



KARACHI DEVELOPMENT AUTHORITY SECRETARIAT

2nd Floor, Civic Center, Gulshan-e-Iqbal, Karachi.

NO: PA/Secy/KDA/2025/17/L

Dated: 21/01/2025

ORDER:

In pursuance of Rule-7 & 8 of SPPRA Rules-2010 (Amended time to time), due to the retirement of the Chairman Procurement Committee the Procurement Committee, KDA has been re-constituted comprising the following members:

S. No.	Name	Designation	
1.	Mr. Shahzad Ahmed	Additional Director, KDA	Chairman
2.	Mr. Faizan Jafferri	Accounts Officer, KDA	Member
3.	Mr. Shakeel Ahmed	AEE (North Nazimabad Town) Education Works Department, Karachi	Member

The function and responsibilities of the Procurement Committee, shall be as provided under Rules-8 of SPP Rules 2010 (Amended time to time) as under:

1. Preparing and/or reviewing bidding documents
2. Carrying out technical as well as financial evaluation of the bids
3. Prepare evaluation reports as provided in Rule – 45;
4. Making recommendations for the award of contract to the Competent Authority
5. Perform any other ancillary and incidental to the above.


Secretary
Karachi Development Authority

Copy to:

1. Chief Engineer (Dev.), KDA
2. All Officers Concerned
3. PS to Director General, KDA
4. Office Copy



Doc



Info



KARACHI DEVELOPMENT AUTHORITY SECRETARIAT

2nd Floor, Civic Centre, Gulshan-e-Iqbal, Karachi

NO.PA/Secy/KDA/2024/367 /Karachi,

Dated: 04/11/2024

NOTIFICATION

In pursuance of Rule-31 of SPP Rules-2010 (amended time to time), due to the retirement of the Chairman Complaint Redressal Committee, the CRC is hereby re-constituted comprising the following members:

COMPLAINT REDRESSAL COMMITTEE

Sr. #	Name of Officer	Designation	Remarks
1	Mr. Abdul Samad Jamlaney	Chief Engineer (Dev.), KDA	Chairman
2	Mr. Aziz Mustafa Shaikh	Divisional Accounts Officer, Office of the AG Sindh	Member
3	Mr. Rizwan Haider	Ex-Superintending Engineer, College Education Dept., GoS	Independent Member

TORs:

The Committee shall act in accordance with the Rule-31 of Sindh Public Procurement Rules-2010 (amended time to time).

Secretary

Karachi Development Authority

A copy is forwarded for information & necessary action to:

1. Chief Engineer (Dev.), KDA
2. Chairman and Members (all) of the Committee
3. Managing Director, SPPRA, Karachi
4. PS to Additional Chief Secretary, Local Government, GoS
5. PS to Director General, KDA
6. Office Copy



**KARACHI DEVELOPMENT AUTHORITY
OFFICE OF THE CHAIRMAN PROCUREMENT COMMITTEE
ENGINEERING DEPARTMENT**

No: CPC/E/2025/04

Dated 29/12/2025

NOTICE INVITING TENDER

(SINGLE STAGE ONE ENVELOPE SYSTEM AS PER SPPRA GUIDELINE)

According to SPPRA Rules 2010 (Amended time to time), the tenders are invited through Newspapers, KDA website and SPPRA (EPADS) for the following work from eligible interested contractors/firms/parties, etc. having relevant experience.

Sr. No.	Name of Scheme	Estimated Cost	Bid Money	Tender Fee	PEC Category
	Rehabilitation/Reconstruction of Roads in Scheme-41 Surjani, Scheme-36 Gulistan-E-Johar, Scheme-33 Gulzar-E-Hijri and Scheme-5: Clifton, Karachi ADP 2399				
(a)	Development of sector 5, Surjani town package 3 (road-7)	198.467	9.923 Million	Rs. 10,000/-	C-4 or above CE01,CE09,CE10
(b)	Development of sector 5, Surjani town package 4 (road-8)	154.132	7.706 Million	Rs. 10,000/-	C-4 or above CE01,CE09,CE10
(c)	Development of sector 5, Surjani town package 5 (road-9)	142.132	7.106 Million	Rs. 10,000/-	C-4 or above CE01,CE09,CE10
(d)	Package-02 (divider road 6a & 7a) Gulzar-e-Hijri scheme-33	140.000	7.000 Million	Rs. 10,000/-	C-4 or above CE01,CE09,CE10
(e)	Package-03 (divider road 8a & 9a) Gulzar-e-Hijri scheme-33	140.000	7.000 Million	Rs. 10,000/-	C-4 or above CE01,CE09,CE10

SCHEDULE OF TENDERS SHALL BE AS FOLLOWS:

- The Bidding documents containing relevant information can be accessed /downloaded from the website of SPPRA (<http://portalsindh.eprocure.gov.pk>) with effect from publication date to Wednesday, 31.12.2025. The tender fee (Non-Refundable) amounting to Rs. 10,000/- in the form of Pay Order in favour of "Karachi Development Authority" (must be attached with Technical documents of E-Bid & also be uploaded to the EPAD website).
- Bids will be submitted through E-PAD System before Friday 16.01.2026 till 03:00 P.M. along with the Bid Security as mentioned against the each work in the form of Call Deposit/Pay Order/Demand Draft/Bank Guarantee issued by a scheduled Bank of Pakistan in favour of "Karachi Development Authority" (must be attached with E-Bid & also be uploaded to the EPAD website) (Amended in Rule-37 for sub-rule 1) of SPPRA vide Notification Dated: 25th August 2025).
- The Bids will be opened on same date at 03:30 P.M through E-PADS at Seminar Hall, 1st Floor, Civic Centre, Gulshan-e-Iqbal, Karachi in the presence of bidders or their authorized representatives who shall choose to attend the bids opening session by the procuring agency's notified Committees as per SPP Rules, 2010 (Amended up-to-date).
- The original Tender Fee & Bid Security must be submitted in a sealed envelope, either by hand or through registered mail to the Office of the Undersigned @ Seminar Hall, 1st Floor, Civic Centre, Gulshan-e-Iqbal, Karachi before the opening of the bidding process.
- In case of any reason, if the tenders are not responded on the above date, the next date of submission will be 03-02-2026 till 02:30 P.M. & opening of bids will be same day at 03:00 P.M. The tender documents will also be downloaded up-to 02-02-2026.
- The bid determined to be the Most Advantageous though not necessarily the lowest submitted price shall be accepted (As per Rule-49 of SPPRA Rules-2010 (Amended up-to-date)).
- The Bid validity period is (90) ninety days.

Eligibility Criteria (Mandatory):

- Copy of CNIC of Proprietor/Partners
- Valid Registration with Pakistan Engineering Council (PEC) in relevant Category and having specialization codes.
- Bidder shall be an active Tax Payer List (ATL) of Federal Board of Revenue (FBR) and Sindh Revenue Board (SRB) as the case may be, failing to which the bidder shall not be eligible to take part in bid in accordance with amendment made in Rule-46 in sub-rule (1) in clause (a) in sub-clause (iii) vide Notification Dated: 4th October 2024.
- Proof of experience and details of similar nature of work(s) executed during the last five years indicating the name of project/scheme / works with cost, date of commencement & completion in accordance with amendments in SPPRA Regulations Clause # 2.16.7.9(i) vide Notification Dated: 10th April, 2023 (With Satisfactory Completion Certificate duly supported by documentary evidences viz: Work orders / Contract Agreements & Satisfactory Project Completion Certificates by concerned Department), the information about experiences of work(s) executed previously can also be verified from SPPRA web site.
 - At least one similar nature of work having minimum cost 80% of the estimated cost of work, OR
 - At least two similar nature works each having minimum cost 50% of the estimated cost.
- Average Annual Financial Turnover not less than equivalent cost of the scheme/project during last five years duly supported by the Bank Statement, Annual Tax Returns & Audit report (last 5 years each) in accordance with amendments made in SPPRA Regulations Clause # 2.16.7.9(i) vide Notification Dated 10 April 2023. These must be issued by Chartered Accountant firms registered with ICAP (Institute of Chartered Accountants of Pakistan). Statement from any other firms will not be accepted.
- Bio-data of the technical staff permanently employed with evidence and available with the firm/contractor (Attach evidence of proposed staff) (List is mentioned in bidding documents).
- List of Equipment, Machinery, Vehicles, available with the contractor for this job with location (Details of ownership/hired) (List is mentioned in bidding documents).
- Undertaking on Original E-Stamp Paper of Rs. 500/- (Mandatory) containing that:
 - The firm was not involved in any litigation, no work was rescinded in the past (List of cases entered into arbitration/ litigation & list of works where penalty is involved, if any must be attached).
 - The firm was not black listing (Attach all details if any). Not doing so will result in rejection of tender
 - The information/documents submitted are correct and true.

TERMS AND CONDITIONS:

- Name, address, telephone, fax numbers and e-mail address of firm / individual, ownership and organizational structure of the firm, year of establishment.
- Bid Security/Earnest Money should be made from the A/C of the Company/Firm of the participant.
- Bid should be signed along with company's stamp on each page of financial & technical documents.
- Bid received without supporting documents as mentioned/required in eligibility criteria would be declared as non-responsive bid. The procurement agency reserve the right to cross verify any information provided with the bidding documents in order to keep verification or authenticity of provided information.
- In case of a representative must have authority on stamp paper/Company letter head from his firm/company's owner including details of owners along with CNIC.
- In case, if the date of opening or last date of submission is declared as a public holiday by the Government or the undersigned remains out of office/headquarter or non-working day due to any reason, next working day shall be deemed to be the date for last submission and opening of tenders accordingly. The time and venue shall remain the same.
- Only Online Bids will be accepted, no physical Bid will receive.
- The firms providing unsustainable or incorrect information are liable to disqualification and legal action.
- The Bid Security shall be released to the unsuccessful bidders within seven days, once the contract has been signed with the successful bidder or the validity period has expired in accordance with amendments made in Rule-37, after sub-rule (5) of SPP Rules 2010 vide Notification Dated: 4th October, 2024).
- Rate and Amount must be quoted in both words & figures, tenders must be carefully & clearly filled, and each page of bid must be signed & stamped. Incomplete conditional tenders will not be accepted.
- All clauses of Bidding Data eligibility criteria and mandatory criteria mentioned in tender/bidding documents shall have same priority, and non-fulfillment of any clause shall lead to bid rejection/disqualification.
- Detailed Price/Rate Analysis for Non-Schedule Items and Schedule Items if the bid price quoted extra below the Engineer's Estimate shall be enclosed along with the tender documents and will be subject to verification. Any bid containing highly inflated or unworkable rates for items in the Bill of Quantities (BOQ) may be deemed non-conforming and liable to rejection (In accordance with Notification in respect of Clause 11.3.4 vide No. DD(HRF&CB)/SPPRA/25-29/289/Karachi, Dated: 20th October, 2025). Furthermore, the Employer reserves the right to disqualify such Tenderers from future bidding opportunities if they submit unbalanced and/or unworkable rates for major items of work.
- The procuring agency may reject all or any bids/tenders at any time prior to the acceptance of a bid or proposal subject to the relevant provision of SPPRA Rules 2010 (amended time to time).
- All corrections/over writings shall be clearly Re-written with Initials and duly stamped by the Bidder.

NOTE:

- All original documents must be presented for verification upon request by the Procurement Committee.
- Submission of any forged or fake document shall render the tender liable to rejection or cancellation without compensation, and may attract penalties as per applicable rules 3. Canvassing in any form related to the tendering process is strictly prohibited. Proposals submitted by contractors found to be involved in canvassing shall be liable for rejection.

Director Information, KDA

Enclosed a copy with request to publish on KDA website

The Dy. Director (Publication), KDA

With a request to publish in at least three widely circulated leading dailies of English, Urdu and Sindhi languages.

Chairman Procurement Committee

INF-KRY-4526/2025

پڑھندے سہ ماہی، وقت کے سہ ماہی
پڑھندے سہ ماہی، وقت کے سہ ماہی



**KARACHI DEVELOPMENT AUTHORITY
OFFICE OF THE CHAIRMAN PROCUREMENT COMMITTEE
ENGINEERING DEPARTMENT**

No: CPC/ED/KDA/2025/101/L

Dated: 29 -12-2025

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 - ii. The firm was not black listing (Attach all details if any). Not doing so will result in rejection of tender
 - iii. The information / documents submitted are correct and true.
9. Integrity Pact on the Stamp Paper worth Rs.100/-

TERMS AND CONDITIONS:

- i. Name, address, telephone, fax numbers and e-mail address of firm / individual, ownership and organizational structure of the firm, year of establishment.
- ii. Bid Security / Earnest Money should be made from the A/C of the Company / Firm of the participant.
- iii. Bid should be signed along-with company's stamp on each page of financial & technical documents
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2. *PS to Director General, KDA*
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KARACHI DEVELOPMENT AUTHORITY

**SINDH PUBLIC PROCUREMENT REGULATOR AUTHORITY (SPPRA)
BIDDING DOCUMENT**

**NAME OF WORK: REHABILITATION / RECONSTRUCTION
OF ROADS IN SCHEME-41 SURJANI, SCHEME-36
GULISTAN-E-HOHAR, SCHEME-33 GULZAR-E-HIJRI AND
SCHEME-5 CLIFTON KARACHI.
DEVELOPMENT OF SECTOR 5, SURJANI TOWN PACKAGE 3
(ROAD-7).**

**ADP – 2399 FY 2025-26
ESTIMATED COST: RS. 198,467,244**

TENDER ISSUED TO:

PAY ORDER NO.

DATE:

BANK

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

CONTENTS

INVITATION FOR BIDS

Form

INSTRUCTIONS TO BIDDERS

A. General

- IB.1 Scope of Bid
- IB.2 Source of Funds
- IB.3 Eligible Bidders
- IB.4 One Bid Per Bidder
- IB.5 Cost of Bidding
- IB.6 Site Visit

B. Bidding Documents

- IB.7 Contents of Bidding Documents
- IB.8 Clarification of Bidding Documents
- IB.9 Amendment of Bidding Documents

C. Preparation of Bids

- IB.10. Language of Bid
- IB.11 Documents Accompanying the Bid
- IB.12 Bid Prices
- IB.13 Currencies of Bid and Payment
- IB.14 Bid Validity
- IB.15 Bid Security
- IB.16 Alternate Proposals by Bidder
- IB.17 Pre-Bid Meeting
- IB.18 Format and Signing of Bid

D. Submission of Bids

- IB.19 Sealing and Marking of Bids
- IB.20 Deadline for Submission of Bids
- IB.21 Late Bids
- IB.22 Modification, Substitution and Withdrawal of Bids

E. Bid Opening and Evaluation

- IB.23 Bid Opening
- IB.24 Process to be Confidential
- IB.25 Clarification of Bids
- IB.26 Examination of Bids and Determination of Responsiveness
- IB.27 Correction of Errors
- IB.28 Evaluation and Comparison of Bids

F. Award of Contract

- IB.29 Award
- IB.30 Procuring Agency's Right to Accept any Bid and to Reject any or all Bids
- IB.31 Notification of Award
- IB.32 Performance Security
- IB.33 Signing of Contract Agreement
- IB.34 General Performance of the Bidders
- IB.35 Integrity Pact
- IB.36 Instructions Not Part of Contract
- IB.37 Arbitration

BIDDING DATA

FORM OF BID AND APPENDICES TO BID

FORM OF BID

- Appendix-A to Bid : Special Stipulations
- Appendix-B to Bid : Foreign Currency Requirements
- Appendix-C to Bid : Price Adjustment (Under Clause 70)
- Appendix-D to Bid : Bill of Quantities
- Appendix-E to Bid : Proposed Construction Schedule
- Appendix-F to Bid : Method of Performing the Work
- Appendix-G to Bid : List of Major Equipment – Related Items
- Appendix-H to Bid : Construction Camp and Housing Facilities
- Appendix-I to Bid : List of Subcontractors
- Appendix-J to Bid : Estimated Progress Payments
- Appendix-K to Bid : Organization Chart of the Supervisory Staff and Labor
- Appendix-L to Bid : Integrity Pact

FORMS

BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE
INDENTURE BOND FOR SECURED ADVANCE

PART-I: GENERAL CONDITIONS OF CONTRACT

PART-II: SPECIAL CONDITIONS OF CONTRACT

SPECIFICATIONS

DRAWINGS

**INVITATION FOR
BIDS**



**KARACHI DEVELOPMENT AUTHORITY
OFFICE OF THE CHAIRMAN PROCUREMENT COMMITTEE
ENGINEERING DEPARTMENT**

No: CPC/ED/KDA/2025/101/L

Dated: 29 -12-2025

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1. Copy of CNIC of Proprietor / Partners
2. Valid Registration with Pakistan Engineering Council (PEC) in relevant Category and having specialization codes.
3. Bidder shall be an active Tax Payer List (ATL) of Federal Board of Revenue (FBR) and Sindh Revenue Board (SRB) as the case may be, failing to which the bidder shall not be eligible to take part in bid in accordance with amendment made in Rule-46 in sub rule (1) in clause (a) in sub clause (iii) vide Notification Dated: 4th October 2024.
4. Proof of experience and details of similar nature of work(s) executed during the last five years indicating the name of project / scheme / works with cost, date of commencement & completion in accordance with amendments in SPPRA Regulations Clause # 2.16, 7.9(i) vide Notification Dated: 10th April, 2023 (With Satisfactory Completion Certificate duly supported by documentary evidences viz: Work orders / Contract Agreements & Satisfactory Project Completion Certificates by concerned Department), the information about experiences of work(s) executed previously can also be verified from SPPRA web site:
 - a. At least one similar nature of work having minimum cost 80% of the estimated cost of work; OR
 - b. At least two similar nature works each having minimum cost 50% of the estimated cost.
5. Average Annual Financial Turnover not less than equivalent cost of the scheme / project during last five years duly supported by the Bank Statement, Annual Tax Returns & Audit report (last 5 years each) in accordance with amendments made in SPPRA Regulations Clause # 2.16, 7.9(i) vide Notification Dated 10 April 2023. These must be issued by Chartered Accountant firms registered with ICAP (Institute of Chartered Accountants of Pakistan). Statement from any other firms will not be accepted.
6. Bio-data of the technical staff permanently employed with evidence and available with the firm / contractor (Attach evidence of proposed staff) (List is mentioned in bidding documents).

7. List of Equipment, Machinery, Vehicles, available with the contractor for this job with location (Details of ownership / hired) (List is mentioned in bidding documents).
8. Undertaking on Original E-Stamp Paper of Rs. 500/- (Mandatory) containing that:
 - i. The firm was not involved in any litigation, no work was rescinded in the past (List of cases entered into arbitration / litigation & list of works where penalty is involved, if any must be attached).
 - ii. The firm was not black listing (Attach all details if any). Not doing so will result in rejection of tender
 - iii. The information / documents submitted are correct and true.
9. Integrity Pact on the Stamp Paper worth Rs.100/-

TERMS AND CONDITIONS:

- i. Name, address, telephone, fax numbers and e-mail address of firm / individual, ownership and organizational structure of the firm, year of establishment.
- ii. Bid Security / Earnest Money should be made from the A/C of the Company / Firm of the participant.
- iii. Bid should be signed along-with company's stamp on each page of financial & technical documents
- iv. Bid received without supporting documents as mentioned / required in eligibility criteria would be declared as non-responsive bid. The procurement agency reserve the right to cross verify any information provided with the bidding documents in order to keep verification or authenticity of provided information.
- v. In case of a representative must have authority on stamp paper / Company letter head from his firm / company's owner including details of owners along with CNIC
- vi. In case, if the date of opening or last date of submission is declared as a public holiday by the Government or the undersigned remains out of office / headquarter or non-working day due to any reason, next working day shall be deemed to be the date for last submission and opening of tenders accordingly. The time and venue shall remain the same.
- vii. Only Online Bids will be accepted, no physical Bid will received.
- viii. The firms providing unsustainable or incorrect information are liable to disqualification and legal action.
- ix. The Bid Security shall be released to the unsuccessful bidders within seven days, once the contract has been signed with the successful bidder or the validity period has expired in accordance with amendments made in Rule-37, after sub-rule(5) of SPP Rules 2010 vide Notification Dated: 4th October, 2024).
- x. Rate and Amount must be quoted in both words & figures, tenders must be carefully & clearly filled, and each page of bid must be signed & stamped. Incomplete conditional tenders will not be accepted.
- xi. All clauses of Bidding Data eligibility criteria and mandatory criteria mentioned in tender / bidding documents shall have same priority, and nonfulfillment of any clause shall lead to bid rejection / disqualification.

- xii. Detailed Price / Rate Analysis for Non-Schedule Items and Schedule Items if the bid price quoted extra below the Engineer's Estimate shall be enclosed along with the tender documents and will be subject to verification. Any bid containing highly inflated or unworkable rates for items in the Bill of Quantities (BOQ) may be deemed non-conforming and liable to rejection (In accordance with Notification in respect of Clause 11.3.4 vide No.DD(HRF&CB)/SPPRA/25-29/289/Karachi, Dated: 20th October, 2025). Furthermore, the Employer reserves the right to disqualify such Tenderers from future bidding opportunities if they submit unbalanced and/or unworkable rates for major items of work
- xiii. The procuring agency may reject all or any bids/tenders at any time prior to the acceptance of a bid or proposal subject to the relevant provision of SPPRA Rules 2010 (amended time to time).
- xiv. All corrections / over writings shall be clearly Re-written with Initials and duly stamped by the Bidder.

NOTE:

1. *All original documents must be presented for verification upon request by the Procurement Committee.*
2. *Submission of any forged or fake document shall render the tender liable to rejection or cancellation without compensation, and may attract penalties as per applicable rules.*
3. *Canvassing in any form related to the tendering process is strictly prohibited. Proposals submitted by contractors found to be involved in canvassing shall be liable for rejection*


Chairman Procurement Committee
KDA

Director Information, KDA

Enclosed a copy with request to publish on KDA website

The Dy. Director (Publication), KDA

With a request to publish in at least three widely circulated leading dailies of English, Urdu and Sindhi languages.

Copy to:

1. *The Chief Engineer (Dev), Engineering Department, KDA*
2. *PS to Director General, KDA*
3. *Office Record File*

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 Procuring agency as defined in the bidding data hereinafter called “the procuring agency” wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 Procuring agency has received / allocated applied for loan / grant / Federal / Provincial / Local Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project / scheme specified in the bidding data, and it is intended that part of the proceeds of this loan / grant / funds will be applied to eligible payments under the contract for which these bidding documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all eligible bidders who are eligible under provisions of Sindh Public Procurement Rules as mentioned below and the criteria given in the Notice Inviting Tender (NIT) / Bidding Document.

Firms and individuals, national or international, may be allowed to bid for any project where international competitive bidding is feasible. Any conditions for participation shall be limited to those that are essential to ensure the bidder’s capability to fulfill the contract in question.

(a) Bidders may be excluded if;

- (i) As a matter of law or official regulations, commercial relations are prohibited with the bidder’s country by the federal government in case of ICB, or
- (ii) A firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.

- (b) Government-owned enterprises or institutions may participate only if they can establish that they are;
 - (i) legally and financially autonomous, and
 - (ii) Operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate; and

Bidders shall include all those contractors who are registered or incorporated in Pakistan, irrespective of the nationality of their owners and professional staff, or

- (c) Bidders are: -
 - (i) Eligible for particular project/scheme;
 - (ii) registered with Pakistan Engineering Council in particular category and discipline,
 - (iii) registered with relevant tax authorities (income/sales tax, wherever applicable)

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

- (i) The bidders are advised to visit and examine the site of works and its surroundings and obtain 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.

The bidders and any of their personnel or agents will be granted permission by the procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the procuring agency, 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 (SSP RULE 21)

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.

- a. Instructions to Bidders.
- b. Bidding Data.
- c. General Conditions of Contract, Part-I (GCC).
- d. Special Conditions of Contract, Part-II (SCC)
- e. Specifications.
- f. Form of Bid and Appendices to Bid.
- g. Bill of Quantities (Appendix-D to Bid).
- h. Form of Bid Security.
- i. Form of Contract Agreement.
- j. Forms of Performance Security, Mobilization Advance Guarantee, Integrity Pact and Indenture bond for secured advance.
- k. 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 BD will be rejected.

IB.8 Clarification of Bidding Documents (SSP RULE 23(1)):

Any interested bidder requiring any clarification(s) in respect of the bidding documents may notify the procuring agency in writing at the procuring agency's address indicated in the Invitation for Bids/NIT. Procuring agency will respond to any request for clarification provided they are received at least five calendar days prior to the date of opening of bid.

Provided that any clarification in response to query by any bidder; shall be communicated to all parties who have obtained bidding documents.

IB.9 Addendum/Modification of Bidding Documents:

- 9.1 At any time prior to the deadline for submission of bids, the procuring agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested 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 bidders. Interested bidders shall acknowledge receipt of each addendum in writing to the procuring agency.

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

C. PREPARATION OF BIDS IB.10

Language of Bid

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

IB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:
 - (a) submit a written authorization on the letterhead of the bidding firm, authorizing the signatory of the bid to act for and on behalf of the bidder;

 - (b) update the information indicated and listed in the bidding data submitted with the application, and continue to meet the minimum criteria set out in the bidding documents, which as a minimum, would include the following:
 - (i) Evidence of access to financial resources along with average annual construction turnover;
 - (ii) Financial predictions for the current year and the following years, including the effect of known commitments;
 - (iii) Work commitments since Bidding;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.

And

- (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:
- | | |
|-------------------|--|
| Appendix-E to Bid | Proposed Construction Schedule |
| Appendix-F to Bid | Method of Performing the Work |
| Appendix-G to Bid | List of Major Equipment |
| Appendix-K to Bid | Organization Chart for Supervisory Staff |
- and other pertinent information such as mobilization programme etc.

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

- (a) 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;
- (b) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all partners so as to be legally binding on all partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the procuring agency 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 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 (a) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid);
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the procuring agency;
- (f) Submission of an alternative Letter of Intent to execute a Joint Venture Agreement shall be mandatory.

- (g) In case of JV, the consortium shall abide all governing laws of Pakistan and fulfill all registrations requirements of FBR, SRB etc.

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

IB.12 Bid Prices

12.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole of the works as described in IB 1.1 hereof, based on the unit rates or prices submitted by the bidder or percentage quoted above or below on the rates of Composite Schedule of Rates (CSR), as the case may be.

12.2 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 procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities. In case of Composite Schedule of Rates, if the bidder fails to mention the percentage above or below, it shall be deemed to be at par with the rates of Composite Schedule of Rates.

12.3 The bid price submitted by the contractor shall include all rates and prices including the taxes. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 13.7 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 13.7 of GCC. The bidders shall furnish the prescribed information for the price adjustment formula in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause. Adjustment in prices quoted by bidders shall be allowed as per Sub-Para 4(ii) of Section C of Instructions to bidders and bidding data.

IB.13 Currencies of Bid and Payment

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the procuring agency's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the bid price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees

provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in the bid.

- 13 The rates of exchange to be used by the bidder for currency conversion shall be the selling rates published and authorized by the State Bank of Pakistan prevailing on the date, 07 (seven) 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.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the bidding data from the date of opening of bid specified in clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original, the procuring agency may request the bidders to extend the period of validity for a specified additional period, which shall not be for more than one third of the original period of bid validity. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without the forfeiture of the bid security. In case, a bidder agreed to the request, shall not be required or permitted to modify the bid, but will be required to extend the validity of the bid security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of the bid, a bid security in the amount stipulated in the bidding data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The bid security shall be at the option of the bidder, in the form of deposit at call, Pay order in favor of the procuring agency, which should commensurate with the bid validity period.
- 15.3 Any bid not accompanied by an acceptable bid security shall be rejected by the procuring agency as non-responsive.
- 15.4 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 15.5 The bid security of the successful bidder shall be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The bid security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in sub- clause IB 22.1;
 - (b) if the bidder does not accept the correction of his bid price pursuant to sub-

clause IB 27.2 hereof; or

- (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

IB.16 Alternate Proposals/Bids

- 16.1 Each bidder shall submit only one bid either by himself, or as a member of a joint venture, until and unless they have been requested or permitted for alternative bid, then he has to purchase separate bidding documents and alternate bid shall be treated as separate bid.
- 16.2 Alternate proposals are allowed only for procurement of works where technical complexity is involved and more than one designs or technical solutions are being offered. Two stage two envelope bidding procedure will be appropriate when alternate proposal is required.
- 16.3 Alternate bid(s) shall contain (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided that the total sum entered on the Form of Bid shall be that which represents complete compliance with the bidding documents.

IB.17 Pre-Bid Meeting

- 17.1 Procuring agency may, on his own motion or at the request of any bidder, 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, shall be communicated to all bidders. All bidders or their authorized representatives shall be invited to attend such a pre-bid meeting at their own expense.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Procuring agency not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all bidders. 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 procuring agency exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the contract strictly in accordance with the bidding documents.

- 18.2 All appendices to bid are to be properly completed and signed.
- 18.3 Alteration is not to be made neither in the form of bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms without alterations and shall provide an original copy along with photocopies as per the requirement of the procuring agency specified in the bidding data. The original as well as copies of the document shall be clearly marked as "ORIGINAL" and „COPY", as the case may be. If there is any discrepancy between original and copy(ies) then the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person(s) duly authorized to sign on behalf of the bidder pursuant to sub- clause IB 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person(s) signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the procuring agency, or as are necessary to correct errors made by the bidder. Such corrections shall be initialed by the person(s) signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper postal addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.
- 18.8 Bidders should retain a copy of the bidding documents as their file copy.

D. SUBMISSION OF BIDS IB.19

Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and COPIES of the bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and COPIES shall be put in one sealed envelope and addressed as given in sub – clause IB 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
- (a) be addressed to the procuring agency at the address provided in the bidding data;
 - (b) bear the name and identification number of the contract as defined in the bidding data; and

- (c) Provide a warning not to open before the time and date for bid opening, as specified in the bidding data.
- 19.3 In addition to the identification required in sub- clause IB 19.2 hereof, the inner envelope shall indicate the name and postal address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the procuring agency 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 procuring agency at the address specified not later than the time and date stipulated in the bidding data,
- (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 shall be entertained for refund of such expenses,
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package,
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Procuring Agency may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IB 09. In such case, all rights and obligations of the procuring agency and the bidders shall remain the same as mentioned in the original deadline.

IB.21 Late Bids

- (a) Any bid received by the procuring agency after the deadline for submission of bids prescribed in to clause IB 20 shall be returned unopened to such bidder.
- (b) Delays in the mail, 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 submit the bid in time.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the procuring agency 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 to sub - clauses IB 22.1 and IB 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadlines 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

- 231 Procuring agency 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 or their representatives who are in attendance shall sign an attendance sheet.
- 232 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.
- 233 Procuring agency shall read aloud the name of the bidder, total bid price and price of any Alternate Proposal(s), if any, discounts, bid modifications, substitution and withdrawals, the presence or absence of bid security, and such other details as the procuring agency may consider appropriate, and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened.
- 234 Procuring Agency 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. (SPP Rule 53)

- 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 in accordance with the requirements of Rule 45, which states that Procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report

shall be hoisted on website of authority and that of procuring agency if it website exists and intimated to all bidders at least seven (7) days prior to the award of contract The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the procuring agency'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 as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bid (SPP Rule 43)

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the procuring agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub- clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single one envelope, single stage-two envelopes, two stage or two stage-two envelopes bidding procedures, depending on the selection procedure adopted by the procuring agency.
- 26.3 A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule,

major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

(A) Major (material) Deviations include: -

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one:
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) Adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations: -

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

265 If a bid is not substantially responsive, it will be rejected by the procuring agency, and may not subsequently be made responsive by correction or withdrawal of the non- conforming deviation or reservation

IB.27 Correction of Errors before Financial Evaluation

27.1 Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

27.2 The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with sub- clause IB 15.6(b) hereof.

IB.28 Financial Evaluation and Comparison of Bids

28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.

28.2 In evaluating the Bids, the procuring agency 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 (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.

28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

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

28.5 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPP Rule2(q);

- (i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful

- gain;
- (iv) **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (v) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

28.6 Evaluation Report (SPP Rule 45)

After the completion of evaluation process, as described in clauses IB 27 and IB 28, the procuring agency shall announce the results of bid evaluation in the form of report (available on the website of the authority) giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the authority and that of procuring agencies if its website exists and intimated to all bidders at least seven (7) days prior to the award of contract.

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

- 29.1 Subject to clauses IB 30 and IB 34 and provision of the rule: The procuring agency shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents, and who has offered the lowest evaluated bid, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB 03 and qualify pursuant to sub-clause IB 29.2.

292 Procuring agency, at any stage of the bid evaluation, having credible reasons for or having *prima facie* evidence of any deficiency(ies) in contractor’s capacities, may require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

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

IB.30 Procuring Agency’s Right to reject all Bids or Annul/Cancellation the Bidding Process (SPP Rule 25)

Notwithstanding clause IB 29 and provision of the rule: (1) A procuring agency reserves may cancel the bidding process at any time prior to the acceptance of a bid or proposal; (2) The procuring agency shall incur no liability towards bidders solely by virtue of its invoking sub –rule (1); (3) Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; (4) The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for cancellation of the bidding process, but is not required to justify such grounds.

IB.31. Notification/Publication of the Award of Contract (SPP Rule 25).

311 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing (“Letter of Acceptance”) that his bid has been accepted. This letter shall mention the sum which the procuring agency will pay to 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”).

312 No negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.

313 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the procuring agency and the bidder till signing of the formal Contract Agreement.

314 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.

315 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirement.

316 Debriefing (SPP Rule 51).

- (a) A bidder may ask the procuring agency for reasons for non-acceptance of his bid and may request for a debriefing meeting and procuring agency shall give him the reasons for such non acceptance, either in writing or by holding a debriefing meeting with such a bidder.
- (b) The requesting bidder shall bear all the costs of attending such a debriefing.

IB.32 Performance Security (SPP Rule 39)

- 32.1 The successful bidder shall furnish to the procuring agency a Performance Security in the form of bank guarantee, and the amount stipulated in the bidding data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-clause IB.32.1 or clauses IB 33 or IB 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 32.3 Validity of performance security shall extend 06 Months says beyond the date of completion of contract or at the completion of defect liability period, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

IB.33 Signing of Contract Agreement (SPP Rule 39)

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the procuring agency will send the successful bidder the Contract Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the procuring agency and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the procuring agency.
- 33.3 A procurement contract shall come into force when the procuring agency requires signs contract, the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract. Such affixing of signatures shall take place within the time prescribed in the bidding documents.

Provided that the procuring agency may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

IB.34 General Performance of the Bidders

Procuring agency may in case of consistent poor performance of the contractor and his failure to remedy the underperforming contract may take such action as may be deemed appropriate under the circumstances of the case including the rescinding

the contract and/or black listing of such contractor and debarring him from participation in future bidding process.

IB.35 Integrity Pact (SPP Rule 89)

The bidder shall sign and stamp the Integrity Pact provided at Appendix-L to the bidding documents for all Provincial/Local Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

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

IB.37 Arbitration (SPP Rule 34)

Any dispute that is not amicably resolved shall be finally settled, unless otherwise specified in the Contract, under the Arbitration Act 1940 updated from time to time and would be held anywhere in the Province of Sindh at the discretion of procuring agency.

BIDDING DATA

NOTES ON BIDDING DATA

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

The procuring agency should provide in the bidding data information and requirements specific to the circumstances of the procuring agency, 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:

- (1) Information that specifies and complements the provisions of section; Instruction to Bidders must be incorporated.
- (2) 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.

Contact/Bidding Data

- 1.1 Name and address of the procuring agency:
EXECUTIVE ENGINEER, ENGINEERING DEPARTMENT, KARACHI DEVELOPMENT AUTHORITY (K.D.A).
- 1.2 Name of the Project and Summary of the works:
REHABILITATION / RECONSTRUCTION OF ROADS IN SCHEME-41 SURJANI, SCHEME-36 GULISTAN-E-HOHAR, SCHEME-33 GULZAR-E-HIJRI AND SCHEME-5 CLIFTON KARACHI. DEVELOPMENT OF SECTOR 5, SURJANI TOWN PACKAGE 3 (ROAD-7).
- 2.1 Name of the Borrower/Source of Financing/Funding Agency/Funding Source.
GOVERNMENT OF SINDH
- 2.1 Amount and Type of Financing/Scheme Cost and Allocated Funds.
GOVERNMENT OF SINDH
- 8.1 Time limit for clarification:
Prior to 5 working days before submission of bid
- 10.1 Bid language:
All correspondence will only be done in English language
- 11.1 Information to be updated (Furnish Company Profile in single stage One envelope):

Mandatory Provisions / Eligibility:

Firms/Contractors must possess

- I. Copy of CNIC of Proprietor / Partners
- II. Bid Security / Earnest Money should be made from the A/C of the Company / Firm of the participant.
- III. Bid should be signed along-with company's stamp on each page of financial & technical documents.
- IV. Valid Registration with Pakistan Engineering Council (PEC) in relevant Category C-4 or above and having specialization codes (CE-01, CE-09, CE-10).
- V. Bidder shall be an active Tax Payer List (ATL) of Federal Board of Revenue (FBR) and Sindh Revenue Board (SRB) as the case may be, failing to which the bidder shall not be eligible to take part in bid in accordance with amendment made in Rule-46 in sub rule (1) in clause (a) in sub clause (iii) vide Notification Dated: 4th October 2024.
- VI. Proof of experience and details of similar nature of work(s) executed during the last five years indicating the name of project / scheme / works with cost, date of commencement & completion in accordance with amendments in SPPRA Regulations Clause # 2.16, 7.9 (i) vide Notification Dated: 10th April, 2023 (With Satisfactory Completion Certificate duly supported by documentary evidences viz: Work orders /

Contract Agreements & Satisfactory Project Completion Certificates by concerned Department), the information about experiences of work(s) executed previously can also be verified from SPPRA web site:

- a. At least one similar nature of work having minimum cost 80% of the estimated cost of work; OR
 - b. At least two similar nature works each having minimum cost 50% of the estimated cost.
- VII. Average Annual Financial Turn-over not less than equivalent cost of the scheme / project during last five years duly supported by the Bank Statement, Annual Tax Returns & Audit report (last 5 years each) in accordance with amendments made in SPPRA Regulations Clause # 2.16, 7.9(i) vide Notification Dated: 10th April, 2023. These must be issued by Chartered Accountant firms registered with ICAP (Institute of Chartered Accountants of Pakistan). Statement from any other firms will not be accepted.
- VIII. Bio-data of the technical staff permanently employed with evidence and available with the firm / contractor (Attach evidence of proposed staff, PEC Biometric verification for Engineers with firm) (List is mentioned as ANEX A).
- IX. List of Equipment, Machinery, Vehicles, available with the contractor for this job with location (Details of ownership / hired) (List is mentioned as ANEX B).
- X. Undertaking on Original E-Stamp Paper (NON-JUDICIAL) of Rs. 500/- (Mandatory) containing that:
- i. The firm was not involved in any litigation, no work was rescinded in the past (List of cases entered into arbitration / litigation & list of works where penalty is involved, if any must be attached).
 - ii. The firm was not black listing (Attach all details if any). Not doing so will result in rejection of tender
 - iii. The information / documents submitted are correct and true.
- XI. Terms and conditions given in NIT must be followed.
- XII. Detailed evaluation along with marking criteria is attached as **ANNEX. A**, all forms attached with Annex A must be completed accurately using the prescribed format. Failure to submit complete forms or required attachments will result in no marks being awarded for those criteria.
- 11.2 In case of JV, it is mandatory for consortium to open JV account and register JV NTN in which consortium receive payments on behalf of the joint venture (in case of a successful bid).
- 13.1 **Bidders to quote entirely in Pak. Rupees.**
- 14.1 Period of Bid Validity:
Bids are valid for 90 days from the date of opening of bids
- 15.1 Amount of Bid Security:
AS PER NIT (Bid Security / Earnest Money should be made from the A/C of the Company / Firm of the participant.)

- 17.1 Venue, time, and date of the pre-Bid meeting:
AS PER NIT
- 18.4 Number of copies of the bid to be completed and returned:
AS PER NIT
- 19.2 Procuring Agency's address for the purpose of bid submission:
AS PER NIT
- 20.1 Deadline for submission of bids:
As per NIT
- (b) Venue, time, and date of bid opening:
As per NIT
- 32.1 Standard form and amount of Performance Security acceptable to the procuring agency:
5% of the bid amount in the shape of Bank guarantee from scheduled bank of Pakistan valid for the Construction and defect liability period in favor of KDA. (performance security will be release after completion of defect liability period).
- 32.3 Stamp duty
As per prevailing rules

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID

Bid Reference No. _____
 (Name of Contract/Work)

To:

1. Having examined the bidding documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named work, we/I, the undersigned, offer to execute and complete the work and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.

2. We/I understand that all the Appendices attached hereto form part of this bid.

3. As security for due performance of the undertakings and obligations of this bid, we/I submit herewith a bid security in the amount of Rupees _____ (Rs. _____) drawn in your favor or made payable to procuring agency and valid for a period of _____ days beginning from the date, bid is opened.

4. We/I undertake, if our bid is accepted, to commence the works and to complete the whole of the works comprised in the contract within the time stated in Appendix-A to Bid.
5. We/I agree to abide by this bid for the period of _____ days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.

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

9. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.

10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution the joint venture shall not be altered without the prior consent of the procuring agency.

(Please delete this in case of Bid form a single bidder)

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

Dated this _____ day of _____ 20 _____

Signature: _____

 (Name of Bidder in Block Capitals)
 (Seal)

Address: _____

Witness:

Signature: _____
 Name: _____

Address: _____

 Occupation: _____

SPECIAL STIPULATIONS**Clause****Conditions of Contract**

1.	Engineer representing Consulting Firm hired by the procuring agency to issue variation in case of emergency.	3.1	Up to 2% of the contract price stated in the Letter of Acceptance.
2.	Amount of Performance Security	4.2	5% (Up to 10% of contract price). Total amount including performance security and retention money deducted from bills should not exceed 10% of contract price stated in the Letter of Acceptance. Performance Money will be paid back after completion of defect liability period.
3.	Time for Furnishing Programme.	8.3	Within 15 days from the date of Receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	18.3	Rs. 150,000 per occurrence with Number of occurrences unlimited.
5.	Time for Commencement	8.1	Within 14 days from the date of receipt of Engineer's Notice to Commence, this shall be issued within ten (10) days after signing of Contract Agreement.
6.	Time for Completion (works & sections)	8.2 & 10.2	12 Months from the date of receipt of Engineer's Notice to Commence.
7.	Amount of Liquidity Damages / Delay Damages / Penalties	8.7	0.01% Damages per day but total amount will not be more than 10% of contract Price.
8.	Defects Liability Period	11.1	04 Months from the effective Date of Taking Over Certificate.
9.	Percentage of Retention Money	14.2	5 % of the amount of Interim/Running Payment Certificate.
10.	Limit of Retention Money	14.2	10% of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim / Running Payment Certificates	14.2	Min. 10% of Contract Amount.
12.	Time of Payment from delivery of Engineer's Interim/Running Payment Certificate to the procuring agency.	14.7	40 working days, 20 working days for consultant and 20 working days for client.
13.	Mobilization Advance.	14.2	10% of Contract Price stated in the Letter of Acceptance.

FOREIGN CURRENCY REQUIREMENTS

1. The bidder may indicate herein below his requirements of foreign currency (if any), with reference to various inputs to the works.
2. Foreign Currency Requirement as percentage of the bid price excluding Provisional Sums _____%.
3. Table of Exchange Rates

Unit of Currency	Equivalent in Pak. Rupees
DELETED / NOT USED	
Australian Dollar	-----
Euro	-----
Japanese Yen	-----
U.K. Pound	-----
U.S. Dollars	-----
-----	-----
-----	-----

**PRICE ADJUSTMENT UNDER CLAUSE 70/13.8 OF
CONDITIONS OF CONTRACT**

A. Weight ages or coefficients are used for price adjustment.

The source of indices and the weight ages or coefficients for use in the adjustment formula under Clause 13.8 shall be as follows:

Cost Element	Description	Weight ages	Applicable index
1	2	DELETED /	4
(i)	Fixed Portion		
(ii)	Local Labor	NOT USED	Government of Pakistan (G o P) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags		“ “ “
(iv)	Reinforcing Steel		“ “ “
(v)	High Speed Diesel (HSD)		“ “ “
(vi)	Electric Cables		“ “ “
(vii)	Bitumen		“ “ “
	Total		

Notes:

- 1) Indices for “(ii)” to “(vii)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

B When Escalation is allowed on the materials only.
 Price adjustment on following items shall be allowed:

Cost Element	Description	Base price	Applicable index
1	2	3	4
(i)	Cement – in bag	DELETED / NOT USED	Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin. “ “
(ii)	Reinforcing Steel		“ “ “
(iii)	Bricks		“ “ “
(iv)	Bitumen		“ “ “
(v)	Wood (Composite item)		“ “ “
	Total five items.		

|

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. 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 by the Constructor and verified by the Engineer and valued the rated and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract include all costs of constructor's plant, labor, 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 constructor under the contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total bid price submitted by the bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the constructor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant section of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-clause 58.2 of Part I, General Conditions of Contract.
8. No carriage/cartage of any material arranged by the contractor himself /themselves will be paid in any shape. Cartage and carriage will be covered in quoted rates by the bidder.
9. Only palatable water of approved quality will be used and Contractors shall have to make their own arrangement of palatable water for use in work at his / their own cost.
10. Concrete shall be mixed with mechanically operated Concrete Mixer with due concentration to aggregate and water ratio.

11. All material shall confirm the standard specifications.
12. No any premium shall be allowed on offered rates.
13. All the debris and surplus stuff shall be removed from the site / disposed of by the contractor for which no any extra cost of cartage etc. shall be paid.
14. All RCC / PCC cast in Situ shall be mechanically vibrated by the contractor for which no any extra cost will be paid.
15. The Contractor shall comply with the attached Technical Specifications and the NHA/CSR GOS Specifications, which form part of the Employer's Requirements. The Contractor shall provide all Facilities for the Engineer, including but not limited to the site office, transport, and associated services, in accordance with the said Specifications. All costs related to these facilities shall be deemed to be included in the Contractor's Quoted Amount, and no separate payment shall be made.
16. No working space will be paid for beyond a maximum of 1 ft. on both sides of any component. All working spaces required for any work shall be deemed to be included in the bidder's quoted rates.
17. All materials / mixes used in structure shall be tested from recognized laboratory and test report shall be submitted without any delay for which no any extra cost etc. shall be paid.
18. Electricity and other utilities needed in the project shall be the responsibility of contractor for which no any extra cost etc. shall be paid.
19. Camp office / stock / go-down etc. as mentioned in Technical specification constructed at site shall be the responsibility of contractor for which no any extra cost etc. shall be paid.
20. All workers within the execution area should wear protection helmets and full boots and ensure all security measures for lives of labors / inhabitants shall be the responsibility of contractor for which no any extra cost etc. shall be paid.
21. Deployment of Engineers, Supervisor, and Foreman etc. as mentioned in technical specification shall be the responsibility of contractor for which no any extra cost etc. shall be paid.
22. Contractor must visit and satisfy himself with the site condition and BOQ items and any addition item if he consider essential shall be submitted in queries for clarification.
23. Inspection request shall be submitted before 24 hrs. Of execution of any new trade.
24. Pour slip to be submitted for approval of all works well before its execution.
25. All required testing as per Engineering practices and as per instruction of Engineer in charge shall be carried out for verification of quality of work for which no any extra payment shall be paid.

Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the works shall be completed on or before the date stated in Appendix-A to Bid. The bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the works and parts of the works may meet procuring agency'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):

<u>Description</u>	<u>Time for Completion</u>
1) Whole works	_____ days
2) Part-A	_____ days
3) Part-B	_____ days
4) _____	_____ days
5) _____	_____ days

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.

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT (SAMPLE)

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						

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 6 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.).

Appendix-I to Bid

LIST OF SUBCONTRACTORS

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

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

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

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS (SAMPLE)

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 Pakistani Rupees:

Quarter/ Year/ Period	Amounts (in thousands)
1	2
1st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
5 th Quarter	
6 th Quarter	
7 th Quarter	
8 th Quarter	
9 th Quarter	
Bid Price	

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

(To be filled in by the bidder)

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS.
(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of 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, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] 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 PA.

.....
[Procuring Agency]

[Contractor]

FORMS

**BID SECURITY PERFORMANCE
SECURITY CONTRACT
AGREEMENT
MOBILIZATION ADVANCE GUARANTEE INDENTURE
BOND FOR SECURED ADVANCE**

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

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

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

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

WHEREAS, the Procuring Agency has required as a condition for considering said bid that the **bidder** furnishes a bid security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the procuring agency, conditioned as under:

- (1) that the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) that the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency 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 therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency in accordance with his bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency 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 procuring agency, the said sum upon first written demand of the procuring agency (without cavil or argument) and without requiring

the procuring agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor

(Seal) 2. _____

Name, Title & Address

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

Name of Guarantor (Bank) with address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto

the _____ (hereinafter called the procuring agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said procuring agency, 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 procuring agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the procuring agency, 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 defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without

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

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the procuring agency 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) 20____ between _____ (hereafter called the "Procuring Agency") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works, viz _____ should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW this Agreement witnesseth-- as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Special Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The priced Bill of Quantities (Appendix-D to Bid);
 - (h) The completed Appendices to Bid (B, C, E to L);
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) _____ (any other)
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency 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 Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Procuring Agency') has entered into a Contract for _____

(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

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

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

AND WHEREAS, _____ (Scheduled Bank in Pakistan)

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the **procuring agency** agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

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

(Date)

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

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against

payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

GUARANTOR

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

WITNESS

- 1. _____
Corporate Secretary (Seal)

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

INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the day of
..... 20..... BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-

(Here enter (the description of the works).¹

AND WHEREAS the contractor has applied to the
.....for an advance to him of Rupees
(Rs.) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.

.....) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (B). the said works signed by the contractor
Fin R.Form.17.A

On and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....
(Rs.) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare as follow :-

- (1) That the said sum of Rupees RS.) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by (he Government as security for the said amount are

absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the

Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) The said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractor's Bill for such payment by deducting therefrom the value of the said materials (then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at the rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees.....) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that not,

withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly. Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best; -

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

Singed, sealed and delivered by*
In the presence of

SEAL

1st witness
2nd witness

Signed, sealed and delivered
by* In the presence of

SEAL

1st witness
2nd witness

General Conditions

CONTENTS

Definitions listed alphabetically GENERAL

PROVISIONS

- 1.1 Definitions
- 1.2 Interpretation
- 1.3 Communications
- 1.4 Law and Language
- 1.5 Priority of Documents
- 1.6 Contract Agreement
- 1.7 Assignment
- 1.8 Care and Supply of Documents
- 1.9 Delayed Drawings or Instructions
- 1.10 Employer's Use of Contractor's Documents
- 1.11 Contractor's Use of Employer's Documents
- 1.12 Confidential Details
- 1.13 Compliance with Laws
- 1.14 Joint and Several Liability
- 1.15 Inspections and Audit by the Bank

2 THE EMPLOYER

- 2.1 Right of Access to the Site
- 2.2 Permits, Licences or Approvals
- 2.3 Employer's Personnel
- 2.4 Employer's Financial Arrangements
- 2.5 Employer's Claims

3 THE ENGINEER

- 3.1 Engineer's Duties and Authority
- 3.2 Delegation by the Engineer
- 3.3 Instructions of the Engineer
- 3.4 Replacement of the Engineer
- 3.5 Determinations

4 THE CONTRACTOR

- 4.1 Contractor's General Obligations
- 4.2 Performance Security
- 4.3 Contractor's Representative
- 4.4 Subcontractors
- 4.5 Assignment of Benefit of Subcontract
- 4.6 Co-operation
- 4.7 Setting Out
- 4.8 Safety Procedures
- 4.9 Quality Assurance
- 4.10 Site Data

- 4.11 Sufficiency of the Accepted Contract Amount
- 4.12 Unforeseeable Physical Conditions
- 4.13 Rights of Way and Facilities
- 4.14 Avoidance of Interference
- 4.15 Access Route
- 4.16 Transport of Goods
- 4.17 Contractor's Equipment
- 4.18 Protection of the Environment
- 4.19 Electricity, Water and Gas
- 4.20 Employer's Equipment and Free-Issue Materials
- 4.21 Progress Reports
- 4.22 Security of the Site
- 4.23 Contractor's Operations on Site
- 4.24 Fossils

5 NOMINATED SUBCONTRACTORS

- 5.1 Definition of "nominated Subcontractor"
- 5.2 Objection to Nomination
- 5.3 Payments to nominated Subcontractors
- 5.4 Evidence of Payments

6 STAFF AND LABOUR

- 6.1 Engagement of Staff and Labour
- 6.2 Rates of Wages and Conditions of Labour
- 6.3 Persons in the Service of Employer
- 6.4 Labour Laws
- 6.5 Working Hours
- 6.6 Facilities for Staff and Labour
- 6.7 Health and Safety
- 6.8 Contractor's Superintendence
- 6.9 Contractor's Personnel
- 6.10 Records of Contractor's Personnel and Equipment
- 6.11 Disorderly Conduct
- 6.12 Foreign Personnel
- 6.13 Supply of Foodstuffs
- 6.14 Supply of Water
- 6.15 Measures against Insect and Pest Nuisance
- 6.16 Alcoholic Liquor or Drugs
- 6.17 Arms and Ammunition
- 6.18 Festival and Religious Customs
- 6.19 Funeral Arrangements
- 6.20 Prohibition of Forced or Compulsory Labour
- 6.21 Prohibition of Harmful Child Labour
- 6.22 Employment Records of Workers

7 PLANT, MATERIALS AND WORKMANSHIP

- 7.1 Manner of Execution
- 7.2 Samples
- 7.3 Inspection
- 7.4 Testing
- 7.5 Rejection
- 7.6 Remedial Work

- 7.7 Ownership of Plant and Materials
- 7.8 Royalties

8 COMMENCEMENT, DELAYS AND SUSPENSION.

- 8.1 Commencement of Works
- 8.2 Time for Completion
- 8.3 Programme
- 8.4 Extension of Time for Completion
- 8.5 Delays Caused by Authorities
- 8.6 Rate of Progress
- 8.7 Delay Damages
- 8.8 Suspension of Work
- 8.9 Consequences of Suspension
- 8.10 Payment for Plant and Materials in Event of Suspension
- 8.11 Prolonged Suspension
- 8.12 Resumption of Work

TESTS ON COMPLETION

- 9.1 Contractor's Obligations
- 9.2 Delayed Tests
- 9.3 Retesting
- 9.4 Failure to Pass Tests on Completion

10 EMPLOYER'S TAKING OVER

- 10.1 Taking Over of the Works and Sections
- 10.2 Taking Over of Parts of the Works
- 10.3 Interference with Tests on Completion
- 10.4 Surfaces Requiring Reinstatement

11 DEFECTS LIABILITY

- 11.1 Completion of Outstanding Work and Remedying Defects
- 11.2 Cost of Remedying Defects
- 11.3 Extension of Defects Notification Period
- 11.4 Failure to Remedy Defects
- 11.5 Removal of Defective Work
- 11.6 Further Tests
- 11.7 Right of Access
- 11.8 Contractor to Search
- 11.9 Performance Certificate
- 11.10 Unfulfilled Obligations
- 11.11 Clearance of Site

12 MEASUREMENT AND EVALUATION

- 12.1 Works to be Measured
- 12.2 Method of Measurement
- 12.3 Evaluation
- 12.4 Omissions

13 VARIATIONS AND ADJUSTMENTS

- 13.1 Right to Vary

- 13.2 Value Engineering
- 13.3 Variation Procedure
- 13.4 Payment in Applicable Currencies
- 13.5 Provisional Sums
- 13.6 Daywork
- 13.7 Adjustments for Changes in Legislation
- 13.8 Adjustments for Changes in Cost

- 14 CONTRACT PRICE AND PAYMENT
 - 14.1 The Contract Price
 - 14.2 Advance Payment
 - 14.3 Application for Interim Payment Certificates
 - 14.4 Schedule of Payments
 - 14.5 Plant and Materials intended for the Works
 - 14.6 Issue of Interim Payment Certificates
 - 14.7 Payment
 - 14.8 Delayed Payment
 - 14.9 Payment of Retention Money
 - 14.10 Statement at Completion
 - 14.11 Application for Final Payment Certificate
 - 14.12 Discharge
 - 14.13 Issue of Final Payment Certificate
 - 14.14 Cessation of Employer's Liability
 - 14.15 Currencies of Payment

- 15 TERMINATION BY EMPLOYER
 - 15.1 Notice to Correct
 - 15.2 Termination by Employer
 - 15.3 Valuation at Date of Termination
 - 15.4 Payment after Termination
 - 15.5 Employer's Entitlement to Termination for Convenience
 - 15.6 Corrupt or Fraudulent Practices

- 16 SUSPENSION AND TERMINATION BY CONTRACTOR
 - 16.1 Contractor's Entitlement to Suspend Work
 - 16.2 Termination by Contractor
 - 16.3 Cessation of Work and Removal of Contractor's Equipment
 - 16.4 Payment on Termination

- 17 RISK AND RESPONSIBILITY
 - 17.1 Indemnities
 - 17.2 Contractor's Care of the Works
 - 17.3 Employer's Risks
 - 17.4 Consequences of Employer's Risks
 - 17.5 Intellectual and Industrial Property Rights
 - 17.6 Limitation of Liability
 - 17.7 Use of Employer's Accommodation/Facilities

- 18 INSURANCE
 - 18.1 General Requirements for Insurances

- 18.2 Insurance for Works and Contractor's Equipment
- 18.3 Insurance against Injury to Persons and Damage to Property
- 18.4 Insurance for Contractor's Personnel

19 FORCE MAJEURE

- 19.1 Definition of Force Majeure
- 19.2 Notice of Force Majeure
- 19.3 Duty to Minimise Delay
- 19.4 Consequences of Force Majeure
- 19.5 Force Majeure Affecting Subcontractor
- 19.6 Optional Termination, Payment and Release
- 19.7 Release from Performance

20 CLAIMS, DISPUTES AND ARBITRATION

- 20.1 Contractor's Claims
- 20.2 Appointment of the Dispute Board
- 20.3 Failure to Agree on the Composition of the Dispute Board
- 20.4 Obtaining Dispute Board's Decision
- 20.5 Amicable Settlement
- 20.6 Arbitration
- 20.7 Failure to Comply with Dispute Board's Decision
- 20.8 Expiry of Dispute Board's Appointment

APPENDIX: DISPUTE BOARD

General Conditions of Dispute Board Agreement
Annex: Procedural Rules

INDEX OF SUB-CLAUSES

77

Definitions listed alphabetically

1.1.4.1	Accepted Contract Amount	1.1.4.7	Interim Payment Certificate
1.1.2.11	Bank	1.1.6.5	Laws
1.1.3.1	Base Date	1.1.1.3	Letter of Acceptance
1.1.1.9	Bill of Quantities	1.1.1.4	Letter of Tender
1.1.2.12	Borrower	1.1.4.8	Local Currency
1.1.3.2	Commencement Date	1.1.5.3	Materials
1.1.1.1	Contract	1.1.2.1	Party
1.1.1.2	Contract Agreement	1.1.4.9	Payment Certificate
1.1.1.10	Contract Data	1.1.3.8	Performance Certificate
1.1.4.2	Contract Price	1.1.6.6	Performance Security
1.1.2.3	Contractor	1.1.5.4	Permanent Works
1.1.6.1	Contractor's Documents	1.1.5.5	Plant
1.1.5.1	Contractor's Equipment	1.1.4.10	Provisional Sum
1.1.2.7	Contractor's Personnel	1.1.4.11	Retention Money
1.1.2.5	Contractor's Representative	1.1.1.7	Schedules
1.1.4.3	Cost	1.1.1.9	Schedule, Payment Currencies
1.1.6.2	Country	1.1.5.6	Section
1.1.2.9	DB	1.1.6.7	Site
1.1.3.9	day	1.1.1.5	Specification
1.1.1.9	Daywork Schedule	1.1.4.12	Statement
1.1.3.7	Defects Notification Period	1.1.2.8	Subcontractor
1.1.1.6	Drawings	1.1.3.5	Taking-Over Certificate
1.1.2.2	Employer	1.1.5.7	Temporary Works
1.1.6.3	Employer's Equipment	1.1.1.8	Tender
1.1.2.6	Employer's Personnel	1.1.3.6	Tests after Completion
1.1.2.4	Engineer	1.1.3.4	Tests on Completion
1.1.2.10	FIDIC	1.1.3.3	Time for Completion
1.1.4.4	Final Payment Certificate	1.1.6.8	Unforeseeable
1.1.4.5	Final Statement	1.1.6.9	Variation
1.1.6.4	Force Majeure	1.1.5.8	Works
1.1.4.6	Foreign Currency	1.1.3.9	year
1.1.5.2	Goods		

General Conditions

General Provisions

1.1

Definitions

In the Conditions of Contract (“these Conditions”), which include Particular Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1

The Contract

1.1.1.1 “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

1.1.1.2 “Contract Agreement” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].

1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

1.1.1.4 “Letter of Tender” means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works.

1.1.1.5 “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

1.1.1.6 “Drawings” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.

1.1.1.7 “Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

1.1.1.8 “Tender” means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.

1.1.1.9 “Bill of Quantities”, “Day work Schedule” and “Schedule of Payment Currencies” mean the documents so named (if any) which are comprised in the Schedules.

1.1.1.10 “Contract Data” means the pages completed by the Employer entitled contract data which constitute Part A of the Particular Conditions.

1.1.2

Parties and Persons

1.1.2.1 “Party” means the Employer or the Contractor, as the context requires.

1.1.2.2 “Employer” means the person named as employer in the Contract Data and the legal successors in title to this person.

1.1.2.3 “Contractor” means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).

1.1.2.4 “Engineer” means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer].

1.1.2.5 “Contractor’s Representative” means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor’s Representative], who acts on behalf of the Contractor.

1.1.2.6 “Employer’s Personnel” means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labor and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer’s Personnel.

1.1.2.7 “Contractor’s Personnel” means the Contractor’s Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labor and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

1.1.2.8 “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.

1.1.2.9 “DB” means the person or three persons appointed under Sub-Clause 20.2 [Appointment of the Dispute Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Board].

1.1.2.10 “FIDIC” means the Federation International des Ingénieurs-Conseils, the international federation of consulting engineers.

1.1.2.11 “Bank” means the financing institution (if any) named in the Contract Data.

1.1.2.12 “Borrower” means the person (if any) named as the borrower in the Contract Data.

1.1.3

Dates, Tests, Periods and Completion

1.1.3.1 “Base Date” means the date 28 days prior to the latest date for submission and completion of the Tender.

1.1.3.2 “Commencement Date” means the date notified under Sub-Clause 8.1 [Commencement of Works].

1.1.3.3 “Time for Completion” means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract

Data (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.

1.1.3.4 “Tests on Completion” means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.

1.1.3.5 “Taking-Over Certificate” means a certificate issued under Clause 10 [Employer’s Taking Over].

1.1.3.6 “Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer.

1.1.3.7 “Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over twelve months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].

1.1.3.8 “Performance Certificate” means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

1.1.3.9 “Day” means a calendar day and “year” means 365 days.

1.1.4

Money and Payments

1.1.4.1 “Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

1.1.4.2 “Contract Price” means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.

1.1.4.3 “Cost” means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

1.1.4.4 “Final Payment Certificate” means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

1.1.4.5 “Final Statement” means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

1.1.4.6 “Foreign Currency” means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.

1.1.4.7 “Interim Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

1.1.4.8 “Local Currency” means the currency of the Country.

1.1.4.9 “Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment].

1.1.4.10 "Provisional Sum" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

1.1.4.11 "Retention Money" means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause

1.1.4.12 "Statement" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

1.1.5

Works and Goods

1.1.5.1 "Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the Remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

1.1.5.2 "Goods" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

1.1.5.3 "Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

1.1.5.4 "Permanent Works" means the permanent works to be executed by the Contractor under the Contract.

1.1.5.5 "Plant" means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.

1.1.5.6 "Section" means a part of the Works specified in the Contract Data as a Section (if any).

1.1.5.7 "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

1.1.5.8 "Works" mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.1.6

Other Definitions

1.1.6.1 "Contractor's Documents" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

1.1.6.2 "Country" means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.

1.1.6.3 "Employer's Equipment" means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.

1.1.6.4 "Force Majeure" is defined in Clause 19 [Force Majeure].

1.1.6.5 "Laws" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

1.1.6.6 "Performance Security" means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

1.1.6.7 "Site" means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site..

1.1.6.8 "Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date.

1.1.6.9 "Variation" means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

1.2

Interpretation

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be record in writing;
- (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
- (e) the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and the words "tender documents" with "bidding documents".

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Contract Data.

1.3

Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However:
 - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

1.4

Law and Language

The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

The ruling language of the Contract shall be that stated in the Contract Data.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

1.5

Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Tender,
- (d) the Particular Conditions - Part A,
- (e) the Particular Conditions - Part B,
- (f) these General Conditions,
- (g) the Specification,
- (h) the Drawings, and
- (i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

TABLE OF CONTENTS

PART II - SPECIAL/PARTICULAR CONDITIONS OF CONTRACT

Clause	Title
1.1	Definitions
3.1	Engineer's Duties and Authority
4.3	contractor's Representative
6.10	Records of contractor's Personnel and equipment
7.9	Use of Pakistani Materials and Services
8.1	Commencement of Works
8.11	Prolonged Suspension
8.3	Programme
13.1	Right to vary
13.3	Variation procedure
13.8	Adjustment for changes in cost
14.1	Contract Price
14.2	Advance Payment
14.5	Plants and Materials intended for Works
14.9	Release of Retention money
15.2	Termination by Employer/Procuring Agency
15.6	Corrupt and fraudulent Practices (Integrity Pact).
16.4	Payment on Termination
17.3	Employer's/Procuring Agency's Risks
18.1	General Requirements for Insurance
19.6	Optional Termination, Payment and release by the Employer
20.1	contractor's Claims
20.2	Appointment of the Dispute Board / Notification of the Committee
20.3	Failure to agree on the composition of the Dispute Board.
20.4	Obtaining Dispute Board's Decision
20.5	Amicable Settlement.
20.6	Arbitration
20.7	Failure to comply with Dispute Board's Decision
20.8	Expiry of Dispute Board's Appointment
APPE	
NDIX.	General Conditions of Dispute Board Agreement
Annex	PROCEDURAL RULE

PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

1.1.1.4 "Form of Bid" is synonymous with "Letter of Tender".

1.1.1.5 "Bid" is synonymous with "Tender".

1.1.1.10 "Bidding" is synonymous with "contract".

The following paragraph is added:

1.1.1.11 "Programme" means the programme to be submitted by the contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.

1.1.2.2 "Employer" is synonymous with "Procuring Agency"

1.1.2.9 "DB" is synonymous with "Committee".

1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB..

1.1.3.7 "Defects notification Period" is synonymous with "Defects liability Period".

3.1 Engineer's Duties and Authority.

The following paragraph is added after duties:

Procuring agency shall ensure that the Engineer's Representative/Staff is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

4.3 Contractor's Representative

The following text is to be added after last line:

The contractor's authorized representative and his other professional engineers working at site shall register themselves with the Pakistan Engineering Council.

6.10 Records of Contractor's Personnel and 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.

The following sub-clause 7.9 is added in (GCC):

7.9 Use of Pakistani Materials and Services

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.

8.1 Commencement of Works

The last para is deleted and substituted with the following:

The contractor shall commence the works on site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence.

Thereafter, the contractor shall proceed with the works with due expedition and without delay.

8.11 Prolonged Suspension Replace 84 days by 120 days.

8.3 Programme

The following text is to be added after [Commencement of Works]

The programme shall be submitted in the either form of:

- a) Bar Chart identifying the critical activities.
- b) Critical Path Method (CPM) identifying the critical path/activities.
- c) Program Evaluation and Review Techniques (PERT).
(Procuring Agency to select appropriate one)

13.1 Right to vary

In the last line of Para, after the word "Variation", the word "in writing" is added.

13.3 Variation procedure

In the tenth line, after the words "as soon as practicable" following is added: "and within a period not exceeding one-eighth of the completion time"

13.8 Adjustment for changes in cost

This clause will be applicable for Foreign funded Project/ Schemes or ICB Contracts (locally & foreign funded) only.

The following provision is added for Local funded Project/ Schemes/National Competitive Bidding Contracts:

The amounts payable to the Contractor, pursuant to Sub-Clause 14.6, shall be adjusted in respect of the rise or fall in the cost of materials only, and will be paid to the contractor on those items mentioned in the **Appendix –C (B)**.

Similarly, reduction in the cost of these materials will also be recovered from the contractor accordingly

14.1 The Contract Price Sub-para (d) is deleted.

14.2 Advance Payment

The Text is deleted and replaced with following:

Advance Payment/Mobilization Advance shall be made available to the Contractor by the procuring agency on following conditions:

Mobilization Advance/Advance Payment

- (i) Mobilization advance up to 10 % of the Contract Price may be paid by the procuring agency to the Contractor on the works costing Rs2.5 million or above on following conditions:
 - a. on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Scheduled Bank in Pakistan, acceptable to the procuring agency;

- b. This Advance [XXX] shall be recovered in 5 equal installments from the 5 R.A bills and in case the number of bills is less than 5 then 1/5 of the advance [XXX] shall be recovered from each bill and the balance [XXX] be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

14.5 Plants and Materials intended for Works

Add the following paragraph as sub-clause 14.5 (d) for Secured Advance on non – perishable materials and sub-clauses (a), (b) and (c) will be applicable for plants only :-

- (l) The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the specifications for the permanent works;
 - (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
 - (vi) The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
 - (vii) Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;
 - (viii) Detailed account of advances must be kept in part II of running account bill or a separate statement; and
 - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and in no case for full quantities of materials for the entire work/contract.

(II) Recovery of Secured Advance:

Secured Advance paid on non-perishable materials to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized);

14.8 Delayed Payment

Second Para is replaced with following text:

In the event of the failure of the Procuring Agency to make the payment within the time stated, the procuring agency shall pay to the contractor in case of **ICB contracts only, NOT USED** the compensation at a rate of KIBOR+2% per annum in local currency and Libor+1% for foreign currency, upon all sums to be paid from the date of which the same would have been paid.

14.9 Performance Money will be paid back after completion of defect liability period.

15.2 *The following Para is added at the end of the sub-clause:*

Provided further, that in addition to the action taken by the procuring agency against the Contractor under this Clause, the procuring agency 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.

15.6 Corrupt and fraudulent Practices.

The following text is to be added as 3rd paragraph:

Successful Contractor has to provide Integrity Pact (for contracts worth Rs.10.0 million and above).

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 procuring agency 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 procuring agency 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-clauses 15.2 & 15.5 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the procuring agency under Sub-Para (a) and (c) of this Sub-Clause.

16.4 Payment on Termination

Sub-paragraph (c) is deleted.

17.3 Employer's/ Procuring Agency's Risks

Sub-Clause 17.3 (h) is deleted.

The following text is added in Clause 18.1 (GCC):

18.1 General Requirements for Insurance

The contractor shall be obliged to place all insurances relating to the contract (including, but not limited to, the insurances referred to in Clauses 18.1,18.2,18.3,18.4) with Insurance Company having at least AAA rating from PACRA/JCR in favor of the Employer//Procuring Agency valid for a period 28 days after beyond the Bid Validity date.

Costs of such insurances shall be borne by the contractor.

19.6 Optional Termination, Payment and release by the Employer

Sub-clauses (c), (d) and (e) are deleted.

20.6 Arbitration

Text will be replaced as under;

any dispute in respect of which:

- (a) the decision, of the Dispute Board has not become final and binding pursuant to sub-clause 20.2, and*
- (b) amicable settlement has not been reached within the period stated in sub-clause 20.5, shall be finally settled, under the provisions of the Arbitration Act, 1940 as amended or any statutory modification/Rules of Conciliation and Arbitration PEC Islamabad or re-enactment thereof for the time being in force.*

PART II –SPECIAL/PARTICULAR CONDITIONS OF CONTRACT

INDEX	CLAUSE
Adjustment for changes in cost	13.8
Advance Payment	14.2
Amicable Settlement.	20.5
Appointment of the Dispute Board / Notification of the Committee	20.2
Arbitration	20
.6	
Commencement of Works	8.1
Contractor’s Representative	4.3
Contractor’s Claims	20.1
Contract Price	14.1
Corrupt and fraudulent Practices (Integrity Pact).	15.6
Definitions	1.1
Delayed Payments	14.8
Employer’s/Procuring Agency’s Risks	17.3
Engineer’s Duties and Authority	3.1
Expiry of Dispute Board’s Appointment	20.8
Failure to agree on the composition of the Dispute Board.	20.3
Failure to comply with Dispute Board’s Decision	20.7
General Conditions of Dispute Board Agreement	
	Appendi
x General Requirements for Insurance	18.1
Optional Termination, Payment and release by the Employer	19.6
Obtaining Dispute Board’s Decision	20.4
Payment on Termination	15.6
Plants and Materials intended for Works	14.5
PROCEDURAL RULES	Annex
Prolonged Suspension	8.11
Programme	8.3
Records of Contractor’s Personnel and equipment	6.10
Right to vary	13.1
Termination by Employer/Procuring Agency	15.2
Use of Pakistani Materials and Services	7.9
Variation procedure	13.3

SPECIFICATIONS

GENERAL

Introduction

1. 1.1 General

The General Conditions of Contract & Special Conditions of Contract shall form an integral part of these General Requirements.

The Constructor shall notify all sub-Constructor of the provisions of the Conditions of Contract and the General Requirement of this Specification.

The arrangement and divisions of these Specifications is not to be construed as establishing the limits of responsibility of sub-trades.

The Constructor is responsible for delineating the scope of Sub-Contracts and for coordinating all the Works.

All works shall be carried out in accordance with the following specifications, supplemented by detailed specifications contained in the following sections. Any inconsistencies or ambiguities shall be brought to the notice of the Engineer for his clarification/decision. Decision and direction of the Engineer, in all such cases shall be final and binding.

The Constructor shall make himself thoroughly familiar with the site conditions, foresee any and all problems likely to be encountered during execution of the works, and shall be able and ready to solve them effectively. Proposals for solutions to the problems shall be submitted to the Consultant / Engineer in Charge/Engineer In-charge for approval before proceeding with the work.

The Tender Drawings, Design Criteria and Specifications are to be read in conjunction and shall be mutually explanatory. In case of any conflict the order of preference shall be as under duly followed by the Special and General Conditions of Contract in Volume I of Tender & Contract documents.

- i) Specifications
- ii) Tender Drawings
- iii) Bill of Quantities

2. Scope of Work

The scope of work comprises **“REHABILITATION / RECONSTRUCTION OF ROADS IN SCHEME-41 SURJANI, SCHEME-36 GULISTAN-E-HOHAR, SCHEME-33 GULZAR-E-HIJRI AND SCHEME-5 CLIFTON KARACHI. DEVELOPMENT OF SECTOR 5, SURJANI TOWN PACKAGE 3 (ROAD-7)”** as per drawings and specification as defined hereunder and as specified in subsequent sections of tender documents. The Constructor shall perform all relevant engineering, procurement, installation, construction and execution, coordination with other services, testing and commissioning including all documentation, drawings, calculations and supply of manuals as required completing the work. The Constructor shall also be responsible to supply and install all other items not specifically mentioned in these documents but which are necessary for proper completion of the works included in the scope of this Contract.

3. Applicable Codes and Standards

In the absence of other Standards being required by the Contract Documents, all work and materials shall meet the requirement of the Uniform Building Code of the United States, and/or applicable American Society for Testing Materials (ASTM) American Association of State Highway and Transportation Officials (AASHTO) Specifications and the latest American Concrete Institute Manual

of Concrete Practice and American.

Institute of Steel Construction (AISC) Manual relevant to the Works except in cases where the Pakistan Building Code requires a higher standard. In such cases the Pakistani Code shall govern, where the abbreviations listed below are used, it refers to the latest code, standards, or publications of the following organizations:

AASHTO	American Association of State Highway and Transportation Officials.
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASA	American Standard Association
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Material
AWS	American Welding Society
BSI	British Standards Institute
ICAO	International Civil Aviation Organization
BSICP	British Standard Institute Code of
PCA	Practice Portland cement Association
PSI	Pakistan Standard Institute
UBC	Uniform Building Code

Should the Constructor, at any time and for any specific reasons, wish to deviate from the above standards or desires to use materials or equipment other than those provided for by the above standards, then he shall state the exact nature of the change giving the reasons for making the change and shall submit complete specifications of the materials and descriptions of the equipment for the Engineer's approval, whose decisions shall be conclusive and binding upon the Constructor.

4. Codes, Standards, Certificates

The Constructor shall supply and have at his site office:

Copies of all latest editions of codes and standards referred to in these specifications by number, or equivalent codes and standards approved by the Engineer.

Catalogues and published, recommendations from manufacturers supplying products and materials for the project.

The Constructor shall provide manufacturer's or supplier's certificates to the Engineer for all products and materials which must meet the requirements of a specific code or standard as stated in these Specifications.

5. Units of Measurements

The British System of Units (FPS) shall be used throughout this Project.

6. Manufacturer's Recommendations

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

7. 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.

8. Protection and Precautions

The Constructor and his sub-Constructor 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 sub Constructor' fault and negligence.

The Constructor and his sub-Constructor shall afford all necessary protection to existing roads in the 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 Constructor and his sub-Constructor shall provide and maintain necessary protection and precautionary measures such as warning signs, warning lamps and barricades etc. to prevent accidents.

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

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

9. Setting Out of Work

Establish all boundaries, markers, leveling stakes and benchmarks on the site to adequately set out all work. Verify all data and their relationship to establish and Engineer's survey control points and public benchmarks and report discrepancies to the Engineer.

Permanently mark the necessary controls for distance and elevation sufficient to serve throughout the Contract and protect these control points adequately against damage and displacement.

Project setting out is for the use of all trades; each trade is responsible for the layout of its own work.

10. Sequence of Construction

The Constructor 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.

11. Lines and Levels

Survey control points will be established by' the Engineer. The Constructor 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.

12. Partial Possession

Whenever, as determined by the Employer any portion of work performed by the Constructor 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 Constructor of any of his responsibilities under the Contract, nor acts a waiver by the Employer of any of the conditions thereof, provided that the Constructor 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 increases the cost or delays to the completion of remaining portions of work, the Constructor will be entitled to an equitable adjustment.

If, as a result of the Constructor's failure to comply with the provision of the Contract, such use proves to be unsatisfactory, the Consultant / Engineer In Charge/E will have the right to continue such use until such portion of the work can, without injury to the Consultant / Engineer In Charge, 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 pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

13. Existing Services

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

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

The Constructor 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 Constructor 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 or after the works are to be determined by the Constructor. 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.

14. Plant and Equipment

The Constructor shall submit a detailed list of plant and equipment, which he shall undertake to bring to the site to carry out the work. The list shall satisfy the Engineer as to type, size and quantity. The list shall include for each piece of equipment the type, manufacturer, model, identification number and year of manufacture. The Constructor shall provide on the site of the work at his cost all of the equipment listed and all subsequent equipment required for approval of the detailed program of work and such equipment which may be directed by the Engineer. The Constructor shall supply all plant and equipment necessary for the construction of each phase of the work and it must be on site, inspected and approved by the Engineer.

15. Construction Area and Access

The Constructor shall confine his operations to the areas that are actually required for the Works and shall fence the area accordingly Arrangements for access roads, storage areas and routes for

haulage of materials are to be made by the Constructor at his own cost, subject to the approval of the Engineer.

16. Storage & Handling Facilities

The Employer will provide the Constructor possible space within or nearby the area of site of works for the storage of plant, equipment and materials and for Constructor's temporary office, during the currency of the Contract. In case the adjacent area as required by the Constructor is not available within the Project boundary for storage of plant, equipment and machines then the Constructor 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 Constructor and at no risk and cost to the Employer.

The Constructor 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.

17 Construction & Checking at Site

The Constructor 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 Constructor of his responsibilities and duties under the Contract.

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

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 Constructor to work overtime or in shifts and the Constructor 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 Constructor 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.

18 Bar Bending Schedule

Bar bending (reinforcement bars) schedule of all drawings shall be prepared by the Constructor and submitted to Consultant / Engineer in Charges' Head Office for approval. The approved bar bending scheduled shall be followed for cutting of steel and preparation of bills.

19 Drawings

19.1 Tender Drawings: The drawings listed in the General Conditions of contract, Volume I and provided in Volume III are referred to as Tender Drawings and these show the scope of work to be performed by the Constructor. Tender Drawings shall not be used as a basis for fabrication or construction but may be used as a basis for placing preliminary order for materials, subject to corrections based on the future issue of Drawings as provided under sub-clause 19.2 Drawings Issued for Construction. Tender Drawings are subject to be modified and supplemented by additional detail by the Engineer.

19.2 Drawings Issued for Construction: After Award of Contract, Tender Drawings shall be replaced by Drawings Issued for Construction including supplementary Specifications as may be necessary. Such drawings and specifications shall be construed to be included in the expression Custody of Drawings under Sub-Clause 6.1 of General Conditions of Contract Part I. Drawings Issued for Construction may include some of the Tender Drawings with or without modification and additional drawings as required to express design intent in greater detail. Such drawings may also be modified from time to time. Drawings Issued for Construction will be the drawings from which shop, fabrication, erection installation, concrete placing, formwork, or other construction detail drawings shall be prepared by the Constructor. The work shall be executed in conformity with Drawings Issued for Construction. The Constructor shall prepare a schedule of Drawings Issued for Construction of various parts of the Works based on Construction program approved by the Engineer for issuance to the Constructor from time to time.

19.3 Study of Drawings: The Constructor shall study all Drawings Issued for Construction carefully as soon as practicable after receipt thereof, and any errors discovered shall promptly be brought to the knowledge of the Engineer for his instructions.

19.4 Copies of Drawing: Drawings will be issued to the Constructor free of charge as follows:

Drawings Issued for Construction - Two copies as specified in sub-clause 6.1 Custody of Drawings, of General Conditions of Contract - Part I Volume I.

19.5 Drawings to be furnished by the Constructor:

Shop Drawings

All shop drawings required for the work including all kinds of fabrication, field erection, installation, placement and layout drawings shall be furnished by the Constructor for approval of the Engineer. If additional detail drawings are necessary to complete any part of the work, such including reinforcing steel, drawings shall be prepared by the Constructor and submitted to the Engineer. for approval. All drawings shall be complete and shall be submitted in due time and in logical order to facilitate proper coordination.

a. Lift and placement Drawings.

At least thirty calendar. Days prior to starting construction of any concrete lift or other placement, the Constructor shall submit lift or other placement drawings to the Engineer for approval. Lift or other placement drawings shall be submitted for each lift or other placement of concrete to be placed. These drawings shall be to such scale as to clearly show all recesses, openings, and embedded parts, including embedded structural steel, mechanical and electrical items, reinforcement placement in each lift in sufficient detail for proper execution of the work.

b. Construction Plant Layout Drawings.

Three prints of drawings, showing the layout of construction plant and equipment the

Constructor proposes to use on the work, shall be submitted by the Constructor for review to the Engineer. The drawings shall show the locations of the principal components of the construction plant, offices, storage areas and yards which the Constructor proposes to construct or use at the site of the work and elsewhere. The drawings shall also show the unloading facilities for materials and equipment at the work site.

c. Submissions and Approvals:

Except as otherwise specified, three copies of each drawing for approval or review shall be furnished to the Consultant / Engineer In Charge. Within thirty calendar days after receipt the Consultant / Engineer In Charge will send one copy to the Constructor marked Approved, Approved/Except as Noted, or Returned for Correction. The notations approved and approved/except as Noted will authorize the Constructor to proceed with the fabrication of the materials and equipment covered by such drawings subject to the corrections, if any, indicated thereon. Drawings returned for correction will be resubmitted for approval in the same manner as for new drawings. Every revision made during the life of the Contract shall be shown by number, date and subject in a revision block.

Upon receipt of prints which have been Approved or Approved Except as Noted, the Constructor shall furnish three prints plus one reproducible of each drawing to the Engineer. If revisions are made after a drawing has been approved, the Constructor shall furnish 3 additional prints and one reproducible subsequent to each approved revision.

d. Shop drawings to be prepared by a Sub-Constructor shall be submitted in the same manner as (a) & (b) above but they will be submitted through the Constructor.

e. All of the applicable requirements of this Clause with reference to drawings to be prepared by the Constructor, including Sub Constructor, shall apply equally to catalogue cuts, illustrations, printed specifications, or other data submitted for approval.

f. Any work done on Constructor's drawings shall be at the Constructor's risk. The Engineer will have the right to request any additional details and to require the Constructor to make any changes in the drawings which are necessary to conform to the provisions and intent of design and specifications without additional cost to the Employer. The approval of the drawings by the Consultant / Engineer In Charge shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Approval by the Engineer of the Constructor's drawings shall not be held to relieve the Constructor of his obligation to meet all the requirements of the Specifications or of his responsibility for the correctness of the Constructor's drawings or of his responsibility for correct fit of assembled parts in final position or of his responsibility for the adequacy of method of construction.

20 As-Built Drawings

The Constructor shall, at all times, keep on the site one copy of all drawings and approved samples together with copies of all building, mechanical, electrical and public safety codes and relevant standards applicable to the works. All such material shall be made available to the Engineer.

In addition, the Constructor shall, at all times, keep on site a separate set of prints on which shall be noted neatly, accurately and promptly as the work progresses all significant changes between the work shown on the drawings and that which is actually constructed. The sub-Constructor shall each keep on site, at all times, a separate set of prints of the drawings showing their parts of the work on which shall be noted, neatly accurately and promptly as work progresses the exact physical location and configuration of the works as actually installed, including any revisions or deviation from the

Contract Documents.

At the completion of the works, the Constructor shall at his expense, supply to the Engineer six copies and one reproducible copy of all drawings along with CD containing all as built drawings amended to comply with the work "As Built". The Constructor shall provide in the same format as the original drawings, any additional drawing required to record the work.

21 Restoration and Cleaning

The Constructor shall do regular cleaning and clean 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, unless otherwise directed by the Consultant / Engineer In Charge/Engineer In charge. 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.

22 Protection of the Works

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

The Constructor shall take all proper steps for protection at all places on or about the works which may be dangerous to his workmen or any other person or to traffic. The Constructor shall provide and maintain warning signs, warning lamps and barricades as necessary.

23 Product Data

Manufacture'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.

24 Samples

24.2 The Constructor shall furnish for approval of the Engineer with reasonable Promptness all samples as directed by the Consultant / Engineer In Charge or specifically called for in these Specifications. The Consultant / Engineer In Charge shall check and approve such samples with reasonable promptness for compliance with the requirements of Contract Documents. All work shall be in accordance with approved samples.

24.3 Duplicate final approved samples, in addition to any required for the Constructor's use, shall be furnished to the Consultant / Engineer In Charge, one for office use and the other for the Site.

24.4 Samples shall be furnished so as not to delay fabrication, allowing the Consultant / Engineer In Charge/Engineer In charge reasonable time for consideration of the sample' submitted.

24.5 Each sample shall be properly labeled with the name and quality of the material,

manufacturers name, name of the project, the Constructor's name and the date of submission, and the Specifications Article number to which the sample refers.

24.6 The manufacturer's installation directions shall be provided with each sample. The Constructor shall pay all transportation costs and deliver samples to the Engineer's office & Consultant / Engineer In Charges' Head office, Site or testing laboratory as directed by the Engineer. Samples will not be returned unless return is requested at the time of submission; all packing and transportation costs for the return of samples shall be paid by the Constructor.

24.7 Samples shall be of adequate size and number to permit proper evaluation of the material by the Consultant / Engineer In Charge/Engineer In charge. Where variations in color, texture, dimensions or other characteristics are to be expected, the Constructor 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.

24.8 If both Shop Drawings and samples are required for the same item, the Consultant / Engineer In Charge/Engineer In charge may require both to be submitted before approving either, 25.7 No acceptance or approval of any Shop Drawings or sample, or any indication or directions by the Engineer on any Shop Drawings shall constitute an authorization for any increase in the Contract Sum.

In the event that the site cannot be connected to a local electricity network or where the available power is insufficient the Constructor has to make his own provision and maintain such installation.

A temporary lighting system shall be furnished, installed and maintained by the Constructor as required to satisfy the minimum requirements for safety and security. The temporary lighting system shall afford adequate general illumination to all building areas. Adequate outdoor lighting shall be provided to illuminate staging trenches and the like to the satisfaction of the Engineer In charge and general illumination throughout adequate for watchmen and emergency personnel. .

Temporary equipment and wiring for power and lighting shall be in accordance with the applicable provisions of governing codes. Temporary wiring shall be maintained in a safe manner and utilized so as not to constitute a hazard to persons or property.

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 Constructor obtains the written approval of the Client and assumes full responsibility for the entire power and lighting system and pays all charges/costs for operation and maintenance of the system mutually agreed between the Employer and the Constructor.

Approval, license etc. if required under local laws will be obtained by the Constructor on his own responsibility and cost.

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

25.1 Waste Disposal

The Constructor shall make such temporary provisions as may be required in order to dispose of any chemicals, fuels, 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, effluents, garbage, oil, grease, chemicals and the like shall be in areas specified by the concerned local authority proposed by the Constructor and subject to the approval of the Engineer. If any waste

material is dumped in unauthorized areas the Constructor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as directed by the Engineer In charge and replaced with suitable fill material compacted and finished with topsoil all at the expense of the Constructor.

25.2 Fire Protection

The Constructor shall provide and maintain adequate fire protection in the form of barrels of water with buckets, fire bucket tanks, fire extinguishers, 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 In charge and storage shall not be within building.

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

The Constructor shall follow the instructions and specifications of the relevant department and or other local authority.

25.3 Telephone

The Constructor shall immediately after receiving the Letter of Acceptance take the necessary steps to obtain mobile and land line telephone on site. He shall be responsible for all installation and connection charges and periodic mobile and landline telephone accounts. The telephone shall be made available to the Engineer for the due performance of his duties at all times and free of charges during construction and defects liability period.

26 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 Consultant / Engineer In Charge / Engineer consider any alteration or addition in the program and time schedule, the Constructor shall conform thereto without any cost to the Employer.

Whenever necessary and wherever the progress of the actual work shows departure, the program and time schedule shall be undated and submitted to the Consultant / Engineer In Charge/Engineer In charge for his approval.

27 Night Work

When work is done at night the Constructor shall maintain from sunset to sunrise such lights on or about his work and plant as the Engineer may deem necessary for the proper observations of the work and the efficient prosecution hereof.

28 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.

29 Co-Ordination with Other Constructor

The Constructor shall make all necessary coordination with other Constructor and shall make sure that all embedding components such as pipes, steel bases etc. (as required for completion of electrical works) are properly, accurately and timely installed. The Constructor shall inform the other Constructor the schedule of any construction activity well in advance giving him sufficient time to finish his part of job, before any compaction/concreting etc. The Constructor shall get the signature of the authorized representation of the other Constructor before carrying out any construction activity.

If any part of electrical work is damaged or has to be dismantled or redone due to negligence omissions / incorrect position of the embedding etc. on part of the Constructor, all such losses/expensed shall be borne by the Constructor.

All expenses incurred for the above works including coordination are deemed to be covered in his tendered cost and no separate/extra payment shall be paid against such item.

30 Submission Requirements

30.1 Schedule submission at least sixty days before the dates when reviewed submittals will be needed.

30.2 Submit Shop Drawings as per provision given in Sub-Clause 20.5 (a) and number of copies of Product Data which the Constructor requires for distribution plus four copies which will be retained by the Engineer.

30.3 Submit three samples unless otherwise specified.

30.4 Accompany submittals with transmittal letter, in duplicate, containing: Date Project title and number Constructor's name and address The number of each Shop Drawing, Product Data and the Sample submitted. Notification of deviations from Contract Documents. Other pertinent data.

31 Resubmission Requirements Shop Drawings:

Revise initial drawings as required and resubmit as specified for initial submittal. Indicate on drawings any changes which have been made by the Engineer. Product Data and Samples: Submit new data and samples as required for initial submittal.

32 Survey Instruments

All the instruments, equipment, stakes and other material necessary to perform all work shall be provided by the Constructor. The survey work shall be carried out by competent staff consistent with the current practices. The Constructor shall maintain on site surveying instruments in perfect working conditions to enable the Engineer to check lines and level at all times.

Survey instruments and equipment shall include but not limit to the following:

Electronic Total Station

Laser Meter

Precision Level Invert Staff

Automatic Levels

Power level

Compass, steel tape, ranging poles

33 Weekly Progress Report and Photographs

33.1 During the continuance of the Contract, the Constructor shall submit weekly progress reports on forms as approved by the Consultant / Engineer In Charge. Such weekly reports shall show the actual progress completed as of date of the report plotted against the schedule as given by the Constructor 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 work, tests with regard to the agreed contract program.

33.2 The Employer and the Engineer reserve the right to coordinate the schedules of this Constructor and other Constructor 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.

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

34 Constructor to Notify Delays Etc.

Any delay which will affect the completion of Works shall be detailed by the Constructor who shall state the action he is taking for effective completion of the Contract program.

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

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

The progress reports shall be set out in a format to the approval of the Consultant / Engineer In Charge, and forwarded promptly so that on receipt the information contained therein is not more than 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 Constructor's Representatives are to attend such meeting.

The Constructor's Site Office shall prepare and submit 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 program are being experienced or are likely to cause subsequent delay.

The Constructor's Site Office shall also prepare and submit to the Engineer's Site Office 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 Constructor shall be responsible for expediting the delivery of all material and equipment to be provided by him and his sub Constructor.

35 Photographs

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

The negatives of all photographs shall be held at the Constructor's Site Office, numbered and handed over to the Employer at the completion of the Contract

36 Employees

The Constructor shall provide and employ on the Site for the purpose of or in connection with the Contract:

S. No	Staff to be Employed with Qualification	No.	Experience
1	Project Manager - B.E. in Civil (Must be registered with PEC)	1	Minimum 15 years' experience.
2	Quantity Surveyor – DAE / B.Tech in Civil	1	Minimum 10 years' experience.
3	Site Supervisor - B.Tech. in Civil	1	Minimum 10 years' experience.

37. Payment of Work

No payment shall be made for the works involved within the scope of this section of specification. The cost thereof shall be deemed to have been included in the quoted unit rate of other items of the Bills of Quantities.

HEALTH AND SAFETY MEASURES

1. Start with safety training

All workers must hold a current white card before they commence work on-site. Site-specific induction training should also be completed by each worker, to point out any high risk areas and provide instructions for emergency management.

2. Minimize and manage risk

Due to the nature of construction work, it's impossible to eliminate all safety risks. However, many common safety issues can be avoided by conducting regular safety audits and having procedures in place to report, assess and address potential risks.

3. Site security

Restricted site access should not only be put in place to simply protect equipment from damage or

theft. Security in and outside of work hours is integral to protect pedestrians from potential construction hazards. This includes supervision or authorized site visitors.

Strict security and safety protocols will also protect Constructor from liability and negligence in the case of a safety incident or security breach.

4. Safe work method assessment

A safe work method statement (SWMS) must be prepared for all high risk construction projects, before work commences. The SWMS should outline the scope of work involved, any potential safety issues, and how risks will be prevented and managed. By law, construction work must not commence until SWMS standards are met.

5. Use clear signage throughout the site

The site SWMS should be clearly displayed at the construction site, so that all safety protocols are readily available - including a 24-hour emergency contact number and a map or directions to the site office. Visible signage should also indicate site amenities (such as toilets), entry and exit points, and first aid or emergency fire equipment.

6. Entry and exit points

Separate entry and exit points should be established for heavy machinery/vehicle access, to strengthen pedestrian safety at high traffic points.

7. Compliant chemical storage

Chemicals need to be stored very carefully to minimize fires, explosions, asphyxiation, chemical injury and pollution on worksites. Use high quality, compliant outdoor storage solutions such as explosive storage cabinets to segregate chemicals and reduce spillage.

8. Environmental conditions

Extreme weather conditions can cause serious safety hazards. Your on-site emergency plan should provide clear guidelines for workers who need to stop work in the event of natural disaster, severe environmental conditions or other emergency circumstances.

9. First aid

For the construction industry, it's best practice to provide one first aid officer per 25 workers. First aid kits and equipment must be placed in an easily accessible area on site.

10. Provide personal protective (PPS) equipment

In many situations an employer is obligated to provide PPS such as high vis vests, safety goggles and safety harnesses to construction site workers. To find what PPS you are required to provide for a specific project, contact Safe Work Australia.

11. Dropped objects

It is your responsibility to secure objects onsite and minimize the risk of them falling. This video explains the risks and how they can be avoided by putting preventative safety measures in place.

Construction safety doesn't end once the project is completed, and your workers have gone home. All parties involved in the construction process have a responsibility in ensuring that the right equipment and quality materials are used, so that safety risks are avoided long into the future.

12. Payment of Work

No payment shall be made for the works involved within the scope of this section of specification. The cost thereof shall be deemed to have been included in the quoted unit rate of other items of the Bills of Quantities.

DETAILED EVALUATION ALONG WITH MARKING CRITERIA

Aggregate Qualifying Score is **70%**, but it is mandatory to obtain at least **50%** in each of the following sections.

(A)	Company Profile.	10 Marks
i.	Period since Firm/Contractor is in construction business	05 Marks
	Up to 5 years	01 Marks
	Up to 10 years	03 Marks
	Above 10 years	05 Marks
ii.	Office facilities	05 Marks
	In Sindh province	03 Marks
	In any other province/Islamabad	01 Marks
	Outside Country	01 Marks

(B)	General Experience Record	20 Marks
------------	----------------------------------	-----------------

Proof of experience and details of similar nature of work(s) executed during the last five years indicating the name of project / scheme / works with cost, date of commencement & completion in accordance with amendments in SPPRA Regulations Clause # 2.16, 7.9(i) vide Notification Dated: 10th April, 2023 (With Satisfactory Completion Certificate duly supported by documentary evidences viz Work orders / Contract Agreements & Satisfactory Project Completion Certificates by concerned Department), the information about experiences of work(s) executed previously can also be verified from SPPRA web site:

- 1) At least one similar nature of work having minimum cost 80% of the estimated cost of work

OR

- 2) At least two similar nature works each having minimum cost 50% of the estimated cost

(C) Personnel Capabilities required for this project 30 Marks

Sr. No.	Description/Position with qualification & experience	Number Required	Marks assigned	Remarks
1.	Project Manager B.E (Civil) with min. 12 Years and must be professional Engineer of PEC	1	15	10 Marks for 15 years of experience. 03 Marks for more than 15 years of experience. 02 Mark for experience of 2 projects of similar nature and magnitude.
2.	Quantity Surveyor B.Tech /D.A.E (Civil) with min. 10 Years of experience.	1	07	05 Marks for 10 years of experience. 01 Marks for more than 10 years of experience. 01 Mark for experience of 2 projects of similar nature and magnitude.
3.	Site Supervisor (Civil) B. Tech in Civil with min. 10 Years of experience	1	08	05 Marks for 10 years of experience. 02 Marks for more than 10 years of experience. 01 Mark for experience of 2 projects of similar nature and magnitude.

(D) Equipment Capability (Annexure – I) 15 Marks

- (a) Critical equipment and number required for the Project shall be specified by the Procuring Agency.
- (b) High value equipment should be an option to own, lease or hire.
- (c) Total equipment available with the applicant is to be listed along with its current mobilization on on-going projects.

(Details are to be provided in the attached form)

(E) Financial Soundness /Status 25 Marks

A. Working capital must be in hand at least 30 days prior to the announcement of the tender **15 Marks**

(Attach proof of Bank Statement/Credit Facilities)

- i. Above 20 Million to 40 Million 05 Marks
- ii. Above 40 Million to 60 Million 10 Marks
- iii. More than 60 million 15 Marks

B. Current Ratio as per Financial statements of last year (Assets / Liabilities) **10 Marks**

- I. Current Ratio above 2.50 10 Marks
- II. Current Ratio above 2.00 and up to 2.50 7.5 Marks
- III. Current Ratio from 1.00 and up to 2.00 05 Marks
- IV. Current Ratio less than 1.00 00 Marks

Company Profile

Date: -----

Contract: -----

All individual firms applying requested to complete the information in this form.

1.	Name of firm (legal):	
2.	Nature of Business: <i>(Whether the firm is a Corporation, Partnership, Trust etc.)</i>	
3.	Head Office Address:	
4.	Telephone Fax numbers: E-mail address:	
5.	Place of Incorporation/Registration: Year of incorporation/registration:	
6.	Applicant's authorized representative: Telephone Fax numbers: E-mail address:	
7.	NATIONALITY OF OWNERS. _____	
	Name:	Country:

2. General Experience Record

(i) Details of Contracts of Similar Nature and Complexity completed over the last 05 years

Sr. No.					
Name of Contract:					
Country:					
Name of Procuring Agency With Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Contract Role (Mention: Sole, Sub Contactor or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion					

3 Personnel Capabilities

Firm/Contractor should provide the names of suitably qualified personnel to meet the specified requirements

Sr. No.	Title of Position	Name
1		
2		
3		
4		
5		

Curriculum Vitae (CV) for Proposed Experts

Position Title and No.	{e.g., K-1}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	
Nature of Input(Full Time / Intermittent)	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Agency's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
{e.g., May 2005-present}	{e.g., Ministry of, advisor/ to... For references: Tel...../e-mail.....; Mr. Hb, deputy minister}		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Contractor Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved}	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

{day/month/year}

Name of Expert	Signature	Date
		{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
---	-----------	------

Note:

- 1) CV of the proposed expert must be signed by that expert else the CV will not be considered for evaluation.
- 2) Attach salary evidence of last three months or any other similar verifiable evidence like tax deduction certificate, etc. with the proposed expert CV else the CV will not be considered for evaluation.
- 3) Attach CNIC, relevant educational documents (Masters or bachelor degree or Diploma, etc.) along with relevant professional registration certificates (PEC certificate for engineers) for the proposed expert else the CV will not be considered for evaluation.

Firm/Contractor shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment whether owned/ leased/ rented listed

A. Equipment Capabilities (owned by the contractor/firm)

Sr. No.	Name of Equipment	Name of manufacturer	Model and power rating	Capacity	Year of manufacture	Current location
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

B. Equipment Capabilities (leased/ rented by the contractor/firm)

Sr. No.	Name of Equipment	Mention whether leased or rented	Name of Owner	Address of owner	Contact name and title with Telephone Fax & E Mail of the owner	Agreements Details of rental / lease / manufacture Agreements specific to the Project
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

6. **Financial Resources.**

A. **Banker's Information:**

Sr. NO.	Name & Address of Bank	Contact name and title	Telephone, Fax & E- Mail Address

B. **Current Ratio as per Financial statements of last year (Assets / Liabilities).**

Financial information (in PKR)	Information from the financial Statements (2024 or 2025 whichever applicable)
Information from Balance Sheet	
Total Assets (TA)	
Total Liabilities (TL)	
Current Assets (CA)	
Current Liabilities (CL)	
Information from Income Statement	
Total / Gross Revenue (TR)	
Profits Before Taxes (PBT)	
Net Profit	
Current Ratio (Current assets/current liabilities)	

Annexure - I

Note: The following formula is applicable to evaluation criteria based on marks/score only.

- a. If the available quantity of each equipment is less than specified limit, give weightage as under:
 $T = M \times (A / \text{Required Quantity})$

- b. If the available quantity of each equipment is more than the minimum equipment requirement full marks will be given.
 $A = \text{Available quantity of each equipment of each Item.}$
 $T = \text{Marks obtained}$
 $M = \text{Marks assigned}$

S. NO.	DESCRIPTION	QTY	MARKs	TOTAL MARKs
1	Asphalt Paver	2.00	1.25	2.50
2	Asphalt distributor	2.00	1.00	2.00
3	Cold milling machine	1.00	0.75	0.75
4	Excavator (Shovel/Back Hoe)	2.00	1.00	2.00
5	Earth Moving Machinery (Grader, Bulldozer, Loader)	2.00	0.50	1.00
6	Bobcat Loader (Mini Loader)	1.00	0.50	0.50
7	Dumper Truck	2.00	1.00	2.00
8	Tractor with Trolley	2.00	0.50	1.00
9	Plate Compactor and Frog Compactor	1.00	0.75	0.75
11	Air Compressor (15 HP Cap)	1.00	0.25	0.25
12	Mobile Generator 50 KVA with Flood Light Set	1.00	0.75	0.75
13	Concrete Mixer Machine	1.00	0.25	0.25
14	Steel cutting and Bending Machine	1.00	0.25	0.25
15	Shuttering (Form Work) 10,000 Sq. ft	1.00	0.25	0.25
17	Dewatering Pumps	1.00	0.50	0.50
18	Allied Construction Tools and Plants	1.00	0.25	0.25
TOTAL				15.00



KARACHI DEVELOPMENT AUTHORITY ENGINEERING DEPARTMENT

VOLUME-II: BILL OF QUANTITIES (SINGLE STAGE ONE ENVELOPE PROCEDURE)

(alongwith Eligibility & Minimum Qualification Criteria & Method of Procurement)

**NAME OF WORK : DEVELOPMENT OF SECTOR 5, SURJANI TOWN
(PACKAGE-03)**

Estimated Cost : -

Rs.198,467,244/-

Bid Security : -

Rs. AS PER NIT

Tender Cost : -

Rs. 10,000 /-

Issue to M/s. _____

P.O. No. _____

Dated: _____

Amount _____

Bank: _____

KARACHI DEVELOPMENT AUTHORITY

DEVELOPMENT OF SECTOR 5, SURJANI TOWN (PACKAGE-03)

ROAD -07

ABSTRACT OF COST

SPEC. No.	Spec. Description	Unit	AMOUNT		
			Estimated Quantity	Rate	Amount (Rs.)
	BILL NO.1: CARRIAGEWAY				
	SCHEDULE ITEMS				
1	Clearing and Grubbing the site by cutting, uprooting and removing all rubbish shrubs including disposal to designated places (Vol-III (Highways) Chap-1, Pg-211, Sr. 1)	Sqm	6,363.04	31.00	197,254
2	Dismantling and Removing Road Metaling Vol-III, Part-II, Chap-2, Pg-21, Sr. 51)	Cum	146.00	951.03	138,850
3	Preparing improved Sub-Grade consisting of 30 cm(12" inch thick) under Sub-Base with an approved blended materials of PI not more than 6%, uniformly mixed, compacted to 95% of max: dry density as per Modified AASHTO shall have CBR value more than 8% (Rate i/c cost of A3 material for blending i/c its carriage upto 3.0 mile) (Vol-III (Highways) Chap-2, Pg-211, Sr. 3)	Cum	2,002.44	961.67	1,925,685
4	Cartage of excavated material earth work wet silt building material rubbish murrum earth including loading and unloading lead upto 7 miles. 1st Mile 2nd Mile 3rd Mile and each subsequent mile Vol-I, Part-I, Chap-1, Pg-10, Sr. 2)	Cum Cum Cum	146.00 146.00 146.00	247.05 94.59 84.88	36,069 13,810 12,392
5	Preparing Sub-Base by supplying and spreading well graded pit or bed run gravel having a liquid limit not greater than 25 and plasticity index not greater than 6 in proper camber and grade including watering rolling and compacting in layers, thickness of each compacted layer not exceeding 6" compacted upto 98-100% density as per modified AASHTO density (Rate i/c all cost of materials T&P and carriage upto 3 chains). (Vol-III (Highways) Chap-2, Pg-213, Sr. 13)	Cum	985.50	5,539.49	5,459,167
6	Providing and Laying Aggregate base course in proper grade and camber having CBR 80% as per AASHTO standard specifications i/c spreading and compacting by approved mechanical means (Motor grader, Vibratory roller and Smooth wheel roller etc) watering to maintain the moisture content the compaction of each layer shall 100 percent to the max dry density (Rate i/c all cost of materials T&P and carriage upto 3 chains). (Vol-III (Highways) Chap-2, Pg-214, Sr. 13b)	Cum	1,971.00	4,893.72	9,645,522
7	Asphalt Concrete base Course Providing and laying Plant mixed Asphalt Concrete Binder Course compacted thickness 3" inches (75mm thick) as per approved job mix formula using crush aggregate from approved source. Using asphalt of grade 60/70 during laying temperature not less than 140C compacted by steel wheel & PTR roller. The procedure of laying binder course material & methodology shall fully comply with AASHTO and as directed by Engineer Incharge. Minimum bitumen content should be 3.5% binder course shall be spreading, using paver machine. Rolling & Finishing to design proper grade line level and camber etc. (Machinery with POLs cost of material carriage) . (Vol-III (Highways) Pg-217, Sr. 23A)	Cum	985.50	38,284.53	37,729,408
8	Applying priming coat or tack coat with approved binder at the required rate including cleaning the road surface thoroughly, heating to the required temperature and spraying the binder with pressure as directed etc, complete. (Vol-III (Highways), Pg-219 Sr. 31)	Sqm	13,140	37.67	494,984
9	2" (50 mm) Thick Asphalt Concrete Wearing Course Plant Mix (Providing and Laying Asphalt Concrete Wearing Course Plant Mix) Laying to proper line and grade plant mixed Asphalt concrete paver finished (Hydraulic Electronic Control) prepared to specified formula according to job mix formula approved by Engineer incharge including rolling and finishing to Properline, grade level and camber etc: (Machinery with POLs material carriage) (Vol-III (Highways) Pg-218, Sr. 24b)	Sqm	13,140.00	2,138.44	28,099,102
'BILL NO.1: CARRIAGEWAY (SCHEDULE ITEMS)					83,752,244
					113

KARACHI DEVELOPMENT AUTHORITY

DEVELOPMENT OF SECTOR 5, SURJANI TOWN (PACKAGE-03)

ROAD -07

ABSTRACT OF COST

SPEC. No.	Spec. Description	Unit	AMOUNT		
			Estimated Quantity	Rate	Amount (Rs.)
	BILL NO.2: MEDIAN, FOOTPATH, ISLANDS				
10	Providing & fixing Precast Edge Block 3750 PSI Industrial Made Size 6 inches thick x 12 inches long x 18 inches high including the cost of Cartage, excavation, form Work for haunching, 1450 PSI lean concrete, 2250 PSI concrete for haunching, 1:4 cement sand mortar.	M	1,800.00	2,225.09	4,005,162
	(Vol-III (Highways) Chap-39, Pg-221, Sr. 14)				
11	Providing & fixing cement paving blocks flooring having size of 197 x 97 x 60 (mm) of city / quddra / cobble shape with natural colours, having strength b/w 5000 psi to 8500 psi l/c filling the joints with hill sand and laying in specified manner/ pattern and design etc: complete.	Sqm	2,700.00	2,277.02	6,147,954
	(Vol-III, Part-II, Chap-8, Pg-50, Sr. 68)				
	Earth flooring consisting or 6" thick consolidated layer of moistened earth including ramming	Sqm	540.00	309.60	167,184.00
	BILL NO.2: MEDIAN, FOOTPATH, ISLANDS (SCHEDULE ITEMS)				10,320,300
	BILL NO.3: DRAINAGE				
12	Earth work excavation in irrigation channels, drains etc, dressed to designed section grades and profiles excavated material disposed off and dressed within 50 ft. lead	Cum	3,950.02	447.66	1,768,264
	Vol-III, Part-II, Chap-1, Pg-223, Sr.28-a)				
13	Re filling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete	Cum	388.80	495.07	192,483
	Vol-IV, Part-VI, Chap-II, Pg-77, Sr. 24 (PHW)				
14	Cartage of excavated material earth work wet silt building material rubbish murrum earth including loading and unloading lead upto 7 miles				
	1st Mile	Cum	3,950.02	247.05	975,851.00
	2nd Mile	Cum	3,950.02	94.59	373,632.00
	3rd Mile and each subsequent mile	Cum	3,950.02	84.88	335,277.00
	Vol-I, Part-I, Chap-1, Pg-10, Sr. 2)				
15	Reinforced Cement concrete including all labour and matrial except the cost of steel reinforcement and its labour for bending and binding which will be paid seprately. this rate also includes all kind of forms moulds, lifting shuttering curing rendring and finishing the exposed surface (including screening and washing of shingle)				
(i)	Ratio 1:1/2:3 (For A3 Concrete)	Cum	1,148.40	27,821.92	31,950,690
	(Vol-III, Part-II, Chap-4, Pg-25, Sr. 6a ii)				
16	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering				
(i)	Ratio 1:4:8 (Lean)	Cum	202.50	12,320.68	2,494,938
	(Vol-III, Part-II, Chap-4, Pg-25, Sr. 5-f, h & i)				
17	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal of rust from bars.)				
	DEFORMED BARS	Ton	85.56	378,680.40	32,398,305
	(Vol-III, Part-II, Ch-2, Pg-26, Sr. 8 a i)				
	BILL NO.3: DRAINAGE (SCHEDULE ITEMS)				70,489,439
					<i>Continued on next page</i>
	BILL NO. 03 DRAINAGE				
	NON SCHEDULE ITEMS				
18	Granular material in bed to concrete pipe culvert etc complete in all respect.	Cum	270.30	1,385.92	374,617
19	Sone Soling 9" to 12" thick, including compaction and sshizzling complete	Cum	202.73	2,011.79	407,844
	BILL NO.3: DRAINAGE (NON SCHEDULE ITEMS)				782,461
	TOTAL OF BILL NO.3: DRAINAGE (SCHEDULE ITEM) & (NON SCHEDULE ITEM)				71,271,900
					114

KARACHI DEVELOPMENT AUTHORITY

DEVELOPMENT OF SECTOR 5, SURJANI TOWN (PACKAGE-03)

ROAD -07

ABSTRACT OF COST

SPEC. No.	Spec. Description	Unit	AMOUNT		
			Estimated Quantity	Rate	Amount (Rs.)
	BILL NO.4: ANCILLARY WORKS				
20	Pavement marking in reflective Paint for lines 150mm width or as per drawing and as per direction by the Engineer Incharge	M	2,100.00	282.51	593,271
	(Vol-III, Part VI (Highways) Pg-221, Sr. 13)				
21	Supplying and fixing of reflectorize road studs double face flush surface type	Each	700.00	1,520.42	1,064,294
	(Vol-III, Part VI (Highways) Pg-221, Sr. 12)				
	BILL NO.4: ANCILLARY WORKS (SCHEDULE ITEMS)				1,657,565
	BILL NO.5: SEWERAGE				
22	Excavation for pipe line in trenches, and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge. Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft.(1.52m) and lead upto one chain (30.5m)				
i	Lift 0' - 5'	Cum	1,097.10	645.93	708,650
23	Constructing manhole for the required dia of circular sewer and 5'-0" depth with walls of B.B in cement mortar 1:3 cement plastered 1:3, 1/2" thick, inside of walls and 1" (25 mm) thick over benching and channel i/c fixing C.I manhole cover with frame of clear opening 2' x 2' (610x610 mm) of 4.5 cwt. embeded in plain C.C 1:2:4 and two way rainforced 6" thickness i/c fixing 1" (25 mm) dia M.S steps 6" (150 mm) wide projecting 4" (102 mm) from the face of wall at 12" (305 mm) C/C duly painted etc, complete as per standard specification and drawing.	Each	30.00	172,725.24	5,181,757
	(Vol-III, Part-II, Chap-I Pg-135, Sr. 2e)				
	BILL NO.5: SEWERAGE (Continued)				
24	PROVIDING LAYING RCC PIPES WITH (RUBBER RING JOINT				
v	600 mm (24" dia)	M	900.00	10,628.90	9,566,010
	(Vol-III, Part-II, Chap-II Pg-106, Sr. 1-f)				
25	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc. complete.	Cum	1,097.10	495.07	543,141
	Vol-IV, Part-VI, Chap-II, Pg-78, Sr. 24 (PHW)				
	BILL NO.5: SEWERAGE (Continued)				
26	Cartage of excavated material earth work wet silt building material rubbish murrum earth including loading and unloading lead upto 7 miles				
	1st Mile	Cum	1,097.10	247.43	271,455.45
	2nd Mile	Cum	1,097.10	94.59	103,774.69
	3rd Mile and each subsequent mile	Cum	1,097.10	84.88	93,121.85
	Vol-I, Part-I, Chap-1, Pg-10, Sr. 2)				
	BILL NO.6: SEWERAGE WORKS (SCHEDULE ITEMS)				16,467,910
	BILL NO.5: SEWERAGE WORKS				
	NON SCHEDULE ITEMS				
	BILL NO.6: SEWERAGE WORKS (NON SCHEDULE ITEMS)				0
	TOTAL OF BILL NO.6: SEWERAGE WORKS (SCHEDULE ITEM) & (NON SCHEDULE ITEM)				16,467,910
	BILL NO.6: WATER SUPPLY				
27	Excavation for pipe line in trenches, and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge. Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft.(1.52m) and lead upto one chain (30.5m) Lift 0' - 5'	Cum			
i	Lift 0' - 5'	Cum	1,097.23	951.17	1,043,649
	(Vol-III, Part-III, Chap-III A, Pg-15, Sr. 4)				115
28	Cartage of excavated material earth work wet silt building material rubbish murrum earth including loading and unloading lead upto 7 miles				

KARACHI DEVELOPMENT AUTHORITY

DEVELOPMENT OF SECTOR 5, SURJANI TOWN (PACKAGE-03)

ROAD -07

ABSTRACT OF COST

SPEC. No.	Spec. Description	Unit	AMOUNT		
			Estimated Quantity	Rate	Amount (Rs.)
	1st Mile	Cum	1,097.10	247.43	271,455.45
	2nd Mile	Cum	1,097.10	94.59	103,774.69
	3rd Mile and each subsequent mile	Cum	1,097.10	84.88	93,121.85
	Vol-I, Part-I, Chap-I, Pg-10, Sr. 2)				
29	Providing laying & fixing in trench including fitting joining & testing etc complete in all respect the high density polythene PE pipes (HDPE-100) for W/S confirming ISO 4427/Din8074/8075 B.S 3580 & PSI 3051. PN-10.....				
k	160 MM	Rm	900.00	3,978.73	3,580,857
	(Vol-III, Part-III, Chap-II A, Pg-114, Sr. PN-10)				
30	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc. complete.	Cum	916.33	495.07	453,646
	Vol-IV, Part-VI, Chap-II, Pg-78, Sr. 24 (PHW)				
TOTAL OF BILL NO. 6 WATER SUPPLY WORKS (SCHEDULE ITEM) & (NON SCHEDULE ITEM)					5,546,504

KARACHI DEVELOPMENT AUTHORITY ENGINEERING DEPARTMENT
NAME OF WORK : DEVELOPMENT OF SECTOR 5, SURJANI TOWN (PACKAGE-03)

QUOTED BID (SUMMARY)

I / We hereby quote as follows:

		In Figure	In Word
1	PART - A (CARRIAGEWAY)	83,752,244	
2	PART - B (MEDIAN, FOOTPATH, ISLANDS)	10,320,300	
3	PART - C (DRAINAGE)	71,271,900	
4	PART - D (ANCILLARY WORKS)	1,657,565	
5	PART - E (SEWERAGE WORKS)	16,467,910	
6	PART - F (WATER SUPPLY WORKS)	5,546,504	
7	TOTAL AMOUNT OF (1+2+3+4+5+6) =	189,016,423	
	ADD PREMIUM % ABOVE / BELOW		
	TOTAL		
8	ADD @ 5% S.R.B Tax	Rs. _____	
	GRAND TOTAL	Rs. _____	

The total amount is Rs. _____ (Rupees _____)
(In Figure) (In Word)

_____ for the complete job for all schedule of rate, approved rate & offer rates (which ever is included in the

I / We have attach a Bid Security as per NIT in shape of pay order bearing No. _____ dated _____ amounting to Rs. _____ issued from _____

NOTE:

- * Tender must be quoted in figure & in word both otherwise laible to be cancelled.
- * All over writing & correction if any must be initialed & stamped by the bidder.
- * All SPPRA Rules / Notifications must be followed & If agreed, Contractor must sign and stamp the Quoted Bid.
- * In the light of Hon'ble High Court Order vide Suit No.1959/2018 Which is reproduced as under "While involving (if at all needed) clause 11.3.4 of purported Regulations for procurement of works inserted vide Notification dated 05-07-2017, only such bids shall be considered which are nearest to the rupee and any bid quoted in paisa's shall not be considered" The bid amounts should be rounded off nearest to the rupee.

Signature of the Contractor with Stamp

Address: _____

**SIGNATURE & STAMP OF
TENDER ISSUING AUTHORITY**