considered by the PIDCL and no excuse will be entertained.

7.1 The text of Sub-Clause 7.1 is deleted and substituted with the following:

The Bidding Documents 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 Sheet.
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. Forms of Bid (Technical Bid and Price Bid) and Appendices to Bid.
8. Bill of Quantities (Appendix-D to Bid).
9. Form of Contract Agreement.
10. Bid Security
11. Form of Performance Security Bank Guarantee (Unconditional)
12. Drawings

8.1 Time limit for clarification:

Delete the text of Sub-Clause 8.1 in its entirety and substitute with the following:

Any prospective bidder requiring any clarification(s) through **E-PADs only** in respect of the Bidding Documents.

Any prospective bidder requiring any clarification(s) during Pre-Bid Meeting is scheduled on **Monday, 9th March 2026 at 10.00 am** is required to submit their queries through **E-PADs only** at least one day prior to the Pre-Bid meeting.

No request for clarification(s) will be entertained if received by the Employer later than seven (07) days prior to the date fixed for submission of bids. The Employer's response to any request for clarification will be made not later than three (03) days prior to the date fixed for submission of bids.



11.1 Bid language is English.

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

12.1 (A) The Bidder shall submit with its Technical Bid the following documents:

- (a) Letter of Technical Bid LTB 1
- (b) Bid Security (BDS 15)
- (c) Written Confirmation Authorizing the Signatory of the Bid to Commit the Bidder (IB.18.5)
- (d) Pending Litigation Information/Undertaking (BDS 3.1(k,l,m))
- (e) Special Stipulations (as filled by the Employer) (Appendix-A)
- (f) Proposed Construction Schedule (Appendix-E)
- (g) Method of Performing the Work (Appendix-F)
- (h) List of Critical Plant and Equipment Available (Appendix-G)
- (i) Construction Camp and Housing Facilities (Appendix-H)
- (j) List of Sub-Contractors (as required) (Appendix-I)
- (k) Organization Chart for Supervisory and Construction Staff (technical/non-technical) (Appendix-K)
- (l) Integrity Pact (Appendix-L)

- (m) Evidence of Financial Competence/Status including Bank Account Statement and Access to Financial Resources along with Annual Financial Audit Reports (QCR) for the Last Three (03) Years (Appendix-M)
- (n) Past Performance, Current Work Commitments, Qualification and Experience Evaluation/Marking Criteria for Technical Bids (Appendix-N)

12.1 (B) The Bidder shall submit with its Price Bid the following documents:

- (a) Letter of Price Bid
- (b) Bill of Quantities (Appendix –D)
- (c) Estimated Progress Payments (Appendix –J)

13.1 The bidders shall fill in Premium above/below on % Basis for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities in conjunction of below;

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

SH-I RCC DRAIN (NALA)



SH-II ELECTRIFICATION

- (b) Specification of PWD
- (c) For details refer BOQ (Schedule of Prices)

14.1 **Currency of Bid and Payment**

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

15.1 **Period of Bid Validity**

90 days.

15.4 **Number of Copies of the Bid to be submitted.**

On E-PADs only

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

Original Tender Fee (Pay Order), Bid Security (CDR) and Affidavits on E-Stamps are to be delivered physically at the office of **office of the General Manager (Engineering) / Chief Engineer, PIDCL, Cantt, Karachi /before bid submission time.**

16.1 **Amount of Bid Security**

Rupees Rs. 5,500,000/- in shape of Pay Order / CDR / Bank Guarantees , in case of bogus/fake Pay Order / CDR procuring agency shall liable to blacklist the firm/contractor

Bid security in shape of Pay Order / CDR / Bank Guarantees (**mentioning name of the Contractor's Firm and in favor of Pakistan Infrastructure Development Company Limited**). In case of bogus/fake Pay Order / CDR / Bank Guarantee procuring agency shall be liable to blacklist the firm/contractor.

Original Pay Order / CDR / Bank Guarantee for bid security and tender fee in shape of pay order shall be delivered to employer's address before the deadline submission of bid. Late delivered bid security and tender fee will lead to mark bid as non-responsive. Scanned copy of bid security and tender fee shall be attached with bid to be uploaded on EPADS.

Bidders are required to submit their bids electronically via the E-Pak Acquisition & Disposal System (E-PADS) using the upload function, no alternative submission methods will be accepted. The bid submission must be accompanied by a scanned copy of the tender fee, amounting to **Rs. 5,000/-** and scanned copy of Bid Security.



Furthermore, the original sealed **Tender Fee (Pay Order), Bid Security Pay Order / CDR / Bank Guranttee and E-Stamp Paper** are to be delivered in separate envelopes to the **office of the General Manager (Engineering) / Chief Engineer, PIDCL, Cantt, Karachi**, before bid submission time.

The bids submitted via E-PADS will be opened in the office of the **office of the General Manager (Engineering) / Chief Engineer, PIDCL, Cantt, Karachi, before bid submission time** in the presence of the Procurement Committee and authorized representatives of participating firms who wish to attend in the **office of the General Manager (Engineering) / Chief Engineer, PIDCL, Cantt, Karachi, before bid submission time**.

All other terms and Conditions are given in the bidding documents. However, interested Bidders can obtain any further information/clarification from the office of the **office of the General Manager (Engineering) / Chief Engineer, PIDCL, Cantt, Karachi, before bid submission time**.

In case of any unforeseen situation resulting in closure of office on the date of opening or if the Government declares Holiday the tenders shall be submitted / opened on the next working day at the same time & venue. Any conditional or un-accompanied of the bid security, tender will not be considered in the competition.

The procuring agency shall not be held liable for any online errors occurring during the submission or opening of bids, nor for technical issues experienced by bidders. The procuring agency reserves the right to reject any bid, in accordance with the relevant provisions of PPRA & may cancel the bidding process at any time prior to the acceptance of bid or proposal, as stipulated in rule 33 of said rules.

8.1 Pre-Bid Meeting

Pre bid meeting is scheduled on **Monday, 9th March 2026 at 10.00 am** for clarification and details at the **office of the General Manager (Engineering) / Chief Engineer, PIDCL, Cantt, Karachi, before bid submission time**.

20.1 Deadline for Submission of Bids

As per NIT

Venue, Time, and Date of Bid Opening

Venue: **office of the General Manager (Engineering) / Chief Engineer, PIDCL, Cantt, Karachi, before bid submission time**.



32.1 Award

Add following as the second para in IB 29.1

If two (02) or more bidders are found to be tied at the lowest evaluated bid price and are otherwise responsive and qualified, the tie shall be broken using the following methods in order of priority:

- **Voluntary Settlement** The tied lowest bidders may reach a voluntary settlement among themselves. This is subject to the written consent of all such tied bidders and the formal approval of the Competent Authority.
- **Drawing of Lots** In cases where two (02) or more bidders are tied, the decision shall be made through the drawing of lots.

The process must be conducted transparently in the presence of the concerned bidders or their authorized representatives. A formal proceeding/minutes of the event shall be recorded and signed for record and audit purposes."

35.1 Performance Security

Add following as the second para in IB Clause 35.1

The successful bidder shall furnish to the Employer a Performance Security in the form of Bank Guarantee 10% of the contract amount mentioned in Letter of Acceptance within a period of Twenty-Eight (28) days after the receipt of Letter of Acceptance.

Requirement of Additional Performance Security

"Bidders are cautioned that if the Evaluated Bid Price is found to be **more than 10% below the Engineer's Estimate**, the successful bidder shall be required to submit an Additional Performance Security (APS) in the form of Bank Guarantee.

The amount of Additional Performance Security in the form of Bank Guarantee shall be equal to the **100% i.e. difference between the below 10% of Engineer's Estimate and the Evaluated Price**.

Failure to provide the Additional Performance Security within Twenty-Eight (28) days after the receipt of the Letter of Acceptance (**via any mode of communication**) shall result in the rejection of the bid and forfeiture of the Bid Security.

Additional Performance Security will be released after the payment of the last IPC.



**Letters of Technical Bid/Price Bid,
and
Appendices to Bid**



Letter of Technical Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB.9);
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of ninety (90) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the undertakings and obligations of our Bid, we submit herewith a Bid Security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a Subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB.16 (as applicable).
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name _____ In the capacity of

Signed _____

Duly authorized to sign the Bid for and on behalf of



Date_____

Address_____



Letter of Price Bid

Date:

Bid Reference No:
(Name of Contract/Works)

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB.9);

(b) The total price of our Bid, excluding any discounts offered in item (c) below is:

(c) The discounts offered and the methodology for their application are:

(d) Our Bid shall be valid for a period of ninety (90) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;



- (f) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

Witness:

Signature:

Name:

Address:.....

Occupation:



SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in an emergency	3.2	02% of the Contract Price stated in the Letter of Acceptance.
2.	Variation	3.2	No approval is required by the Engineer if the amount needed is up to or less than 05% of the Contract Price.
3.	Law applicable	1.4	The law to be applied is the law of Islamic Republic of Pakistan.
4.	Amount of Performance Security	4.2	10% of Contract Price stated in the Letter of Acceptance.
5.	Additional Performance Security (APS)	4.2.4	Any Bid Price below the Engineer's Estimate. Amount: 100% of the difference between the Engineer's Estimate and the Quoted Price.
6.	Time for Furnishing Programme	8.3	Within fourteen (14) days from the date of receipt of Letter of Award/Work order.
7.	Minimum amount of Third-Party Insurance	19.2	Rs. 300,000/- per occurrence with number of occurrences unlimited.
8.	Time for Commencement	8.1	Within fourteen (14) days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
9.	Time for Completion	1.1.20	Three Hundred & Sixty Days (360) days (12 months) from the date of receipt of Notice to Commence.
10.	Amount of Liquidated Damages	8.7 8.8	Rs. 0.2% of the Contract Price for each day of delay in completion of the Works subject to a maximum of ten percent (10%) of Contract Price stated in the Letter of Acceptance.
11.	Defects Notification Period (DNP)	11.1	Twelve (12) months from the effective date of the Taking Over Certificate.
12.	Advance Payment	14.2	15% of Contract Price is stated in the Letter of Acceptance.
13.	Percentage of Retention Money	14.3	Ten percent (10%) of the amount of Interim Payment Certificate/Running Bill.



14.	Limit of Retention Money	14.3	Five percent (5%) of Contract Price stated in the Letter of Acceptance.
15.	Minimum amount of Interim Payment Certificates (Running Bills)	14.6	Rupees Five million (Rs. 3,000,000/-) depending upon the quantum of executed work as per stipulated specifications and availability of funds.
16.	Time of Payment from the delivery of Engineer's Interim Payment Certificate to the Employer.	14.7	Twenty-eight (28) days.
17	Price adjustment /Escalation	Under Clause 70	Yes

Authorized Signature and Official Seal:

Name:

Date:



FOREIGN CURRENCY REQUIREMENTS
(If required and only in case of International Bidding)

NOT APPLICABLE

Authorized Signature and Official Seal:
Name:
Date:



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:

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.38	
(ii)	Local Labour (Skilled & Unskilled) With unskilled as representative items.	0.15	Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags. Portland cement shall be considered representative items for all types of cement.	0.10	“ “ “
(iv)	Reinforcing Steel. ½ “diameter round bar is the representative item for all types of steel to be used in this project.	0.16	“ “ “
(v)	High Speed Diesel (HSD)	0.16	“ “ “
(vi)	Sand	0.05	.
(vii)	Bitumen	---	“ “ “
(viii)	Others	---	“ “ “
	Total	1.000	“ “ “

Authorized Signature and Official Seal:

Name:

Date:



BILL OF QUANTITIES

A. Preamble

1. The Bidder shall quote premium in the form of percentage above or below the price put to bid and given in the Summary of Estimate/Bill of Quantities.
2. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
3. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured at the Site of Works, and verified by the Engineer, and valued at the rates and prices quoted in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix in accordance with provisions of the Contract.
4. The rates and prices quoted in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date twenty-eight (28) days prior to deadline for submission of Bids, shall be included in the percentage and the total Bid Price quoted by the Bidder.
5. The items mentioned in the Bill of Quantities consist of furnishing all plant, labour, equipment, machinery, appliances, materials, fittings, fixtures, fabrication, erection, and installation required for completing the item/Works.
6. The whole cost of complying with the provisions of the Contract shall be included in the rates and prices quoted in the priced Bill of Quantities and shall be deemed to be included in the percentage quoted the Bidder. Where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
7. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before quoting rates in the priced Bill of Quantities.

Authorized Signature and Official Seal:

Name:

Date:



Appendix-D to Bid

Name of Work:

REHABILITATION OF MAIN EXISTING NALA FROM SATTAR SHAH PARK TO
ODIAN PLAZA VIA NISHAT CHOWK HYDERABAD CITY. CONTRACT PACKAGE :

PIDCL/SINDH/PSDP/02/02

SCHEDULE OF PRICES

S.No	Description	%	Amount (Rs)
1	SH-I RCC DRAIN (NALA)		
	Scheduled Items Part A		83230573
	Non Scheduled/Market Items Part B		83585202
2	SH-II ELECTRIFICATION		
	Scheduled Items Part A		29223009
	Non Scheduled/Market Items Part B		19870000
	Total (SH-I-SH-II):		215908784/-
To be filled by the Bidder			
		Above / Below	
1	SH-I RCC DRAIN (NALA)		
	Scheduled Items Part A		
	Non Scheduled/Market Items Part B		
2	SH-II ELECTRIFICATION		
	Scheduled Items Part A		
	Non Scheduled/Market Items Part B		
	Total (SH-I-SH-II):		

Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid).

(In Rupees _____)

GENERAL MANAGER ENGINEERING
PAKISTAN INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (PIDCL)
(Signature & Stamp)



NAME OF WORK:

REHABILITATION OF MAIN EXISTING NALA FROM SATTAR SHAH PARK TO ODIAN PLAZA VIA NISHAT CHOWK HYDERABAD CITY. CONTRACT PACAKGE : PIDCL/SINDH/PSDP/02/02

Page No.& Item No.	Name of Description	Qty:	Rate	Unit	Amount
	SH-I RCC NALA				
	(Scheduled Items Part A)				
1 P-399 I-11	Dismantling cement concrete block masnary in lime or cement moratr foundation,basement,plinth and ground floor including stacking salvaged material (serviceable) and disposing of surplus material as directed within three chains (91.5 m)	33600 Cft	3006.25	% Cft (Hundred cubic feet)	1010100 /-
2 P-399 I-15	Dismantling R.C.C. including separating reinforcement from concrete in foundation, basement, plinth and ground floor including stacking at site and disposing of unserviceable material within three chains (91.5 m)	7796 Cft	8456.25	% Cft (Hundred cubic feet)	659249 /-
3 P-40 I-01	Excavation for foundation trenches and drains in all kinds of soil (except gravelly and murum soil, wet silt, clay or mud conglomeration of gravel and boulders, soft, sandy or disintegrated sandy and hard rock) and back filling the excavated material in foundation, plinth or under floor including breaking clods, watering, consolidation by ramming in layers not exceeding 9 inches (229 mm) in depth to full compaction, dressing and disposal of surplus excavated stuff as directed, lead upto one chain (30.5 R.m) and lift upto 5 feet (1.52 m).	4000 Cft	1624.63	% Cft (Hundred Cubic Feet)	64985 /-
	(b) 5' to 8'	2400 Cft	1862.13	% Cft (Hundred Cubic Feet)	44691 /-
	(c) 5' to 11'	2400 Cft	2099.63	% Cft (Hundred Cubic Feet)	50391 /-
4 P-52 I-13	Providing and laying 1:4:8 (1 cement 4 sand and 8 coarse aggregate) cement concrete using graded stone ballast 2 inches and down gauge in foundation	266 Cft	21744.25	% Cft (Hundred cubic feet)	57840 /-



including leveling, compacting and curing etc. complete.

5 SC-105 I-10	Providing and laying 1:3:6 (1 cement 3 sand and 6 coarse aggregate) cement concrete using graded stone ballast 2 inches (51 mm) and down gauge in foundation including levelling, compacting and curing etc. complete.	266 Cft	24562.15	% Cft (Hundred cubic feet)	65335	/-
6 P- 189+195 I-99+136	Providing and laying reinforced cement concrete using crushed graded bajri 3/4 inch (19 mm) and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq. inch (15.52 N/mm ²) at 28 days with a mix not leaner than 1:2:4 in foundation or bottom slab of rectangular underground tank including form works and its removal, levelling, compacting and curing etc. complete but excluding the cost of reinforcement..	700 Cft	31431.41	% Cft (Hundred cubic feet)	220020	/-
7 P- 189+195 I-101+136	Providing and laying reinforced cement concrete using, screened graded bajri 3/4 inch (19 mm) and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq. inch (15.52 N/mm ²) at 28 days with a mix not leaner than 1:2:4 in walls of rectangular underground water tank or septic tank including form works and its removal, compacting and curing etc. complete, but excluding the cost of reinforcement..	24000 Cft	54533.03	% Cft (Hundred cubic feet)	13087927	/-
8 P- 179+195 I-38+136	Providing and laying reinforced cement concrete using screened graded bajri 3/4 inch (19 mm) and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch (15.52 N/mm ²) at 28 days with a mix not leaner than 1:2:4 in straight beams, lintels cantilever beams of required shape or section including form work and its removal, compacting and curing etc. complete but excluding the cost of reinforcement, in basement	6990 Cft	47322.89	% Cft (Hundred cubic feet)	3307870	/-
9 P- 190+195	Providing and laying reinforced cement concrete using screened graded bajri 3/4 inch (19 mm) and down gauge having a	40950 Cft	46752.23	% Cft (Hundred cubic feet)	19145038	/-



I-104+136	minimum works cube crushing strength of 3000 lbs. per sq. inch (15.52 N/mm ²) at 28 days with a mix not leaner than 1:2:4 in top slab of rectangular underground water tank or septic tank its removal, compacting and curing ate. complete but excluding the cost of reinforcement					
10 P-231 I-7	Providing and laying floors of 3 inches (76 mm) thick 1:2:4 cement concrete using graded screened bajri 3/4 inch (19 mm) and down gauge in ground floor laid in panels including form work, consolidation, finishing, and curing etc. complete.	4875 Sft	9562.54	% Sft (Hundred Square feet)	466174	/-
11 P-376 I-04	1/2" (13 mm) thick cement plaster 1:4 on walls and columns etc. in basement, plinth, mezzanine and ground floor including making edges, corners, and curing etc., complete .	28000 Sft	4381.84	% Sft (Hundred square feet)	1226915	/-
12 P-197 I-166	Providing and laying ribbed deformed steel reinforcement bars with guaranteed minimum yield stress of 60,000 psi with and including the cost of straightening, cutting, bending, binding, wastage, complete in all kinds of RCC work .	2594.00 cwt	14349.01	P cwt (Per hundred weight)	37221332	/-
13 P-34 I-05	Levelling and dressing the ground by cutting and filling earth upto 6 inches in depth including consolidating and watering, complete as required.	2400 Sft	332.50	% Sft (Hundred square feet)	7980	/-
14 P-494 I-94	Providing and laying 1:4:8 cement concrete in any thickness using 2" (51 mm) and down gauge stone ballast of approved grade and quality over prepared sub-grade or sand cushion in roads, paths, creteways laid to required gradient and camber including cost of necessary form work and its removal compacting with vibrators including curing etc. complete .	799 Sft	27877.27	% Sft (Hundred square feet)	222739	/-
15 P-59 I-15	Providing and laying in situ 1:2:4 (1 cement 2 sand and 4 coarse aggregate) cement concrete using crushed graded boulders 3/4 inch and down gauge in	33 Sft	39059.08	% Sft (Hundred square feet)	12889	/-



	foundation, basement and plinth including form work, compacting, curing and removal of form work etc. complete, foundation and basement up to 5 feet depth and plinth up to 4 feet height from ground level .				
16 P-255 I-177 (B)	Providing and laying in floor C.C. 1:2:4: tuff paver 2-1/2" thick of approved design and colour pattern (average strength 5000 psi) laid on sand cushion filling of joint with sand and warring etc. complete as per direction of Engineer Incharge. (the cost of sand cushion is included)	2400 Sft	114.50	P. Sft (Hundred square feet)	274800 /-
17 P-48 I-40	Bailing or pumping out sub-soil water during excavation, concreting, cast in situ concrete or masonry work in foundation etc. (only three operations to be allowed, trench volume under water to be measured first time for excavation, second time for concreting, and third time for cast in situ concrete or masonry work in foundation etc.,	705600 Cft	632.50	% Sft (Hundred square feet)	4462920 /-
22 SC-124	Providing and fixing mild steel bars grating in chuliah etc. complete.	420 Kgs	548.47	P.Kg (Hundred square feet)	230357 /-
23 P-WS I-15+16 BBM	Providing manhole type 'B' size 3 feet x 2-1/2 feet or 914 mm x 762 mm (inside dimensions) x 4 feet (1219 mm deep as per approved design and specifications complete for 4 inches to 12 inches (100 mm to 305 mm) dia. Pipe 4 feet to 7 feet-5 inches (1.22 m to 2.26m) depth with 18 inches (457 mm) dia. (inside) cast iron cover and frame (weights 1 Cwt. 3 Qrs.) or 88.9 kg, fixed in R.C.C.1:2:4 slab 6 inches (152 mm) thick, 9 inches (229 mm) thick burnt brick masonry walls set in 1:4 C.M., 6 inches (152 mm) thick 1:3:6 C.C. in foundation, 1:2:4 C.C. in benching and 1/2 inch (13 mm) thick cement plaster in 1:3 C.M., to all inside wall surfaces, channels and benching etc. and to top including providing and fixing cast iron foot rest at every foot of depth and making requisite number of main and branch channels but excluding the cost of excavation, back filling, disposal of excavated stuff, manhole cover and frame.	2 No	32537.17	Each (Hundred Cubic Feet)	65074 /-



32 P-585 I-5	Excavation in all kinds of soil, murum, hard, average or soft including lift up to 5 feet (1.52 m) and lead up to one chain (30.48 m)..	11500 Cft	1840.90	% Cft (Hundred cubic feet)	211704	/-
33 P-584 I-07 (a)	Providing R.C.C. pipes and collars of class 'C' and fixing in trench including cutting, fitting and jointing with maxphalt composition and cement mortar (1:1) and back filling the excavated material in trench including testing with water to a pressure head of 80 feet (25 m) and cartage within 10 miles (16.09 km.), 18inches dia. pipe...	200 Rft	1186.69	P.Rft (Per Running Foot)	237338	/-
(b) P-584 I-05	Providing R.C.C. pipes 12" dia.	200 Rft	674.52	P.Rft (Per Running Foot)	134904	/-
2	Providing and Fixing PE pipe (PN-10) for cold water supply including cutting and fitting and including cleaning the pipe and laying in trenches in proper line and level alignment and provided the hard starta on soil, compacting burried/ anchor with 1:2:4 etc at joints complete including the cost of loading / unloading the material up to the site of work and as per specification and as per direction of the Engineer Incharge (Hi tech pipe)					
	(a) 90 mm	100	553.46	P.Rft	55346	/-
	(b) 110 mm	100	803.39	P.Rft	80339	/-
	(c) 160 mm	100	1672.30	P.Rft	167230	/-
	(d) 315 mm	100	4390.86	P.Rft	439086	/-
Part A					83230573	/-

**Non
Scheduled/Market
Items Part B**

18 RA	Desilting of Drainage Nalla garbage/sand/silt deposited by mechanical method in all kinds of garbage,settled waste materials to the correct level/design level and disposal of excavated material like garbage/ lift with loading and unloading within 5 miles as directed by engineer in charge in all respect.	705600 Cft	115.97	P. Cft (Hundred square feet)	81828432	/-
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19	Starting Diversion of Existing Nalla I/C Diesel pump , P.E Pipe & Jute bags as directed Engineer Incharge etc.	1	681,770.00	P. Job (Hundred square feet)	681770	/-
RA		Job				
20	Diversion of Existing Nalla I/C Diesel pump , P.E Pipe & Jute bags as directed Engineer Incharge etc.	40	26,875.00	P. Job (Hundred square feet)	1075000	/-
RA		Job				

Part B	83585202	/-
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NAME OF WORK: REHABILITATION OF MAIN EXISTING NALA FROM SATTAR SHAH PARK TO ODIAN PLAZA VIA NISHAT CHOWK HYDERABAD CITY.
CONTRACT PACAKGE : PIDCL/SINDH/PSDP/02/02

UNDER SAP 2023-24

Page No.& Item No.	Name of Description	Qty:	Rate	Unit	Amount
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SH-II

ELECTRIFICATION

1	Supply / Installation and testing of KSV or euivalent made horizontal non clogging/ KWP sluge pump 10"x10" type 150-15 with supplying / Installation sleeve coupling & base frame chases heavy pattern with SEIMENS electric motors including supplying/Installation & testing 50 HP,18.5 KV,1500 RMP,4 pole, three phase star delta type manufactures design discharge 1200-800 GPM at 30-40' head respectively and including wirring installation of pump motor set and MCU sluice valve, NR valve,foot valve,RCC foundation anchor Nutboults PVC Duct earthing etc complete in all respect.	1 No	3600000	Each	3600000	/-
M/R						
2	Supply / Installation and testing of KSV or euivalent made horizontal non clogging/ KWP sluge pump 10"x10" type 150-15 with supplying	1 No	6600000	Each	6600000	/-
M/R						



/ Installation sleeve coupling & base frame chases heavy pattern with SEIMENS electric motors including supplying/Installation & testing 100 HP,18.5 KV,1500 RMP,4 pole, three phase star delta type manufactures design discharge 1200-800 GPM at 30-40' head respectively and including wirring installation of pump motor set and MCU sluice valve, NR valve,foot valve,RCC foundation anchor Nutboults PVC Duct earthing etc complete in all respect.

3		1	8670000	Each	8670000	/-
M/R	Supply / Installation and testing of KSV or euivalent made horizontal non clogging/ KWP sluge pump 10"x10" type 150-15 with supplying / Installation sleeve coupling & base frame chases heavy pattern with SEIMENS electric motors including supplying/Installation & testing 125 HP,18.5 KV,1500 RMP,4 pole, three phase star delta type manufactures design discharge 1200-800 GPM at 30-40' head respectively and including wirring installation of pump motor set and MCU sluice valve, NR valve,foot valve,RCC foundation anchor Nutboults PVC Duct earthing etc complete in all respect.	No				
4	HESCO power connection / main tranmission line (HT) charges	1	1000000.00	Each	<u>1000000</u>	
M/R		No				
					NON SCHEDULE PART (B) TOTAL: 19870000	
5	Providing, Fixing & Commissioning in door/pole mounteed, step down 11000/400 volts three phase 50 Hz Transformer as per electricity code complete in all aspects as required. (g) 400 KVA	1	2893986.00	Each	2893986	/-
		No				
6	Providing, Installation, Testing & Commissioning of standby 1500 RPM Diesel Generating Set Sutable for 400/415 Volts 3-	1	24849039.00	Each	24849039	/-
		No				



phase 50 HZ , AC Supply with canopy i/c control wiring complete in all aspects as required by Engineer Incharge. (m) 500 KVA (555 KVA Prime Ratings).

7	Providing, Installation, Testing & Commissioning of 400 Volts 3-phase 3 Pole ATS Panel without MOR duly powered coated painted having megnatic contactor mechanical interlocking emergency stop system ATS module battery charger auxilary relays voltmeter ampere meter frequency meter selector switch indication lights coper bus bar, timers i/c wiring locking arrangements etc complete in all respects as approved by Engineer Incharge. (l) 500 KVa.	1 No	1479984.00	Each	1479984	/-
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SCHEDULE ITEMS PART (A) TOTAL:	29223009	/-
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Note: The Bidder shall carry over the quoted percentage to Letter of Price Bid (**Page LPB-1**).

Authorized Signature and Official Seal:

Name:

Date:



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 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 programme for completion of the whole of the Works and parts of the Works may meet Employer’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):

Name of Works

Time for Completion

“ _____

(12 months) 360 Days

Note: If desired by the Employer, keeping in view the urgency of work, the Bidder/Contractor will have to make necessary arrangements for dual shift, i.e., day and night, without any additional claims on that account.

Authorized Signature and Official Seal:.....

Name:

Date:



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.
4. Quality Control/Quality Assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.
5. The Bidder while preparing his methodology for performing and executing the Works shall also consider the following:
 - a) Timely completion of the Project as per the time provided in Appendix-A to this Bid.
 - b) The Contractor while filling out the list of major equipment required at Site, shall ensure that the equipment requirement is in consonance with the construction requirement.

Authorized Signature and Official Seal:

Name:

Date:



Appendix-G to Bid

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

The Bidder will provide 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.

LIST OF MAJOR EQUIPMENT

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

Authorized Signature and Official Seal:
 Name:
 Date:



Equipment:

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	PLANT/EQUIPMENT				
	Equipment Type and Characteristics	Total Nos. Available	Under Utilization on Other Projects, if Applicable	Nos. Waiting to be Shifted to New Project(s)	Min. Number Required for this Project
1					
2					
3					
4					
5					
6					

Authorized Signature and Official Seal:.....
 Name:
 Date:



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.). The Contractor should mention here what are his proposed environmental measures for the project as per Pak-EPA rules like treatment of wastewater and water quality, etc. The Contractor shall submit a detailed EMP (Environmental Management Plan) to describe how materials are removed from site and disposed off at a safe location, prevention for the contamination of ground and surface water in neighboring areas, etc. including remedial measures for adoption.
6. Detail of testing laboratory with testing equipment, etc.

Authorized Signature and Official Seal:.....
 Name:
 Date:



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

Authorized Signature and Official Seal:

Name:

Date:



ESTIMATED PROGRESS PAYMENTS

Bidder’s estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Bill of Quantities, expressed in percentage of Bid Price:

Quarter/ Year/ Month	Percentage of Bid Price
1	2
Total:	100%

Authorized Signature and Official Seal:
 Name:
 Date:



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

Authorized Signature and Official Seal:

Name:

Date:



(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES AND WORKS IN CONTRACT WORTH RS. 10.0 MILLION OR MORE.

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

..... [the Bidder/Contractor] 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, [the Bidder/Contractor] 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.

[the Bidder/Contractor] 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.

[the Bidder/Contractor] 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 Employer:
Signature:
[Seal]

Name of Contractor:
Signature:
[Seal]



QUALIFICATION CRITERIA

Qualification of Bidders shall be evaluated on the basis of mentioned criteria with at least 50% Marks score in each category over all 70% of the all regarding the Bidder's financial soundness, experience record, personnel capabilities and equipment capabilities, in addition to fulfillment of mandatory requirements.

The employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the Contract.

A. Mandatory Requirements.

- a) Active/Valid registration with PEC 2026 in category C-3 or above with Codes CE09, CE10, EE-11.
- b) Active/Valid Electrical License issued form Electric Inspectorate Sindh Region Hyderabad for 2026.
- b) Valid/Active registration with income tax department (NTN Certificates)
- c) Valid /Active Registration with Sales Tax and Registration with SRB & FBR.
- d) Income Tax return of last 03 years.
- e) Bio data of Engineers and technical staff working with the firm along with organogram, degrees and registrations certificates.
- f) Detail of plant and machinery are required for said works along with proof of ownership documents.
- g) Joint venture will not be allowed
- j) Fresh affidavits (E stamp paper) with effect that all documents/particulars/information provided are true and correct. In case of bogus/tempered or false information/ certificates produce by the company/firm shall be liable to be black listed at any stage on separate E-Stamps paper.
- k) Undertaking on fresh stamp paper (E stamp paper) that firm is not involved in any kind of litigation with any departmental rift, abandoned or necessary delay incomplection of any work on separate E-Stamps paper
- l) Fresh affidavit (E stamp paper) to this effect that the firm/contractor have not been black listed previously by any executing agency on separate E-Stamps paper.
Note: The affidavits and undertaking required under clauses (j), (k), and (l) may be furnished on a single e-Stamp paper of 500 (Five Hundred Rupees), having all declarations clearly stated and duly notarized
- m) Financial audit reports (QCR firm) for the last three years.
- n) The tender should be submitted along with the above required documentation/information. If any such required documents/information lacking then the tender will not be considered by the PIDCL and no excuse will be entertained.
- o) All pages of uploaded submitted bid should be numbered stamp & signed.



B. Detailed Requirements:

The detailed evaluation of technical qualification shall be carried out on the basis of the criteria the different categories and minimum passing marks are prescribed hereunder:

S. No.	Category	Weightage / Marks	Passing Marks per Category
1	Financial Capability	20	10
2	Experience Record	60	30
3.	Personnel Capability	20	10
	Total	100	

Overall Passing Marks: 70%

1. FINANCIAL CAPABILITY: (Total 30 Marks; Passing Marks = 15)

“The Bidder shall submit copies of annual account/audit reports (satisfactory QCR Firm) for the last three years duly certified by the Chartered Accounts/Bank, Line(s) of credits and must indicate the soundness of the Applicants Financial position. The satisfactory QCR firm also provided.

Annual Turn Over	Marks
i) > Rs. 200 Million	20
ii) Rs. 150 - 200 Million	15
iii) Rs. 100 - 150 Million	10
iv) < Rs. 100 Million	0
Maximum Marks Allocated	20



3. Personnel Capability: (20 Marks, Passing Marks =10)

S.No.	Designation	Max. Marks	Marks Allocation
1	B.Sc Civil Engineer, Registered with Pakistan Engineering Council 1 No	5	5 Marks will be awarded for B.Sc Civil Engineer having at least 10 years relevant experience.
2	B.Sc Civil Engineer, Registered with Pakistan Engineering Council 1 No	3	3 Marks will be awarded for B.Sc Civil Engineer having at least 08 years relevant experience.
3	B.Sc Electrical Engineer, Registered with Pakistan Engineering Council 1 No	5	5 Marks will be awarded for B.Sc Electrical Engineer having at least 10 years relevant experience.
4	B.Sc Electrical Engineer, Registered with Pakistan Engineering Council 1 No	3	3 Marks will be awarded for B.Sc Electrical Engineer having at least 08 years relevant experience.
5	Associate Engineer having DAE (Civil/B-Tech Civil (Site Supervisor) 1 No	2	2 Marks will be awarded for Associate Engineer DAE (Civil) 8 years B-Tech Civil having at least 3 years relevant experience.
6	Associate Engineer having DAE (MEP /B-Tech MEP (Site Supervisor) 1 No	2	2 Marks will be awarded for Associate Engineer DAE (MEP) 8 years B-Tech Civil having at least 3 years relevant experience.
Total Marks Allocated		20	

The applicant must provide verifiable proof of employment of the staff and attach detailed CVs & valid PEC Registration Certificates of the B.Sc Engineers and detailed CVs and Diploma Certificates of DAE and provide affidavit of employment of staff with the firm.



Appendix-N to Bid

Data regarding past performance and present commitment of the Bidders:

Present Commitment								
S. No.	Name of Ongoing Project(s)	Name of Employer	Date of		Progress		Remarks regarding delays, if applicable.	Satisfactory Performance Certificate from Employer (Minimum Requirement)
			Start	Completion	%age as Planned	%age as Actual		
1.								
2.								
3.								
4.								
5.								
6.								



FORMS



FORMS

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

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

WHEREAS, the Employer 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 Employer, 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 Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer 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 Employer 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 Employer 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 Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.



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

PROVIDED ALSO THAT the Employer 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 Employer 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:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)



**FORM OF PERFORMANCE SECURITY
(BANK GUARANTEE, UNCONDITIONAL)**

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

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 Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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



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

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

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

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



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ (month), 2021 between the PIDCL (hereafter called the “Employer”) of the one part and _____ (hereafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works, viz **“Project name”** _____.” 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 Contract 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 of Contract- Part I;
 - (g) The Specifications – Special Provisions;
 - (h) The completed Appendices to Bid (B, C, E to O);
 - (i) The Specifications – Technical Provisions;
 - (j) The Bill of Quantities/Estimate (Appendix-D to Bid);
 - (k) Performance security (Irrevocable Bank Guarantee (unconditional))
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer 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 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 Employer

(Seal)

Name:

Title:

(Seal)

Name:

Title:

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Signature, Name, Title and Address)

(Signature, Name, Title and Address)



[Notes on the Conditions of Contract]

The Conditions of Contract comprise two parts:

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

Over the years, a number of “model” General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation International des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the Second Edition, 2017, reprinted in 2022 with further amendments).

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

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

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

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced. Without taking any responsibility of its being accurate, Pakistan Engineering Council with prior consent of FIDIC Secretariat, has reproduced herein the FIDIC **General Conditions of Contract for reference purpose only which cannot be used by the users** for preparing their bidding documents. The bidding document may include a purchased copy, the cost of which can be retrieved as part of the selling price of the bidding document. Alternatively, the FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised to obtain copies directly from FIDIC.*

* Add the following text if the bidding documents, as issued, do not include a copy:

“Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat

World Trade Center II - Geneva Airport

P. O. Box 311. CH-1215

Geneva 15.

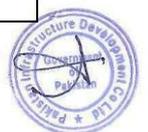
Switzerland.

e-mail: fidic.pub@fidic.org



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PART II - PARTICULAR CONDITIONS OF CONTRACT

These Particular Conditions of Contract – Part II are additions, deletions, and amendments to General Conditions of Contract – Part I and shall be taken into consideration in interpreting or construing such clauses. Sub-Clause numbers, if similar as of Part I, are amendments therein, otherwise these are additional Clauses or Sub-Clauses thereto.

1.1 Definitions

1.1.5 [Bill of Quantities]: Add at the end: "The term 'Bill of Quantities' is synonymous with '**Estimate including premium**' as used in these Bidding Documents."

1.1.31 [Employer]: The text is deleted and substituted with: "The **Employer** is the **Pakistan Infrastructure Development Company (PIDCL)**, Ministry of Housing & Works, Government of Pakistan, Islamabad, and includes the legal successors and any assignee of such person."

1.1.35 [Engineer]: The text is deleted and substituted with: "The **Engineer** is Person to be engaged by **PIDCL**, or any other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer].

Additional Provision: Except in cases of professional misconduct, an outgoing Engineer shall formulate certifications and recommendations for all outstanding matters, disputes, and claims initiated during their tenure before the replacement takes effect."

1.1.66 [Programme]: The text is deleted and substituted with: "**Programme** means the detailed programme to be submitted by the Contractor under Sub-Clause 8.3 [Programme] and any revised programme approved by the Engineer."

1.4 Language(s) and Law

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

1.5 Priority of Contract Documents

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

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Addenda (if any);
- (5) Special Stipulations (Appendix-A to Bid);
- (6) The Particular Conditions of Contract – Part II;
- (7) The General Conditions of Contract – Part I;
- (8) The Specifications – Special Provisions;
- (9) The completed Appendices to Bid (B, C, E to N);
- (10) The Specifications – Technical Provisions;
- (11) The Bill of Quantities/Estimate (Appendix-D to Bid);
- (12) Any other document forming part of the Contract by reference.

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated



at the appropriate places in the documents forming the Contract.

1.12 Details to be Confidential

Add following para in sub clause 1.12 GCC

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

1.14 Joint and Several Liability

Add following para in sub clause 1.14 GCC

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

3.2 Engineer's Duties and Authority

The text of Sub-Clause 3.2 in the General Conditions is amended by adding the following at the end:

“The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Sub-Clauses of the General Conditions (GC). Notwithstanding this requirement, the Engineer shall still be required to act neutrally and exercise professional judgment when making a determination under Sub-Clause 3.7 [Agreement or Determination].

The Engineer shall obtain approval for:

Sub-Clause 4.4 [Subcontractors]: Consenting to the sub-letting of any part of the Works.

Sub-Clause 4.12 [Unforeseeable Physical Conditions]: Certifying additional cost or time resulting from physical obstructions.

Sub-Clause 4.2 [Performance Security] & Clause 19 [Insurance]: Any action related to the approval, reduction, or claim against the Performance Security or insurance policies.

Sub-Clause 8.9 [Employer's Suspension]: Any instruction to suspend the progress of the Works.

Sub-Clause 8.4 [Extension of Time for Completion]: Any action to grant an extension of the Time for Completion.

Sub-Clause 8.8 [Delay Damages]: Any action related to the imposition or reduction of **Delay Damages** (previously referred to as Liquidated Damages).

Sub-Clause 10.1 [Taking Over the Works and Sections]: Issuance of a Taking-Over Certificate.

Sub-Clause 13.1 [Right to Vary]: Issuing a Variation, except:

a) In an **emergency situation** affecting the safety of life or the Works (see below); or



b) If such variation results in a change to the Contract Price less than the amount stated in the **Contract Data**.

Sub-Clause 13.3 [Variation Procedure]: Fixing rates or prices for new or varied work.

Clause 20 [Employer's and Contractor's Claims]: Determining any extra payment or time in respect of a claim.

Sub-Clause 14.9 [Release of Retention Money]: Certification for the release of any portion of the Retention Money.

Sub-Clause 14.13 [Issue of FPC]: Issuance of the **Final Payment Certificate**.

Sub-Clause 11.9 [Performance Certificate]: Issuance of the Performance Certificate (previously known as the Defect Liability Certificate).

- **Emergency Situation Instruction:** If, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any duties, instruct the Contractor to execute all such work as may be necessary to abate or reduce the risk. The Contractor shall forthwith comply. The Engineer shall determine an addition to the Contract Price in accordance with Clause 13 [Variations and Adjustments] and shall notify the Contractor accordingly, with a copy to the Employer."

3.3 Engineer's Representative

The text of Sub-Clause 3.3 is deleted in its entirety and substituted with the following: "The Engineer may from time to time assign an **Engineer's Representative** and/or delegate to assistants the authority to perform any duties or exercise any authority of the Engineer. The Engineer's Representative shall be based at the Site for the whole time that the Works are being executed.

The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him/her by the Engineer under Sub-Clause 3.4 [Delegation by the Engineer]. The Engineer shall give a Notice to the Contractor and the Employer of the name, assigned duties, and authority of the Engineer's Representative."

:

4.2 Performance Security

The first paragraph of Sub-Clause 4.2.1 is deleted and substituted with the following:

"The Contractor shall obtain (at its cost) a Performance Security for proper performance in the amount of **ten percent (10%) of the Contract Price** and in the currencies (Pak Rupees) and form annexed to the Bidding Documents.

The Contractor shall deliver the Performance Security to the Employer within **twenty-eight (28) days** after receiving the Letter of Acceptance, with a copy to the Engineer. The Performance Security shall be issued by a **scheduled bank of Pakistan** and shall be in the form of an **irrevocable and unconditional Bank Guarantee**."

Add the following text at the end of Sub-Clause 4.2.1:

"The Performance Security shall remain valid and binding irrespective of any changes in the quantities, Variations in the Works, or extensions of the Time for Completion granted or agreed upon under the provisions of the Contract. The Contractor shall ensure that the Performance Security is amended or extended as necessary to remain valid until the Contractor has executed and completed the Works and remedied any defects, as required by Sub-Clause 4.2.3 [Return of the Performance Security]."



4.2.4 Additional Performance Security (APS)

In accordance with the bidding requirements, the Contractor shall have to provide a Separate Performance Bank Guarantee equal to difference of amount between Engineer's Estimate & Below quoted price (Amount or %)

- (a) The genuineness of the APS shall be verified via the issuing Bank's Centralized Trade Finance office before any contractual payments are processed.
- (b) This security is independent of the standard Performance Security (Sub-Clause 4.2) and serves to ensure project completion in cases of low-priced bids.
- (c) The APS shall be released to the Contractor within 28 days of the issuance of the **Taking-Over Certificate** for the whole of the Works under Sub-Clause 10.1.

4.3 Contractor's Representative

At the end of Sub-Clause 4.3, add the following paragraphs:

"The Contractor's Representative shall be fluent in the English language. If the Representative is not fluent in English, the Contractor shall provide a competent interpreter with a working knowledge of technical engineering terminology on a full-time basis at the Site. This interpreter shall be available during all hours that the Representative is performing his/her duties and for all communications with the Engineer."

"The Contractor's Representative and all other professional engineers working at the Site shall be registered with the Pakistan Engineering Council (PEC) and shall maintain valid registration throughout the duration of the Contract.

The Contractor's Representative shall be stationed at the Site full-time and shall be vested with adequate administrative and financial powers on behalf of the Contractor to ensure the timely execution and completion of the Works, including the power to receive and execute instructions from the Engineer and to commit resources as necessary."

4.6 Co-operation

"During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site.

The Contractor shall also provide adequate precautionary facilities and implement site management measures to ensure that his operations do not constitute a nuisance to local residents or to other contractors. As stated in Sub-Clause 4.14 [Avoidance of Interference], the Contractor shall indemnify the Employer against all damages and expenses resulting from any such unnecessary or improper interference"

4.8 Health and Safety Obligations

"In addition to the requirements of the General Conditions, all operations shall be carried out in compliance with the **Safety Requirements of the Government of Pakistan**. The Contractor shall take such further measures as the Engineer may determine to be reasonably necessary for the safety, health, and welfare of persons and prevention of damage to property.

Pursuant to Sub-Clause 4.20 [Progress Reports], the Contractor shall maintain and submit detailed reports concerning safety and health incidents. Any accident involving



serious injury or damage to property shall be reported to the Engineer immediately by the fastest available means of communication."

Following be added at the end of sub clause 4.8

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

4.17 Contractor's Equipment

The following paragraph is added:

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

4.20 Progress Report

The first paragraph of Sub-Clause 4.20 is amended to require that reports be submitted **no later than the 8th day** of the following month in **five (05) copies**. In addition to the requirements (a) to (g) in the General Conditions, the reports shall include:

- (a) A Construction Schedule indicating monthly progress in percentage.
- (b) Description of work planned for the **next 56 days** (to facilitate Engineer inspection/testing).
- (c) Monthly summary of daily job records and photographs illustrating progress.
- (d) Information on difficulties encountered and proposals to overcome them.

4.21 Reporting of Accidents

Add following words in sub clause 4.21 of GCC

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

4.24 Shop Drawings

"The Contractor shall submit to the Engineer for review three (03) copies of all shop and erection drawings applicable to this Contract. These drawings shall be considered 'Contractor's Documents' as defined in Sub-Clause 1.1.17. The Contractor shall submit them in accordance with the timelines specified in the Works Programme (Sub-Clause 8.3). As stated in Sub-Clause 3.1, any review or approval by the Engineer shall not relieve the Contractor of any duties or responsibilities under the Contract."



4.25 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

4.26 Cost Inclusive of Duties and Taxes

The rates and prices stated in the priced Bill of Quantities shall be deemed to include every element of duty or tax livable on or in relation to the production, import, purchase, sale, delivery and transportation of materials and to the bringing thereof to the Site and no such duty or tax shall be separately reimbursable.

4.4.2 As-Built Records

The first paragraph of Sub-Clause 4.4.2 is amended by adding the following at the end:

"The Contractor shall furnish to the Engineer six (06) hard copies and one (01) reproducible electronic copy (in PDF and AutoCAD format) of all drawings amended to conform with the Works as built. As stated in Sub-Clause 4.11 [Sufficiency of the Accepted Contract Amount], the cost of preparing and providing these drawings is deemed to be included in the Contract Price.

In accordance with sub-paragraph (a) of Sub-Clause 10.1 [Taking Over the Works and Sections], the Works shall not be considered to be completed for the purposes of taking over until the Engineer has received these As-Built Documents."

5.1 Subcontractors

The following text is added at the end of Sub-Clause 5.1:

"The Contractor shall be fully responsible for the compliance by his Subcontractors with all the provisions of **Clause 6 [Staff and Labour]**. The Contractor shall ensure that all subcontracts include provisions requiring Subcontractors to adhere to the same standards regarding wages, health and safety, and conduct as are applicable to the Contractor under this Contract

6.1 Engagement of Staff and Labour

The following text is added at the end of Sub-Clause 6.1:

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

6.2 Rates of Wages and Conditions of Labour

The following text is added at the end of Sub-Clause 6.2:

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out.



The Contractor shall specifically ensure full compliance with the **Minimum Wages Act** and other applicable Labour Laws of Pakistan. In the absence of established rates, the Contractor shall pay wages not less favourable than the general level observed by other employers in the local construction industry whose circumstances are similar."

6.3 Recruitment of Persons

The existing text of Sub-Clause 6.3 is deleted and substituted with the following:

"The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the persons in the service of the Employer or the Engineer. Such recruitment shall only be permitted with the prior written consent of the Employer or the Engineer, as the case may be.

The Contractor shall also comply with all local Laws of Pakistan regarding the recruitment of personnel, including requirements for work permits and security clearances where applicable

6.6 Facilities for Staff and Labour

The following text is added at the end of Sub-Clause 6.6:

"The Contractor shall provide and maintain all housing accommodation, fencing, electricity, sanitation, cookhouses, fire prevention, and water supply as necessary for his staff and labour.

Upon completion of the Contract, and at the Employer's sole discretion, these facilities shall either be **handed over to the Employer in good condition** or be removed and the Site reinstated to its original condition at the Contractor's expense, all to the approval of the Engineer."

Add the following at the end of Sub-Clause 6.6:

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

Testing of drinking water shall be carried out periodically at the Contractor's cost to ensure compliance with the National Drinking Water Quality Standards of Pakistan."

6.7 Health and Safety of Personnel

The following text is added at the end of Sub-Clause 6.7:

"The Contractor shall, at his own cost, take all due precautions to ensure the safety of his staff and labour at all times. This includes the provision of appropriate Personal Protective Equipment (PPE) suitable for the mountainous terrain.

The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements. In light of the remote nature of the Site, the Contractor shall ensure that at least one (1)



dedicated vehicle is available at all times for emergency medical evacuation to the nearest tertiary care hospital."

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

Alcoholic Liquor or Drugs

Add following words in sub clause 6.7 of GCC

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

Arms and Ammunition

Add following words in sub clause 6.7 of GCC

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

Festivals and Religious Customs

Add following words in sub clause 6.7 of GCC

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

6.10 Contractor Record

The following text is added at the end of Sub-Clause 6.10:

"In addition to the records required under this Sub-Clause, the Contractor shall maintain detailed records and submit reports concerning the safety, health, and welfare of persons and any damage to property. These reports shall be submitted in a format and frequency as the Engineer may from time to time prescribe.

This shall include, but not be limited to, a 'Monthly Safety Audit' and an 'Incident Register' detailing all 'near-misses' and minor injuries occurring on the Site or during transport of equipment to the project sites."

"The Contractor shall keep a daily record of work progress, make it available to the Engineer. This record shall include weather conditions, labor strength, material deliveries, and the quantity/location of Contractor's Equipment."

6.11 Disorderly Conduct

The existing text of Sub-Clause 6.11 is deleted and substituted with the following:



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

The Contractor shall also ensure that his personnel respect the local customs and traditions of the community to avoid any social friction or public disorder.

7.1 Manner of execution

The following text is added at the end of Sub-Clause 7.1:

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

8.1 Commencement of Works

The text is deleted and substituted with the following:

The Commencement Date shall be the date on which the Contractor receives the Notice to Commence from the Engineer. The Engineer shall issue this Notice within the period stated in the **Contract Data**.

The Contractor shall commence the execution of the Works on Site within the period named in the **Contract Data** (formerly Appendix-A to Bid) after the Commencement Date. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay."

8.2 Time for Completion

The text of Sub-Clause 8.2 is deleted in its entirety and substituted with the following:

The whole of the Works required to be completed within a particular time as stated in the Appendix-A to Bid, shall be completed, in accordance with the provisions of Clause 10, within the time stated in the Appendix-A to Bid for the whole of the Works, calculated from the Commencement Date, or such extended time as may be allowed under Clause 8.5.

8.3 Programme

The first paragraph of Sub-Clause 8.3 is amended as follows:

"The Contractor shall submit an initial programme for the execution of the Works to the Engineer within **fourteen (14) days** after receiving the Notice of Commencement (Sub-Clause 8.1).

The programme shall be submitted in the form of a **Bar Chart/Gant Chart identifying the critical activities** and the critical path using Primavera/MS Project. In addition to the requirements listed in sub-paragraphs (a) to (k) of the General Conditions, the programme shall specifically highlight the Critical Activities.

The Contractor shall submit to the Engineer detailed programme for the following:



- (1) Execution of Works;
- (2) Labour Employment;
- (3) Material Procurement; and
- (4) Other details as required by the Engineer.

8.5 Extension of Time for Completion

The words 'or any Section' are deleted from the first line. The Contractor shall only be entitled to an extension of the Time for Completion for the Works as a whole, subject to Sub-Clause 20.2 [Claims for Payment and/or EOT].

8.8 Delay Damages

The first paragraph of Sub-Clause 8.8 is amended as follows:

1. In the first line, the words "**or any Section**" are deleted.
2. In the second paragraph, the words "**or Section**" (in all instances) are deleted.
3. The term "**Appendix to Tender**" is deleted and substituted with "**Contract Data**" (Appendix-A to Bid).

The Contractor shall pay delay damages to the Employer for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate for the Works as a whole.

10.1 Taking Over the Works and Sections

The text of Sub-Clause 10.1 is deleted in its entirety and substituted with the following: "When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Notification Period.

Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the Works. The Engineer shall, within twenty-eight (28) days of the date of delivery of such notice, either:

(a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works were substantially completed in accordance with the Contract; or (b) reject the application, giving reasons and specifying the work required to be done and defects to be remedied by the Contractor before the Taking-Over Certificate can be issued.

The Contractor shall be entitled to receive such Taking-Over Certificate within twenty-eight (28) days of completion, to the satisfaction of the Engineer, of the Works so specified and remedying any defects so notified."

10.2 Taking Over of Parts

Sub-Clause 10.2 is deleted in its entirety.

13.3.1 Variation by Instruction

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



13.3.3 Valuation of Variations

The valuation will be carried out by the Engineer on the basis of similar items covered in the Bill of Quantities, insofar as such rates or prices apply and where such rates or prices do not directly apply, the value shall be based on the rates or prices deducted therefrom so far as it is practicable to do so. If the same is not provided in the Bill of Quantities then the valuation will be carried out by the Engineer on the basis of actual with the application of current market rates for labour, material, etc. after due consultation with the Employer and the Contractor.

The Engineer shall issue his determination Within a period not exceeding fifty six (56) days from the date of disagreement, whichever is later.

The approval/finalization of rates of all variations shall not relieve the Contractor of his obligations under the Contract. The Contractor shall neither stop the work nor slow down the progress of the Works in awaiting the approval of rates of all variations

14.4 Schedule of Payments

The first paragraph of Sub-Clause 14.4 is amended as follows:

"The Contractor shall submit a detailed **Cash Flow Estimate** to the Engineer within **twenty-one (21) days** after receiving the Letter of Acceptance. This estimate shall be based on the Programme submitted under Sub-Clause 8.3 and shall be revised at quarterly intervals or whenever the Engineer requests."

14.6.2 Withholding amount in an (IPC)

The following text is added at the end of Sub-Clause 14.6.2:

d) The Employer as well as the Engineer may withhold the whole or part of any payment requested by the Contractor if it is necessary in his opinion to protect himself against losses on account of the following reasons:

- i) Defective work not rectified.
- ii) Non-fulfillment of any due demand and guarantee or renewal of any guarantee or surety.
- iii) Claims of third parties raised against the Employer caused through the fault of the Contractor in connection with the Works.
- iv) Damage caused by the Contractor or his personnel or any Subcontractor, to the Employer, or to a third party on the Site.
- v) Non-fulfillment of the Contract by the Contractor.
- vi) Non-fulfillment of the Contractual Obligation towards submittal of Shop Drawings, Bar Bending Schedules, Samples, erection of Mock-Up samples, As-built drawings, etc.

e) After the reasons of withholding of payments have been eliminated to the satisfaction of the Employer and the Engineer, payments to the Contractor will be undertaken by the Employer without delay.

14.7 Payment

Sub-Clause 14.7 is deleted in its entirety and substituted with the following:



"The Employer shall pay to the Contractor:

(a) the amount certified in each Interim Payment Certificate within **twenty-eight (28) days** after the Engineer receives the Statement and supporting documents; and

(b) the amount certified in the Final Payment Certificate within **fifty-six (56) days** after the Engineer receives the Final Statement and supporting documents.

Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the relevant country of payment.

The following Sub-Clauses are added:

14.8 Delayed Payment

Delete Sub-Clause 14.8 and replace with following:

In the event of the failure of the Employer to make the payment within 42 days time, the Employer shall pay to the contractor the compensation at rate of KIBOR+1% per annum in local currency, upon all sums to be paid from the date of which the same would have been paid.

14.9 Release of Retention Money

The second paragraph of Sub-Clause 14.9 is deleted in its entirety.

15.2.1 Notice (Termination for Contractor's Default)

The following text is added at the end of Sub-Clause 15.2.1:

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

15.5 Termination for Employer's Convenience

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

(a) shall proceed as provided in Sub-Clause 18.5 [**Optional Termination**]; hereof; and

(b) shall be paid by the Employer as provided in Sub-Clause 18.6[Release from Performance under the Law] hereof.

15.8 Integrity Pact

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

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

(b) terminate the Contract; and



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

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.2 [Termination for Contractor's Default]. The payment after termination shall be governed by Sub-Clause 15.4, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause."

16.1 Suspension by Contractors

In Sub-Clause 16.1, "56 days" is substituted for "21 days".

17.2 Liability for Care of the Works

Sub-Clause 17.2 is deleted in its entirety and substituted with the following:

"The Employer's risks, for which the Contractor is not liable under Sub-Clause 17.1, are:

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

19.1 General Requirements for Insurances

The following text is added at the end of Sub-Clause 19.1:



"The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Sub-Clauses 19.2.1 to 19.2.6) with either the **National Insurance Company (NIC) of Pakistan** or any other insurance company operating in Pakistan having a minimum financial rating of [Insert Rating, e.g., 'AA' by PACRA/VIS] and acceptable to the Employer.

All costs, premiums, and deductibles associated with such insurances shall be borne solely by the Contractor."

21.6 Arbitration

In the sixth to Seven lines, the words "shall be finally settled..... appointed under such Rules" are deleted and substituted with the following:

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

Add the following paragraph:

The place of arbitration shall be Islamabad, Pakistan.



PART II – PARTICULAR CONDITIONS OF CONTRACT

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SPECIFICATIONS - SPECIAL PROVISIONS



SPECIFICATIONS – SPECIAL PROVISIONS
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SPECIFICATIONS- SPECIAL PROVISIONS

1. GENERAL

- 1.1 Specifications - Special Provisions shall form an integral part of Bid and the Contract documents.
- 1.2 The Contractor shall notify all Subcontractors of the provisions of these Special Provisions.

2. DESCRIPTION OF PROJECT, WORKS INVOLVED AND SITE

Presently, a narrow, dilapidated and land-eroded track/road is available at the proposed site without ample retaining walls and storm water drainage. So, local residents of **District Shangla** are faced with serious difficulties in their daily transportation and commuting activities, particularly due to land sliding in rainy season and further damage to existing track caused by stormwater. Therefore, the Government of Pakistan intends to construct/execute the Works with a scope mainly comprising of provision of (i) earthwork in cutting/widening, (ii) premix bituminous road with a few PCC road segments, (iii) PCC side drain, (iv) stone masonry retaining walls, and (v) pipe culverts as per site requirement in order to construct under the Contract a 05 km long, properly built, functional and vital link road in hilly terrain and safeguard it to a certain extent against landslides/land erosion.

3. CODES, STANDARDS AND CERTIFICATES

A. Applicable Standards

Except as otherwise provided by these Specifications or the Drawings, all materials, equipment and fabrication and testing thereof shall conform to the latest applicable standards and codes referred in the Specifications by use of the abbreviations explained below:

ASCE	-	American Society of Civil Engineers
ASA	-	American Standard Association
ACI	-	American Concrete Institute (USA)
AISI	-	American Iron and Steel Institute (USA)
AISC	-	American Institute of Steel Construction (USA)
ANSI	-	American National Standard Institute (USA)
ASTM	-	American Society for Testing and Materials (USA)
AASHTO	-	American Association of State Highway & Transportation Officials
AWS	-	American Welding Society (USA)
BS	-	British Standards (UK)
CP	-	Codes of Practice (UK)
ICAO		International Civil Aviation Organization
BSICP		British Standard Institute Code of Practice
PS	-	Pakistan Standards (Pak)



PCA		Portland Cement Association
PSI		Pakistan Standard Institute
SSPC	-	Steel Structures Painting Council (USA)
UBC	-	Uniform Building Code (USA)
USBR	-	United States Bureau of Reclamation (USA)

If the Contractor, at any time and for any reason, wishes to deviate from the above standards or desires to use material or equipment not covered by the above standards, he shall state the exact nature of the changes, the reason for making the change and shall submit complete specifications of the materials and equipment to the Engineer for approval.

B. Standards other than those Specified

Where requirements for materials or equipment are specified by reference to a standard which has its origin in one country. It is not the intention to restrict the requirements solely to that standard and that country. Other standards, including standards of other countries, will be accepted provided the requirements thereof, in the sole opinion of the Engineer, are at least equal to the requirements of the standard specified. The Contractor may propose to the Engineer an equivalent standard other than that specified, in which case he shall submit the proposed standard and all other information required and shall submit written proof that his proposed standard is equivalent in all significant respects to the standard specified. All submissions must be made in the English language.

C. Codes and Standards at Site

The Contractor shall supply and have at his site office:

- a) Copies of all latest editions of codes and standards referred to in these Specifications or equivalent codes and standards as approved by the Engineer.
- b) Catalogues and published recommendations from manufacturers supplying products and materials for the project.
- c) The Contractor shall provide manufacturer's or supplier's materials which must meet the requirements of a specific code or standard as stated in these Specifications.

4. MANUFACTURER'S RECOMMENDATIONS

Installation of manufactured items shall be in accordance with procedures recommended by the manufacturer or as approved by the Engineer.

5. UNITS OF MEASUREMENTS

The FPS System of Units shall be used throughout the Project.

6. EXISTING CONDITION AT SITE

Drawings and information pertaining to existing project conditions are furnished for reference. Neither the Employer nor the Engineer warrants the adequacy or correctness of these. The Contractors are encouraged to visit the project site to assess the existing site conditions.

7. PROTECTION AND PRECAUTIONS

The Contractor and his Subcontractors shall afford all necessary protection to existing structures and will be required to make good at his own expense any damage done to such structures through his own or his representatives or Subcontractors' fault and negligence.

The Contractor and his Subcontractors shall afford all necessary protection to existing roads in this area. He will clear and make good at his own expense any damage to or debris on these roads through his own fault and negligence. He must at all time ensure the free and normal flow of traffic and shall not cause obstruction to the traffic system. The Contractor and his Subcontractors shall provide and maintain necessary protection and precautionary measures such as warning signs, warning lamps and barricades etc. to prevent accidents.

The Contractor shall promptly correct all such damage to original condition at no additional expense to the Employer.

The Contractor shall cooperate with trades performing work under other Contracts as necessary for completion.

8. SEQUENCE OF CONSTRUCTION

The Contractor shall submit his proposal for approval of the Engineer the sequence of Construction, prior to starting the works. The works shall be executed as per approved sequence of construction.

9. LINE AND LEVELS

Survey control points will be established by the Engineer. The Contractor shall be responsible for verifying these and shall be responsible for all requirements necessary for the execution of any work to the locations, lines, and levels specified or shown on the drawings, subject to such modifications as the Engineer may require as work progresses.

10. PLANT, EQUIPMENT AND TOOLS

The Contractor shall provide at his cost modern plant, equipment and tools, adequate and befitting to the nature, magnitude and size of this Contract, in strict compliance with the requirements of the General Conditions of Contract, Conditions of Particular Applications and Technical Specifications.

11. PARTIAL POSSESSION

Whenever, as determined by the Employer any portion of work performed by the Contractor is in a condition suitable for use, the Employer may take possession of or use such portion.

Such use by the Employer shall in no instance be construed as constituting final acceptance, and shall neither relieve the Contractor of any of his responsibilities under the Contract, nor acts a waiver by the Employer of any of the conditions thereof, provided that the Contractor shall not be liable for the cost of repairs, re-work, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increase the cost or delays to the completion of remaining portions of work, the Contractor will be entitled to an equitable adjustment.

If, as a result of the Contractor's failure to comply with provision of the Contract, such use proves to be unsatisfactory, the Employer will have the right to continue such use until such portion of the work can, without injury to the Employer, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon writing between the parties.

12. EXISTING SERVICES

The Contractor shall search for, find, locate and protect any wiring, cable, duct, pipe work, etc, within or immediately adjoining the site area.

The Contractor shall take full responsibility for safety of existing service lines, utilities and utility structures uncovered or encountered during excavation and construction operations.

The Contractor shall take full responsibility for damaging any such service lines, utility/utility structure and any cost and/or expense that arises or issues from any such damage shall be borne directly by himself. Should any damage to any such service occur the Contractor shall forthwith take remedial action, initiate safety precautions, install temporary services and carryout repair all at his own cost and expense and inform the Engineer and notify all relevant authorities.

Existing utilities which are to remain in service for or after the works are to be determined by the Contractor. If any existing service lines, utilities and utility structures which are to remain in service are uncovered or encountered during these operations, they shall be safeguarded, protected from damage, and supported. The Contractor shall preserve, maintain and keep in perfect working conditions, any existing facilities required to be preserved by the Employer/the Engineer.

13. CONSTRUCTION AREA AND ACCESS

The Employer will provide the Contractor possible space within or nearby the area of site of works for the storage of plant, equipment and materials and for Contractor's temporary office, during the currency of the Contract. In case the adjacent area as required by the Contractor is not

available within the Project boundary for storage of plant, equipment and machines then the Contractor shall arrange at his own expense possible space for storage of plant, equipment and machines at his own cost and expense. On no account shall such temporary installations conflict/interfere with any of the permanent installations, services and any operational function of Employer. The handling and storage of all plants, equipment and materials at site shall be the sole responsibility of the Contractor and at no risk and cost to the Employer.

The Contractor shall protect all material against corrosion, mechanical damage or deterioration during storage and erection on site. The protection methods shall be to the approval of the Engineer.

14. CONSTRUCTION AND CHECKING AT SITE

The Contractor shall submit to the Engineer in due time for approval and discussion, his proposals and plans as to the method and procedure to be adopted for the temporary and permanent works involved.

The submitting to these suggestions and arrangements, and the approval thereof by the Engineer shall not relieve the Contractor of his responsibilities and duties under the Contract.

The carrying out of all work included in the Contract is to supervised by a sufficient number of qualified representatives of the Contractor and full facilities and assistance are to be afforded by the Contractor for the Engineer or his Representative to check and examine the execution of the work.

The Engineer reserves the right to inspect all parts of the works but may at his discretion waive inspection on certain items. This shall in no way absolve the Contractor from his responsibilities. This particularly applies to the checking of materials, the accurate setting out of foundations, and to the leveling, setting and aligning of the various parts, and to the proper fitting and adjustment of manufactured and finished materials and fixtures in positions.

If the Engineer or his Representative find that the work progress is slow in such a way that the works or parts thereof will not be completed in the time specified, then he shall order the Contractor to overtime or in shifts and the Contractor shall comply. These arrangements will be free of all financial encumbrances and at no additional costs to the Employer.

In the event of night work, the Contractor shall provide sufficient and adequate lighting to the satisfaction of the Engineer or his Representative and shall supply the necessary manpower for satisfactory continuation of the work after normal hours.

15. STORAGE AND HANDLING FACILITIES

The Contractor shall make his own arrangements for providing the necessary space for the storage of plant, equipment and materials and for Contractor's temporary office, in and around the site of works, during the currency of the Contract.

16. PRODUCT DATA

Manufacturer's standard schematic drawings shall be modified or deleted to indicate only information which is applicable to the project. Such standard information shall be supplemented to provide all additional applicable information.

Manufacturer's catalogue sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive literature shall be clearly marked to identify pertinent materials products or models. Dimensions and required clearances shall be indicated. Shop performance characteristics and capacities shall be noted.

17. PRODUCT QUALITY AND HANDLING

Suppliers of local and foreign products and installations specified shall have been regularly engaged in the business of manufacturing, fabricating, installing and/or servicing work required for a period not less than five (05) years. In addition, the Engineer may request as appropriate a:

- List of similar installations that describes project, scope and date of completion.
- Complete literature, performance data, and technical data.
- List of services record within Pakistan.
- Location of service office from which this installation could be maintained.

For the actual fabrication, installation and testing of the specified work use only thoroughly trained and experienced workmen completely familiar with the items required and with the manufacturers recommended methods of installation. In acceptance or rejection, no allowance will be made for the lack of skill on the part of workmen.

Use all means necessary to protect materials before, during and after installation and to protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacement necessary for approval and at no additional cost to the Employer.

18. INSPECTION AND TEST REPORTS

All equipment and materials furnished under these specifications and all work performed in connection therewith will be subject to rigid inspection by the Engineer or the Engineer's Representative. Acceptance of equipment and material or the waving off inspection thereof shall in no way relive the Contractor of his responsibility for meeting the requirements of the Contract.

The Contractor shall furnish the Engineer with certified true copies of test reports of all materials used in the manufacture and fabrication of all equipment and material including metal work, steel pipes, fire bricks etc. The result of these tests shall be in such form as to show compliance with the applicable Specifications, standards and codes for the material used.

19. FIELD LABORATORY AND TESTING

19.1 General

The Contractor shall provide and maintain a field laboratory equipped with approved equipment to perform all the tests required by the Engineer. The quality control testing shall be performed by the Contractor's competent personnel in accordance with a site testing and quality control programme to be established by the Contractor and approved by the Engineer. The Engineer may however, require certain tests to be performed in any other laboratory designated by him.

The Contractor shall provide laboratory helpers to the Engineer for testing. The laboratory shall be run by a qualified material Engineer and Laboratory Technician to be employed by the Contractor.

The Field Laboratory, including all equipment and staff shall be placed at the disposal and direction of the Engineer during the Contract.

The Contractor shall keep a complete record of all quality tests performed on site.

All quality control and tests shall be carried out in accordance with applicable standards and codes.

19.2 Field Laboratory Equipment Requirements

The Laboratory shall be equipped with new unused and latest Equipment to perform tests as per Technical Specifications and General Conditions of Contract. Additional equipment/materials shall be supplied by the Contractor as and when required by the Engineer to perform any specified test, at no additional cost to the Employer.

The laboratory shall also be equipped with new unused furniture, fitting and fixtures. If any equipment, furniture, fitting or fixture becomes unserviceable for any reason what so ever, the Contractor shall promptly replace the same as and when directed by the Engineer.

19.3 Testing Laboratory Certificates

The Engineer may accept a certificate from a commercial testing laboratory, satisfactory to him, certifying that the product has been tested within a period acceptable to the Engineer and that it conforms to the requirements of these specifications.

19.4 Method of Payment

The cost of providing running and maintenance of the laboratory, equipment, materials and staff, testing charges for materials supplied by the Employer and all other tests to be performed in any other laboratory designated by the Engineer shall be deemed to be included in the price quoted by the Contractor and no separate claim for payment on this account shall be entertained by the Engineer. Furthermore, the cost of any additional laboratory, field and shop testes required through the resubmission of samples because of failure of compliance with Specifications shall be borne by the Contractor.

In case the Contractor does not provide the specified equipment and testing facility, cost of testing plus 100 percent overheads shall be recovered from his bills.

20. SURVEYING INSTRUMENTS

20.1 General

The minimum quantity of survey equipment is stated below which shall be available with the Contractor at site of Works along with qualified Surveyors and Survey Helpers. The equipment shall be maintained throughout the Contract Period and replaced by the Contractor in case of damage or loss. The survey equipment shall be in good working condition.

20.2 Surveying Equipment Required

The Contractor shall provide and maintain the following surveying equipment at site.

- a) Total Station with staff 02 nos.
- b) Automatic Levels with tripods and staff 02 nos.
- c) All other miscellaneous tools, equipment and materials required in surveying.

21. APPROVAL OF MATERIALS AND PLANT

21.1 Quality of Materials

All materials, fixtures, fittings, supplies and plant furnished under the Contract shall be new and unused, standard first grade quality and of the best workmanship and design. No inferior or low-grade materials, supplies or articles will be either approved or accepted, and all work of assembly and construction shall be done in a first-class and workmanlike manner. In asking for prices for materials intended for delivery to the Site and incorporation in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

21.2 Submission of Samples and Data

- 21.2.1 The Contractor shall furnish for approval of the Engineer with reasonable promptness all samples as directed by the Engineer or specifically called for in the Specifications and in accordance with the time schedule provided in the schedule of submittals. The Engineer shall check and approve such samples with reasonable promptness only for conformance with the design concept of the Works and for compliance with the information given in the Contract Documents. All work shall be in accordance with approved samples.
- 21.2.2 Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.
- 21.2.3 Each sample shall be properly labeled with the name and quality of the material, manufacturer's name, name of the project, the Contractor's name and the date of submission, and the Specifications Article number to which the sample refers.
- 21.2.4 The manufacturer's installation directions shall be provided with each sample. The Contractor shall pay all transportation costs and deliver samples to the Engineer's office, Site or testing laboratory as directed by the Engineer.
- 21.2.5 Samples shall be of adequate size to permit proper evaluation of the material by the Engineer. Where variations in colour, texture, dimensions or other characteristics are to be expected, the Contractor shall submit samples showing the maximum range of variation. Materials exceeding the range of variation of the approved samples shall not be used on the Work.
- 21.2.6 In order to permit coordinated selection of colours and finishes, the Contractor shall deliver samples of all related items to the Engineer at one time. Samples of such materials will not be approved until all related samples have been submitted.
- 21.2.7 If both Shop Drawings and samples are required for the same item, the Engineer may require both to be submitted before approving either.
- 21.2.8 The Contractor shall erect Mock-up samples of finished items where specifically called for in the documents or as directed by the Engineer.
- The Mock-up samples shall be preserved/protected by the Contractor till the end of the project or as directed by the Engineer.
- 21.2.9 No acceptance or approval of any Shop Drawings or sample, or any indication or request by the Engineer on any Shop Drawings shall constitute an authorization for any increase in the Contract Sum.

21.3 Inspection

All material and Plant furnished and all work performed under this Contract will be subject to inspection by the Employer and the Engineer at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charge, all facilities, labour and materials reasonably needed for performing such inspection and testing as may be required by the Engineer.

21.4 Approved Sample At Site

The Contractor shall, at all times, keep on the Site approved samples. All such samples shall be made available to the Engineer as and when required.

22. BAR BENDING SCHEDULE

Bar bending (reinforcement bars) schedule of all structural drawings shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval.

23. DRAWINGS

23.1 Bid Drawings

Bid Drawings issued with the Bid Documents, called the Bid Drawings, show scope of the work to be performed by the Contractor. The Drawings are generally in sufficient detail so as to be used as a basis for construction, fabrication and for placing orders for materials subject to corrections based on future issue of supplementary Drawings as provided under Sub-Clause 23.2 hereof.

23.2 Construction Drawings, Supplementary Drawings

Upon commencement of the works and furnishing by the Contractor stake out survey plan and natural ground levels, the Engineer shall issue Construction Drawings to the Contractor. The Construction drawings may be issued in stages, where necessary.

The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall follow these drawings.

When additional information regarding the geological formations or other conditions becomes available, the Engineer may find it desirable to change dimensions or design of one or more of the features of the Works to conform to the newly disclosed conditions. The Engineer reserves the right to make such reasonable changes, and the Contractor's operations shall be conducted so as to accommodate any such reasonable changes in the Works.

23.3 Definition of Term Drawings

The term Drawings as used in the Specifications means the Drawings referred in Clauses 23.1 and 23.2 above.

23.4 Checking of Drawings

The Contractor shall check all Drawings carefully as soon as practicable after receipt thereof, and shall promptly notify the Engineer of any errors discovered.

23.5 Copies of Drawings

Drawings will be issued to the Contractor as described below:

23.5.1 Construction Drawings

Two (2) sets of the Construction Drawings will be issued to the Contractor as stated above, free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

23.5.2 Supplementary Drawings

Two (2) prints of each supplementary Drawing will be issued to the Contractor free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

23.6 Drawings to Be Furnished By the Contractor

The Contractor shall submit to the Engineer for review, such drawings as are required under the Contract, sufficiently in advance of the work intended to be executed.

23.6.1 Reinforcement Drawings

Reinforcement placement drawings and bar bending schedules (to be provided by the Contractor as per Clause 22 above) of all RCC work shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval, sufficiently in advance of the works in which they are intended to be used.

23.6.2 Shop Drawings

(a) The Contractor shall submit to the Engineer for review three (3) copies of all drawings to be issued for setting out, fabrication, supply order and construction; based on data, requirements, dimensions, details, codes, standards and design provided in the drawings issued by the Engineer. Such drawings shall be submitted at least twenty-eight (28) days before they are required for use. If within a period of fourteen (14) days after submission, the Engineer notifies the Contractor that a drawing fails to comply with the relevant requirement of the Contract, it shall be rectified and resubmitted for approval at the

Contractor's cost. Fabrication or construction shall not commence on any part of the Works have been approved by the Engineer.

The Works shall be executed in accordance with the drawings as approved by the Engineer. If the Contractor wishes to modify any approved drawings, he shall immediately notify the Engineer and submit revised drawings for approval. If the Engineer instructs that further drawings are necessary for executing the Works, the Contractor shall prepare such drawings and submit them for approval.

The Contractor at his cost shall rectify errors, omission, ambiguities, inadequacies and other defects.

Approval by the Engineer, in accordance with this paragraph, shall not relieve the Contractor of any of his responsibilities under the Contractor.

(b) The shop drawings shall be properly identified indicating the part of the Works, the name of the contractor/supplier etc., the date of preparation and the dates of all revisions. The Shop Drawings shall be complete and shall show the design dimensions, proposed materials to be used, finishes, type of shop paint and all other details in connection thereto.

(c) Where adjoining work requires shop drawings, the Contractor shall prepare and submit composite shop drawings, which shall show and define the work under all affected trades. If the Contractor executes work before coordinating with other trades so as to cause interference with work of those trades, he shall make changes necessary to correct the conditions without extra cost to the Employer.

(d) No changes shall be made by the Contractor in the resubmitted shop drawings in excess of the corrections spelled out by the Engineer and in a separate note on the shop drawings.

(e) No work in the shop shall be started and no material or plant ordered until the Engineer has approved the shop drawings. It shall be the responsibility of the Contractor to submit the shop drawings on a schedule that allows reasonable time for checking and approval and subsequent fabrication. Failure to submit shop drawings in ample time for checking, correcting, and rechecking will not justify extension of time for completion of the Works.

(f) The Contractor shall also check and verify all site measurements whenever requested by other Specialist Contractors or by other Sub-Contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, so as not to delay the work in any way. A copy of all such information passed on shall be given to the Engineer.

23.6.3As-Built Drawings

The Contractor shall, at all times, keep on Site a separate set of prints of all drawings on which all significant changes between the work shown on the Drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progresses. The Subcontractor(s) for plumbing, mechanical and electrical shall, at all times, keep on Site, a separate set of prints of the drawings (showing their parts of the Works) on which all significant changes between the work shown on the Drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progresses. Such drawings shall show the exact physical location and configuration of the works as actually installed.

The Contractor shall, within fourteen (14) days of issuance of Taking-Over Certificate for whole of the Works, furnish to the Engineer for his approval two

2) copies of such marked up drawings. One (1) copy of each of the marked up

drawings approved by the Engineer shall be returned to the Contractor by the Engineer and these shall be used for the preparation of the As-Built Drawings.

The Contractor shall furnish (i) to the Employer/Employer's Representative two (2) copies, and 9ii) to the Engineer six (6) complete sets and one reproducible copy of all As-Built Drawings within twenty eight (28) days of receipt of drawings stated above, from the Engineer.

24. PROTECTION OF THE WORKS

The Contractor shall whenever necessary cover up and protect the works from weather and damage by his own or other workmen performing subsequent operation. The Contractor shall provide all necessary dustsheets, barriers and guard rails and clear away the same at completion.

25. RESTORATION AND CLEANING

Upon completion of the works the Contractor shall restore all items covered by the Contract to the satisfaction of the Engineer and the Employer:

The Contractor shall do regular cleaning and clear away all rubbish and excess materials that may accumulate from time to time on completion and before handing over. Upon completion of the works he shall obliterate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, stock piles of excess or waste materials, or any other vestiges of construction, as directed by the Engineer. All buildings shall be cleaned; floors and paving scrubbed and the works and site shall be left in a clean and satisfactory state for immediate use and occupation. Care shall be taken not to use any cleaning materials, which may cause damage to the surface to be cleaned.

The Contractor shall also take all necessary precautions to keep the works and site free from vermin during construction and he shall leave the works vermin free on completion.

Application of pest control agents shall not commence until the specific product, name, method and extent of application have been submitted to and approved of by the Engineer.

26. SITE OFFICE AND TEMPORARY FACILITIES TO BE PROVIDED BY THE CONTRACTOR

26.1 Contractor's Office, Facilities Etc,

The Contractor shall establish and maintain a Site office. The Contractor shall provide all facilities in connection with the execution, completion, of the works, remedying defects therein and maintenance of the utilities services. The facilities shall not be limited to the Contractor's Site Office, labour camps, work yard and storage areas, temporary water supply, waste water disposal, temporary electricity, medical unit, temporary roads, fire protection and fire fighting equipment etc. The Contractor shall be solely responsible for arranging all utilities

and the Contractor shall setup, maintain and operate an architectural and engineering facility at site with adequate number of technical and support staff as well as equipment required for particular nature of job covered under the Contract to prepare drawings/shop drawings for approval of the Engineer.

The Contractor shall arrange his labour camp, work yard, storage area and site office.

26.2 Temporary Roads

The Contractor shall prepare and maintain such temporary roads as may be necessary, from the site to the nearest road and also within the plot. Such roads shall be positioned strictly in accordance with the Engineer's instructions and the Contractor shall reduce or control any dust nuisance by regularly spraying water and compaction as directed.

26.3 Temporary Services

26.3.1 Temporary Water Supply

The Contractor shall supply in sufficient quality all necessary potable and other water for contraction purposes for all trades at point within a reasonable distance of any building being constructed. The Contractor shall make arrangements and pay charges for water service installation, maintenance and removal thereof, and pay the costs of water for all trades.

At completion of the work, the temporary water services equipment and piping shall be removed by the Contractor at his own expense.

26.3.2 Temporary Electricity

The Contractor shall make all the necessary arrangements for a temporary electricity service, pay all expense in connection with the installation, operation and removal thereof and pay the costs of electricity consumed by all trades. The Contractor shall arrange and furnish an Electric Power Generating set at site and maintain the generating set in perfect working condition through-out the duration of Contract. The generating power of the set shall be sufficient to operate all plant and equipment as well as the camps and offices of the Contractor and the offices of the Engineer/Employer, during construction at site. Should the set fail to meet the required demand at site or fail to function or operate, the Contractor shall immediately replace the same with other generating set/s to the satisfaction of the Employer as well as the Engineer.

A temporary lighting system shall be furnished, installed and maintained by the Contractor as required to satisfy the minimum requirements for safety and security and to the satisfaction of the Engineer.

When the permanent electrical power and lighting systems are in an operating condition, they may be used for temporary power and lighting for construction purposes provided that the Contractor obtains the written approval of the Engineer and the Employer and assumes full responsibility for the entire power and lighting system and pays all costs for operation and maintenance of the system.

At completion of construction work, or at such time as the Contractor makes use of permanent electrical equipment and devices, temporary electricity services shall be removed by the Contractor at his own expense.

26.3.3 Waste Disposal

The Contractor shall make such temporary provisions as may be required in order to dispose of any chemicals, fuels, oils, grease, bituminous materials, waste and soil waste and the like without causing pollution to either the site or the environment. Disposal of any materials, wastes, effluent, garbage, oil, grease, chemicals and the like shall be in areas specified by the concerned local authority proposed by the Contractor and subject to the approval of the Engineer. If any waste material is dumped in unauthorized areas the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed off as directed by the Engineer and replaced with suitable fill material compacted and finished with topsoil all at the expense of the Contractor.

26.3.4 Fire Protection

The Contractor shall provide and maintain adequate fire protection in the form of barrels of water with buckets, fire bucket tanks, fire extinguisher, or other effective means ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of the works.

Gasoline and other flammable liquids shall be stored in and dispensed from safety containers approved by the Engineer and storage shall not be within building.

Torch-cutting and welding operations performed by the Contractor shall have the approval of the Engineer before such work is started and a chemical extinguisher is to be available at the location where such work is in progress.

The Contractor shall follow the instructions and specifications of the Civil Defense Department or any other local department concerned with such activities.

27. CONSTRUCTION SCHEDULE

A Construction schedule shall be maintained in accordance with the provisions of the General Conditions of Contract.

The schedule shall be accompanied with sufficient data and information including all necessary particulars of constructional plant, equipment machinery, temporary Works, arrival of plant, equipment at site and their installation, method of operation, work forces employed, etc., for an activities of the Works.

Should the Engineer Consider any alteration or addition in the programme and time schedule, the contractor shall conform thereto without any cost to the Employer.

Whenever necessary and wherever the progress of the actual work shows departure, the programme and time schedule shall be updated and submitted to the Engineer for his approval.

28. WEEKLY PROGRESS REPORT AND PHOTOGRAPHS

28.1 During the continuance of the Contract, the Contractor shall submit weekly progress on forms as approved by the Engineer. Such weekly reports shall show the actual progress completed as of date of the report plotted against the schedule as given by the Contractor at the start of work and shall be broken down so as to indicate status of all activities associated with mobilization, design, material procurement, manufacture, surveys works, tests with regard to the agreed contract programme.

28.2 The Employer and the Engineer reserve the right to coordinate the schedules of this Contractor and other Contractors working at the Site, and to adjust and/or change any and all such schedules as required during the course of construction in order to achieve a coordinated project in harmony with the Employer's completion date.

28.3 Commencing after the first week of construction, and continuing every week until completion, the Contractor shall take and submit photographs to the Engineer's Representative, to show progress of his work and completion of each structure or major feature.

29. CONTRACTOR TO NOTIFY DELAYS, ETC.

Any delay which will affect the completion of works shall be detailed by the Contractor who shall state the action he is taking for effective completion of the Contract programme.

The Contractor shall submit a report in respect of the various sections of the works, the equipment in use or held in readiness, a return of labour and supervisory staff, and details of any matters arising which may generally affect the progress of the work.

The Contractor shall give a summary of the detailed progress report giving the position with regard to the agreed Contract programme.

The progress reports shall be set out in a format to the approval of the Engineer, and forwarded promptly so that on receipt the information contained therein is not more than twenty one (21) days out of date.

If during execution of the Contract, the Employer considers the progress position of any section of the work to be unsatisfactory, or for any other reason relating to the Contract, he will be at liberty to convene a meeting and the Contractor's Representatives are to attend such meeting.

The Contractor's Site Office shall prepare and submit six (6) copies of a weekly progress report to the Employer and Engineer's Site Office. This report shall summarize site activities and record and details where difficulties in maintaining the agreed programme are being experienced or are likely to cause subsequent delay.

The Contractor's Site Office shall also prepare and submit to the Engineer's Site Office two (2) copies of Daily Activity Report summarizing the main activities to be undertaken each day, noting special activities such as tests, alignment checks, etc. The Contractor shall be responsible for expediting the delivery of all material and equipment to be provided by him and his subcontractors.

30. PHOTOGRAPHS

As soon as work commences on Site, the Contractor shall provide at least 10 to 12 photographs (alongwith soft copy) of the works from positions to be selected by the Engineer, Each photographic print shall not be less than 297mm x 210mm and shall bear a printed description, a serial number and the date when taken.

The negatives/soft copy of all photographs shall be held at the Contractor's Site Office, numbered and handed over to the Employer at the completion of the Contract.

31. SIGN BOARD

The Contractor shall erect and maintain at the Site in a location to be approved by the Engineer two (2) Sign Boards of dimensions approved by the Engineer. The Sign Boards shall be made of metal. It shall be mounted on steel posts securely anchored and braced. The Contractor shall paint on the Sign Boards, the name of the Works, and the names of the Employer, Engineer and the Contractor both in English and Urdu Language.

32. SITE OFFICE FOR ENGINEER/ENGINEER'S STAFF

The Contractor shall construct, provide erect, furnish, and maintain a site office for Engineer/Engineer's Staff, along with stabilized access road. The Site office shall be connected to the electrical systems, portable water supply system and sewage disposal system.

The Contractor shall provide the site office along with all furnishing and equipments within 28 days of the receipt of the first installment of the mobilization advance or within 28 days of the date of commencement whichever is earlier.

The Site office shall be maintained by Contractor up to completion of the Works.

No payment shall be made to the Contractor for the works involved under this Sub-Clause. The cost thereof shall be deemed to have been included in the total price quoted by the Contractor.

33. TRANSPORT FOR THE EMPLOYER AND THE ENGINEER

Not used.

34. COORDINATION OF WORK AT SITE

The Contractor shall take cognizance that during the execution of the project, other Contractor will be working concurrently on this Site.

All works of his responsibility shall be coordinated by the Contractor so as to give the necessary facilities to other Contractor or their workman or any other employ, who execute or supervise any work on the Site.

The Contractor shall ensure that the necessary safety precaution will be observed and interferences shall be avoided specially for the works executed side by side by different Contractors.

Due consideration must be given to permit access to sections of the work as required by other Contractors for the extension of their works. With a view to coordinate the works, the Engineer may from time to time direct the order of the works to be carried out.

No payment shall be made to the Contractor for the works involved under this Sub-Clause.

35. SITE FACILITIES TO BE PROVIDED BY THE CONTRACTOR

35.6.1 General

Without prejudice to the generality of the various clauses of the Contract, particular attention is drawn to the obligation of the Contractor to make his own arrangement at his own expense for the following.

35.6.2 Labour Camps and Staff Residences

The Contractor shall provide, operate and maintain labour camps and staff residences and are required for the proper and efficient progress of the work to house his own employees. For the purposes of operation and maintenance of the Camps and Residences, the Contractor shall comply with the rules of Pakistan Labour Camp Rules, 1960 and all other applicable provisions of the Pakistan Labour Laws.

35.6.3 Administrative and Field Office

The Contractor shall provide, operate and maintain administrative and field offices required for his staff and would be responsible for Operation and Maintenance, furniture, equipment, appliances, janitor services and security of the same.

35.6.4 Work yards and Storage Areas

The Contractor shall provide, operate and maintain all sheds, fencing, foundations and all above ground structures required to store material of equipment brought on to the site by him. The Contractor shall be responsible for the security of his entire camps, residence, site and field offices work yard and storage area.

35.6.5 Water Supply, Sewerage System and Electricity

The Contractor shall make his own arrangement, at his own expense for provision, operation and maintenance of electric supply, reasonable supplies of raw and potable water and sewerage system at the site of works and his labour camps, staff residences and offices. The Contractor shall pay all fees, and charges (including bills) of whatsoever nature to the concerned departments (if any) in order to procure connections of the _____ above facilities and thereafter using these facilities.

35.6.6 Medical Care

The Contractor shall arrange provision of adequate medical facilities for his employees.

Adequately equipped and properly staffed first aid stations or dispensaries shall be provided by the Contractor at camps and other strategic locations, to administer first aid treatment at all times free of charge to all persons on the Site, including personnel of the Engineer and the Employer. The nature, number and location of facilities furnished and the Contractor's staff for administering first-aid treatment shall meet the requirements of the Health Services of the Government of Pakistan and of Section III of the Manual "Safety Requirements for Construction by Contract" , published by the Employer, and shall be subject to approval by the Engineer.

35.6.7 Other Facilities

The Contractor shall also be responsible for providing at his own cost other facilities for his own staff and labour such as educational, recreational, transport, telephone and catering if required.

36. CONSTRUCTION PROCEDURES

The Contractor shall advise the Engineer of proposed construction procedures in accordance with the General Conditions of Contract.

37. NOTIFICATION TO ENGINEER

The Engineer shall be notified daily in writing of the nature and location of the Works the Contractor intends to perform the next day so as to enable necessary inspection and measurement to be carried out. The Engineer may, if necessary, direct that longer notice be given of certain operations.

38. NIGHT WORK

When work is done at night the Contractor shall maintain from sunset to sunrise such light on or about his work and plant as the Engineer may deem necessary for the proper observations of the work and the efficient execution thereof.

39. WEATHER

No work is to be undertaken when, in the opinion of the Engineer, the weather is so unsuitable that proper protection of the work cannot be ensured.

40. ACCIDENT PREVENTION, SAFETY MEASURES AND PROTECTIVE EQUIPMENT

The Contractor shall comply and enforce compliance by all his sub-contractors with the highest standards of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and statutory provisions.

All requisite barriers, fences, warning signs, lights and other safety precautions as required for the protection of persons and property on or adjacent to the site shall be provided at the Contractor's cost.

All false work, scaffolding and handrails shall be well constructed and secured at all times, Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.

All warning signs shall be in two languages, English and Urdu, and shall at all times be maintained in a clean and legible condition, to the satisfaction of the Engineer.

Trash shall be removed at frequent intervals to the satisfaction of the Engineer.

Netting shall be provided at all levels where work is in progress, all around the building.

41. SETTING OUT OF WORK AND SURVEY

41.1 Reference Points, Lines

The Contractor shall establish benchmarks and / or reference line at the Site in accordance with the instructions of the Engineer. The Contractor shall set out its work from these benchmarks and lines. The Contractor shall supply plant, equipment, materials and labour for checking if required of the survey control by the Engineer. Slope stakes will be set by the Contractor before commencement of excavation and will be re-established as required during progress of work using established benchmarks and reference points.

41.2 Verification

The Engineer may make checks as the work progress to verify lines and grades established by the Contractor and to determine the conformance of the work as it progresses with the requirements of the Drawings and Specifications. Such checking by

the Engineer shall not relieve the Contractor of his responsibility to perform all work in accordance with the Drawings and Specifications and the lines and grades given therein. Based upon the basic control, the Contractor shall provide his own primary control points, as needed for the Works, and shall preserve and maintain them until otherwise authorized.

The Contractor shall be responsible for maintaining all survey markers/monuments, and property corners. If any markers/monuments are destroyed by the Contractor, the Contractor shall arrange, at his own cost, to retrace and replace them to the entire satisfaction of the Engineer. If a monument cannot be replaced in its original position, the Contractor shall install a witness corner. The Contractor shall complete and file monument reference cards on all monuments as per instructions of the Engineer.

The Contractor shall provide experienced construction surveyors with adequate experience in the construction surveys similar in nature as required by this Contract.

Based upon established basic control monuments the Contractor shall establish all lines and grades necessary to control the Works, and shall be responsible for all measurements that may be required for execution of the Works to the tolerance prescribed below.

The Contractor shall perform such surveys and computations as are necessary to determine quantities of work performed or placed during each progress payment period, and shall also perform all surveys necessary for the Engineer to determine final quantities of work in place. The Engineer will determine final quantities based on original ground levels determined by the Contractor and agreed by the Engineer.

The Contractor shall notify the Engineer at least 24 hours before performing a quantity survey and, unless specifically waived, quantity surveys shall be performed in the presence of an authorized representative of the Engineer.

Degree of accuracy for the survey works shall satisfy the following specified tolerances:

- (a) Structure points shall be set within 0.01 foot accuracy from point to point, except where tighter tolerances are required:
- (b) Cross-section points shall be located within 0.01 foot, horizontally and 0.01 foot vertically.
- (c) Permissible closing error for a leveling line meant for establishing Temporary Bench Mark (TBMs) shall not exceed $0.045 \times \sqrt{M}$ foot, where M is in miles. The permissible closing error shall be duly adjusted.

The Contractor shall provide all materials, equipment and labour required for surveying work, including, but not limited to, instruments, stakes, spikes, steel pins, templates, platforms, and tools, and except as required to be incorporated in the work or left in place, all such materials and equipment, shall remain the property of the Contractor. Surveying instruments shall be in perfect working condition and shall be subject to rigid inspection for proper operation at least after every two weeks of use. Defective instruments shall be promptly replaced or repaired and adjusted to the satisfaction of the Engineer.

Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded in the Contractor furnished field books. Notes or data not in accordance with standard

formats will be rejected. Illegible notes or data, or use of erasures on any page of a field book will be considered sufficient cause for rejection of part or the entire field book. Copied notes or data will not be permitted; therefore, rejection of part or all of a field book may necessitate re-surveying, Corrections by ruling or lining out errors will be satisfactory.

The cost of all materials, equipment, surveyors and labour required for surveys for the Works and quantity surveys required by this clause shall be deemed to be included in the rates and prices of the various items in the Bill of Quantities and no separate measurement and payment in their respect shall be made.

41.3 Survey Instruments

The Contractor shall maintain at the Site the requisite surveying instruments in perfect working conditions to enable the Engineer's Representative to check levels and lines of the work at all times.

42. PAYMENT OF WORK

No payment shall be made for the works involved within the scope of this section of specification unless otherwise specifically stated in the Bills of Quantities or herein.

The cost thereof shall be deemed to have been included in the total price quoted by the Contractor.

43. ENVIRONMENTAL PROTECTION

The Contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of works. Except where clearing is required for the Permanent works, approved construction roads and the Temporary Works, and for excavation operations, all trees and native vegetation shall be preserved and shall be protected from damage which may be caused by the Contractor's construction operations and equipment. On completion of the works, all work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape. Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replanted, or otherwise corrected as directed by the Engineer at no additional cost to the Employer.

SPECIFICATIONS - TECHNICAL PROVISIONS

(Pak. PWD Specifications will be followed for execution of the Works)