

CAPITAL DEVELOPMENT AUTHORITY
E&M Development Directorate

N.I.T/BIDDING DOCUMENTS**PROVIDING/ INSTALLATION OF STREET LIGHTS IN INTERNAL STREETS OF SECTOR I-11/1, ISLAMABAD**

NIT Amount	RS.19,829,737/-
Earnest Money	Rs.594,893/-
Completion Period	90 Days

CERTIFICATE:

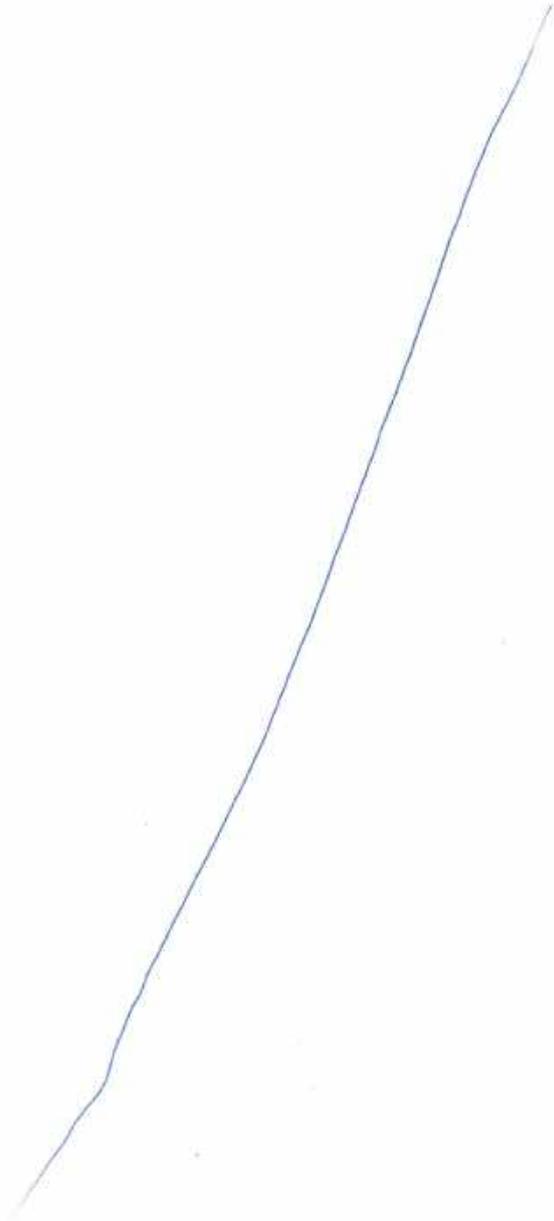
Certified that this NIT/Bidding Documents consists of Page-01 to Page-70
(Contains Page from One to Seventy Only)

- I. Instruction to Bidder & Bidding Data
- II. Form of Bid & Schedule to Bid including B.O.Q
- III. Conditions of Contract & Contract Data
- IV. Standard Forms
- V. Specifications
- VI. Special Terms & Conditions


Deputy Director,
Mechanical Division-I, CDA

D.D.

[Handwritten signature]



[Faint handwritten scribbles]



CAPITAL DEVELOPMENT AUTHORITY
E&M Development Directorate

Name of Work: PROVIDING/ INSTALLATION OF STREET LIGHTS IN INTERNAL STREETS OF SECTOR I-11/1, ISLAMABAD

NIT Amount	Rs.19,829,737/-
Earnest Money	Rs.594,893/-
Completion Period	90 Days
DLP Period	365 Days


Deputy Director,
Mechanical Division-I, CDA


(**FAIQ ALI**)
Director, E&M (Deployment),
CDA

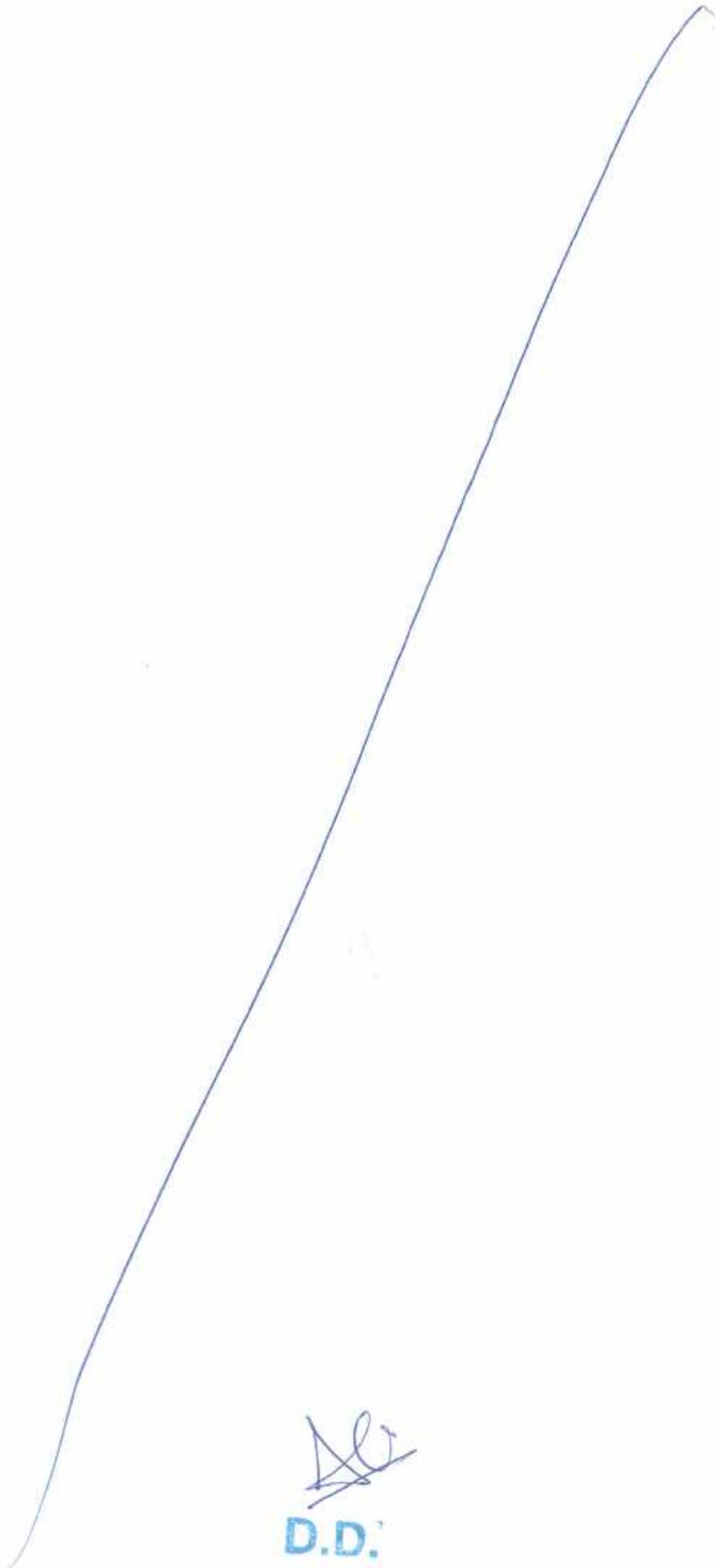

(**MIAN IRFAN JAVED**)
Director General (E&M), CDA

NIT has been approved for Rs.19, 829,373/- (Rupee Ninety Million Eight Hundred Twenty Nine Thousand Three Hundred and Seventy Three only) by the DG (E&M), CDA vide Para 86/N.


Director (E&M) Development, CDA.

Signature affixed as per CDA Board Decision 02.06.2021 vide letter No. CDA/FW(G)-44(8)/BOI/2021-22/35 dated 13.08.2021

~~Del~~
D.D.



~~Del~~
D.D.



CAPITAL DEVELOPMENT AUTHORITY
E&M Development Directorate

INVITATION FOR BIDS

NAME OF WORK: PROVIDING/ INSTALLATION OF STREET LIGHTS IN INTERNAL STREETS OF SECTOR I-11/1, ISLAMABAD

1. The prospective bidders are required to provide the Bid Security / Earnest Money in the shape of **Deposit at Call (CDR) generated from firm's account** clearly indicating the **Name of Firm** issued by local scheduled bank in favor of **Deputy Director, Mechanical Division-I, CDA** in his office located at Room No.47, Ground Floor, Old Naval Head Quarter G-6, Islamabad before closing hours on 04-12-2025. **(Bids of firms who have not provided bid security in original will be marked as non-responsive).**
2. Detailed bidding document containing bidding data, special terms & conditions, BOQ and technical evaluation criteria are available on EPADS at <http://eprocure.gov.pk>.
3. The prospective bidders are required to submit their bids electronically through **E-PADS** at <http://eprocure.gov.pk> by uploading readable PDF files- before closing date & time in accordance with the provisions of **Rule 36(b)** (single stage two envelope bidding procedure) of Public Procurement Rules 2004
4. The prospective bidders are also required to submit uploaded copy of **Technical Bid** of each work clearly indicating name of work on the face of envelope along with an **undertaking on Stamp Paper duly attested by notary public worth not less than Rs.50/-**, in which firm / contractor undertakes that all the requisite documents / information provided in the technical bids are genuine & correct and if any information or document is found incorrect or fictitious the firm / contractor is liable for disqualification and legal action under the law. Further it is also undertaken that firm has neither involved in any litigation nor black listed by any government, semi government or autonomous body in Pakistan. **(Firms who have not provided the undertaking along with technical bids will be marked as non-responsive).**
5. Firms must be submitted an attested hard copy of Technical Bid before closing hour.
6. Financial Bid of only technical qualified firms/ Bidders will be opened in later; date and time of financial bid opening will be informed accordingly
7. Tenders will be opened on EPAD system in the office of Director E&M (Development) located at Room No.49, Ground Floor, Old Naval Head Quarter G-6, Islamabad on schedule date and time in the presence of prospective bidders or their representatives who may choose to be present as PPRA Rules.
8. In case the total bid amount is less than 10% below the NIT amount, the Bidder shall enclosed call deposit (CDR) in original with financial Bid as performance security equal to the different between NIT amount less 10% of NIT amount .That is, required performance security = Nit amount (-) total bid amount (-) 10% of NIT amount .This call deposit shall be in addition to the bid security / earnest money for the work. Bid having rates below the 10% of NIT cost not carrying the call deposit (CDR) shall be rejected and performance security of the successful bidder shall be released after completion of the project.
9. CDA may reject all bids or proposals at any time prior to the acceptance of a bid or proposal and **conditional bids** will also be rejected on the spot as per PPRA Rules.
10. The Bid Security / Earnest money of unsuccessful bidders will be retained / deposited in CDA bank account and released in the favor of firm's account only after acceptance of bid.
11. Tender Notice can be seen & downloaded on both CDA website www.cda.gov.pk and PPRA website www.ppra.com.pk, whereas, tender document can be downloaded from EPADS at <http://eprocure.gov.pk>.

DEPUTY DIRECTOR (Mechanical Division-I), CDA
Room No. 47 (Ground Floor), Old Naval QH G-6 Markaz Islamabad,
CDA Head Quarters G-6 Markaz, Islamabad.



INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called "the Employer") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Employer has arranged funds from its own sources.

IB.2 Eligible Bidders

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

- a) Duly licensed by the Pakistan Engineering Council (PEC) & Electrical License in the appropriate category for value of Works.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
4. Specifications
5. Drawings, if any

**IB.5 Clarification of Bidding Documents**

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS**IB.7 Language of Bid**

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

- 8.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the Instructions contained therein & in accordance with Sub-Clause IB14.3.
 - (d) Bid Security furnished in accordance with Clause IB.13.
 - (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
 - (f) Documentary evidence in accordance with Clause IB.11
 - (g) Documentary evidence in accordance with Clause IB.12.



IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the qualification criteria stipulated in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favor of the Employer valid for a period up to twenty-eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.



- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) Furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) Sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.



The cost of making good any deficiency resulting from technical non-compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of price from other bidders, the price will be estimated by the Engineer/Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

(iii) Price Adjustment for Deviation in Terms of Payments

Refer to Bidding Data

IB.17 Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to 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.
- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

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

IB.19 Award Criteria & Employer's Right

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been

determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.

- 19.2 Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.




D.D.

BIDDING DATA


D.D.



BIDDING DATA

The following specific data for the works to be held shall complete, amend or supplement the Provisions in the Instruction of Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Reference to Instruction to Tender	Bidding Data
I.B-1 1.1	<p>Name & Address of The Employer: The Chairman, Capital Development Authority (CDA), CDA Complex, Block-IV, Soharwardi Road, Sector G-7/4, Islamabad.</p> <p>Name & Address of The Engineer: The Member (Engineering), Capital Development Authority (CDA), CDA Complex, Block-IV, Soharwardi Road, Sector G-7/4, Islamabad.</p> <p>Name of Project & Summary of the Work: Name of Work: <u>PROVIDING/ INSTALLATION OF STREET LIGHTS IN INTERNAL STREETS OF SECTOR I-11/1, ISLAMABAD</u></p>
I.B-1 1.2	<p>Source of Funds Delete the text and substitute as follow: "The funds are chargeable from Main Head – CDA Source – Self Financing"</p>
I.B-2 2.2	<p>Eligible Bidders: Add new Sub-Clause 2.2 as follow: Bidders shall provide such evidence of their eligibility satisfactory to the Employer as the Employer shall reasonably request.</p> <p>The bidder has the financial and technical capability necessary to perform the Contract as follow:</p> <ol style="list-style-type: none"> 1. Contractor must have the valid Pakistan Engineering Council (PEC) License with appropriate category & codes and Electrical License issued by Electrical Inspector Islamabad. 2. Contractor must have relevant experience to execute the work. 3. Contractor must possess the financial soundness to carry out the work.
I.B-5 5.1	<p>Clarification of Bidding Documents:</p> <p>Deputy Director, Mechanical Division-I Capital Development Authority, Room No.47, Ground Floor Old Naval HQ Sector G-6 Markaz Islamabad.</p> <p>Time limit for clarification: 07 days instead of 10 days prior to the deadline for submission of Tender / Bid</p>



	<p>Any neglect or failure on the part of the bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the works, the rates, total amounts and the contract shall not relieve the bidder whose bid is accepted from any risks or liabilities or from the responsibilities of completing and handing over the works.</p> <p>The rates and prices set down by the Bidder against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described there under and shall be deemed to include all costs of performing the works including all taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the contract.</p>
I.B-13	Bid Security
13.1	Amount of Bid security Rs.594, 893/- (Rupees Five Hundred Ninety Four Thousand Eight Hundred Ninety Three only) in the shape of Deposit at Call (CDR) valid for a period of 30-days beyond the Bid Validity Date . The bid security should be generated from firm's account clearly indicating the Name of Firm issued by local scheduled bank in favor of DDO (Mechanical Division-I) in the office of Dy. Director (Mechanical Division-I), CDA and shall submit, before the deadline for submission of bids in Original physically in his office located at Room No.21 (First Floor), Block-03, CDA Head Quarters G-7/4, Islamabad (Bids of firms who have not provided bid security in original will be marked as non-responsive). The Bidder shall also upload the scan copy of bid security CDR on distinct standard entry at e-PADS to be furnished as part of his e-Bid.
13.3	
I.B-14	Validity of Bids, Format, Signing and Submission of Bid
14.1	Period of Bid Validity is 120 Days after the date of Bid opening.
14.4	Number of copies of the bid to be completed and returned: One No Bid {original} and one copy along with original bid security
14.6	Employer's address for the purpose of Bid submission: Director E&M (Development),CDA Capital Development Authority, Islamabad Name and Number of Contact: Name of Work: <u>PROVIDING/ INSTALLATION OF STREET LIGHTS IN INTERNAL STREETS OF SECTOR I-11/1, ISLAMABAD</u>
I.B-15	Deadline for submission, Modification & Withdrawal of Bids:
15.1	As notified in "Notice Inviting Bids"
I.B-16	Bid Opening, Clarification and Evaluation
16.1	Venue: Office of Director E&M (Development), CDA Islamabad Time and Date: As notified in the "Notice Inviting Bids"
16.4	(i) The bid is valid till required period (ii) The bid prices are firm during currency of contract (if it is fixed price bid) (iii) Completion period offered is within specified limits (iv) The Bidder/Manufacturer is eligible to Bid and possess the requisite experience, capability and qualification. (v) The bid does not deviate from basic technical requirements and (vi) The bid prices are generally in order,without any condition etc.
16.9	PRICE ADJUSTMENT: Price adjustment is not applicable in this contract
I.B-21	Add the following paragraphs
21.3	The performance security shall be equal to an amount of 10% of the contract price or as stated in the letter of acceptance. Such security shall be in the form of either (a) unconditional, irrevocable Bank Guarantee from any Schedule Bank of Pakistan acceptable to the employer or (b) unconditional, irrevocable Bank Guarantee from a Bank Located outside Pakistan duly counter –guaranteed by a Schedule Bank of Pakistan in favor of Employer valid for a period till 28 days beyond the defect liability period.

I.B-23 23.1	Alternate proposals by bidders Alternate proposals by Bidders are not invited. Bidders will only quote for the bidding design/drawings& specifications.
I.B-24 24.1	Pre- Bid Meeting Pre-Bid Meeting are not Invited
I.B-25 25.1	Site Visits The bidder or his authorized representative shall visit and inspect the site of the works including the areas surroundings to be used for contractor's Camp, on his own responsibility and at his own expense, and obtain all the information from his own sources, which may be necessary for preparing the Bid. The Employer may assist but will not take any responsibility for the supply or correctness of the information. The bidder, shall before submitting his bid, satisfy himself in all respects including the following: <ol style="list-style-type: none">a. <u>The existing facilities in the vicinity of the site of work, the hydrological and climatologically conditions, the form and nature of the site of work.</u>b. <u>The quantities and nature of the work and materials necessary for completion of the Works.</u>c. <u>The means of access to the site of Work and exit from the Site.</u>d. <u>The available accommodation on land for Contractor's Camp within or outside of site of Work.</u>e. <u>All necessary information as to risks, contingencies and other circumstances, which may influence or affect the Tender.</u>f. <u>The type and nature of solid existing in area of work.</u>g. <u>The existing condition at site.</u> Each bidder shall also enquire and satisfy himself as to the source, the quantity of supply, sufficiency of and the means of obtaining and transporting all plant, material, labour fuel, water electricity, and other matters or things required for or in connection with the works. In preparing the Bids, Bidders shall also consider his obligation to adequately store all materials and maintain existing facilities and all Temporary Works during the period of their usage. The Bidder must make local inquires as to the physical conditions prevailing at the site and obtain his own information on all matters and things that may in any way influence him in making Bid and fixing the rates in the Bill of Quantities. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in accordance to the contract to be entered into by him should his Bid be accepted. The Bidder shall make his own investigation, enquiries and assessments, on all matters, of all conditions of existing constructions at the site and its vicinity, to his satisfaction before submitting his bid.

D.D. *AW*

FORM OF BID AND SCHEDULES TO BID

AW

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

PROVIDING/ INSTALLATION OF STREET LIGHTS IN INTERNAL STREETS OF SECTOR I-11/I, ISLAMABAD

To:

Director E&M (Development), CDA
Capital Development Authority
ISLAMABAD.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of _____ and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favor or made payable to you and valid for a period of twenty-eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.



D.D. 

Dated this _____ day of _____, 2025

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____



SCHEDULES TO BID INCLUDE THE FOLLOWING:

1. SCHEDULE – A to Bid: Schedule of Prices
2. SCHEDULE – B to Bid: Specific Work Data
3. SCHEDULE – C to Bid: Works to be performed by Sub-Contractors
4. SCHEDULE – D to Bid: Proposed programme of work
5. SCHEDULE – E to Bid: Method of performing work
6. SCHEDULE – F to Bid: Integrity Pact



SCHEDULE -A TO BID

BILL OF QUANTITIES / SCHEDULE OF PRICES

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 Contractor and verified the Engineer and valued at the rates 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, expect in so far as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the contract, or for any other cause, as on the date 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. 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.
5. The estimated unit rates and total amounts are provided for each item in the Bill of Quantities by the Employer. The bidder is required for each item in the Bill of Quantities by the Employer. The bidder is required to offer premium / above or discount / below the total estimated cost at the placed provided for the purpose in the summary of Bill of Quantities
6. All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

Summary of prices (Abstract + BOQ)



D.D.

CAPITAL DEVELOPMENT AUTHORITY
E&M Development Directorate

SUBJECT:		<u>PROVIDING/ INSTALLATION OF STREET LIGHTS IN INTERNAL STREETS OF SECTOR I-11/1, ISLAMABAD</u>	
ABSTRACT OF COST			
(A) - MRS PUNJAB- SCHEDULE RATES		RS.	14,197,093/-
Percentage		Above / Below	RS.
TOTAL - A		RS.	
(B) - NRS ITEMS		RS.	5,632,644/-
Percentage		Above / Below	RS.
TOTAL - B		RS.	
TOTAL ESTIMATED / NIT COST		RS.	19,829,737/-
TOTAL BID COST		RS.	
Note: The contractor is required to give percentage in figure & words separately to put tender.			
Name of Firm/Contractor			
Address of Firm/Contract			
Earnest Money/Call Deposit Amount			
Call Deposit No. & Date			
Name of Bank			
Signature / Seal of Contractor / Bidder			

 D.D. 27-

CAPITAL DEVELOPMENT AUTHORITY
Mechanical-1 Division
P/L OF STREET LIGHTS IN INTERNAL STREETS OF SECTOR 1-11/1, ISLAMABAD

Name of Works: **Part-A (MRS-2024 Items 01-07-2024 to 31-12-2024)**

S.No.	Ref.#	Description	Qty	Rate	Unit	Amount
1	3/7 P-25	Earthwork excavation in open cutting upto 5'-0" (1.5 m) depth for storm water channels, drains, siltage drains in open areas, roads, streets, lanes, including under pinning of walls and shoring to protect existing works, shuttering and timbering the trenches, dressed to designed level and dimensions, trimming, removal of surface water from trenches, back filling and surplus excavated material disposed of and dressed within 50 ft. (15 m) lead:- i) ordinary	1,059 Cum	Rs 472.10 Four Hundred Seventy Two & One Zero Paisa Only	P/m ³	Rs.499,953.90
2	6-6/ P-39	Providing and laying reinforced cement concrete (including prestressed concrete), using Ordinary Portland Cement / Sulphate resisting cement / Slag cement as may be required; coarse sand and screened graded and washed aggregate, in required shape and design, including forms, moulds, shuttering, lifting, compacting, curing, rendering and finishing exposed surface, complete (but excluding the cost of steel reinforcement, its fabrication and placing in position, etc.); (a) (i) Reinforced cement concrete in roof slab, beams, columns lintels, girders and other structural members laid in situ or precast laid in position, or prestressed members cast in situ, complete in all respects:- (3) Type C (nominal mix 1 : 2 : 4)	30 Cum	Rs 26069.70 Twenty Six Thousand Sixty Nine & Seven Zero Paisa Only	P/m ³	Rs.782,091.00
3	24/6 P-156	Supply and erection PVC pipe for recessed wiring (main and & sub-main) purpose, including bends, specials, etc. in floor, wall or trenches:- i) 50 mm i/d	300 M	Rs 779.30 Seven Hundred Seventy Nine and Three Zero Paisa Only	P/MTR	Rs. 233,790.00
4	24/60 P-165	Supply and erection of shock insulator, medium size	110 No.	Rs 497.90 Four Hundred Ninety Seven & Nine Zero Paisa Only	Each	Rs.54,769.00
5	24/71 P-166	Supplying, installation testing and commissioning of Octagonal shape electric street light pole, made of hot dipped 4.5 mm thick (7 SWG) galvanized steel, tapered from 225 mm at bottom to 100 mm at top, with 1500 mm x 60 mm x 4mm thick dia. arm for luminaire installation, duly G.I. welded with 470x470x20 mm base plate with the help of 4 no triangular stiffeners 100x350x20 ^{mm} of GI sheet, with built in junction box with shutter, i/c the cost of nuts & J-rag bolts, duly fixed in pre-laid concrete foundation. foundation will be paid additionally as approved and directed by the Engineer in charge a) Single Arm i) 8 mtr height	40 No.	Rs.134,418.75 One Hundred Thirty Four Thousand Four Hundred Eighteen & Seven Five Paisa Only	Each	Rs.5,376,750.00



D.D. 

D.D. 
- 28 -

D.D. 29-

6	24/72 P-167	Supplying, installation and commissioning of LED Cobra-head Luminaries of specified wattage and lumens conforming to IP 66 & IK 08 or above Philips/ Osram/Thorn or NEECA approved equivalent manufacturer with corrosion resistant die casted Aluminum housing, silicon gasket in special groove, UV stable & scratch resistant synthetic materials, thermally hardened glass complete with LED Chip (Philips Lumileds/ Cree/ Nichia/Osram make or equivalent approved manufacturer), programmable LED driver(Harvard/TC/Lumotech /Philips/ VOSSLOH Schwabe/ Lightech make or approved equivalent manufacturer), minimum 10kV surge protection rating device/c thecost of all accessories /components required for proper operation, fully flexible for future upgradation and easy replacements for maintenance purposes, bucket elevator charges as approved and directed by the Engineer incharge. b) 130 Lm/Watt (iv) 90 Watt with 11700 Lumens	88 Nos.	Rs.82,383.40	Each	Rs.7,249,739.20
Total (MRS Items)					=	Rs.14,197,693.10

29/

D.D. ~~AK~~ 30

D.D. 30 ~~AK~~

 D.D. 31-

Part-B: Non Schedule Rates / local MKT Items					
S.#	Ref.#	Description	Qty	Rate	Amount
7	Non Schedule Rates	P/L Main/Sub-Main cable PVC/PVC Sheathed aluminum conductor 3000/500 v and 600/1000 volts of approved make and quality (New age/Pakistan/AGE Cable/Golden Star/Fast cable or Approved Equivalent) in already excavated trenches/ laid UPVC pipes/poles I/C making all electric connections as required at site and as per satisfactions of Engineer-in-charge.			
8	do	i. 95 mm ²	200 Mtr	Rs.622.00 Six Hundred Twenty Two Rupees Only	Rs.124,400.00
9	do	ii. 70mm ²	2,816 Mtr	Rs 478.00 Four Hundred Seventy Eight Rupees Only	Rs.1,346,048.00
10	do	iii. 10mm ²	1,024 Mtr	Rs 241.00 Two Hundred Fourty One Rupees Only	Rs.246,784.00
11	do	Supply and erection of ACSR Rabit (50mm ²) Aluminum PVC-Covered conductors for overhead power line cable complete electric connections as required at site and as per instructions of the engineer-incharge (New age/Pakistan/AGE Cable or Approved Equivalent)	3,252 Mtr	Rs-465.00 Four Hundred Sixty Five Rupees Only	Rs.1,512,180.00
12	do	Manufacturing and installation of sectional tubular High mast pole 25' long as per drawing and design having size 5" dia 5 mm thick, 3" dia 3.65 mm thick i/c M.S plate size 24" dia 3.65 mm thick round at top of the pole/mid steel pipe and to be welded the pole firmly in good finish to alignment and to be fix on 18" x 18" x 3/8" thick flat plate thick, nut bolt fix on prepared foundation size 2'x2'x2', 4' deep and 1' above the ground level having ratio 1:2:4 (cement, sand, crash hurt) i/c cost of 04 Nos of M.S.J. Bolts/sash 5" long of 7/8" dia and 08 Nos. nuts bolts & washers and 02 Nos. of PVC pipe of 2" dia for the termination of cables, after back filling of excavated material of required i/c providing / fixing of G.I earth rod 10' long 5/8" dia with cost of G.I. wire of 5 SWG and i/c all connection as required at site and as per instructions of Engineer in charge.	2 Nos.	Rs 60,000.00 Sixty Thousand Rupees Only	Rs.120,000.00
13	do	Providing / Installation of 100watts LED Flood light fixtures. (Make Philips ,GE , Sunlight, Butterfly, or equivalent) complete in all respect made of die-cast aluminium. confirming to international standard suitable for Street Lights	8 Nos.	Rs 36,632.00 Thirty Six Thousand Six Hundred Thirty Two Rupees Only	Rs.293,056.00

 D.D.

D.D. ~~32~~

D.D. ~~32~~

D.D. 33

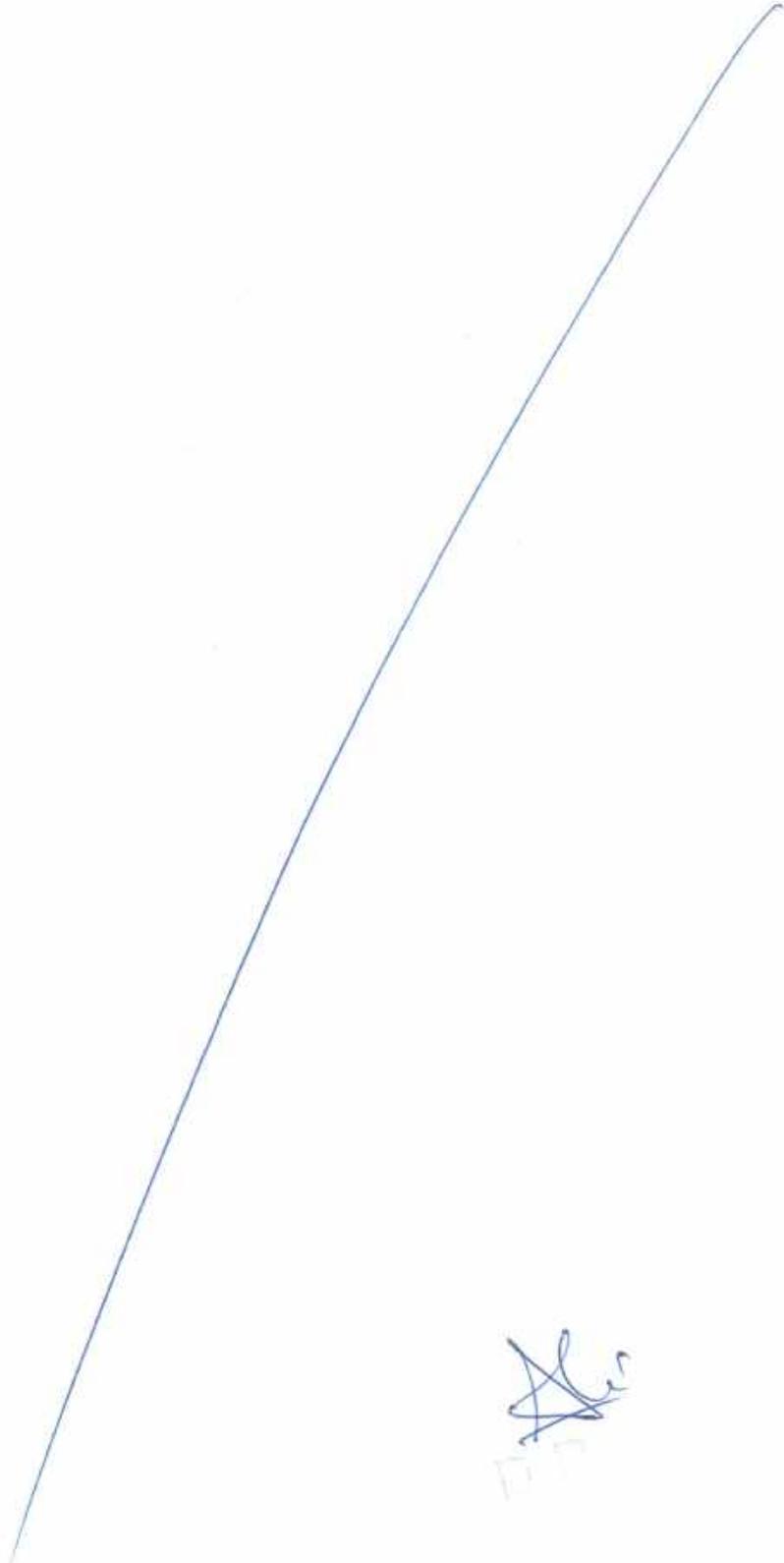
14	do	Making horizontal thrust boring across the road as per site requirement and up to the entire satisfaction of the Engineer-in-Charge, i/c cost of 4" dia high density polyethylene pipe as required at site.	300 M	Rs 2,706.00 Two Thousand Seven Hundred Six Rupees Only	P/m	Rs.811,800.00
15	do	Cutting of trenches 6" wide and 9" deep through bituminous roads for laying of PVC pipe (excl. cost of PVC pipe) i/c dismantling of kerb stones edge stones channels as required and refilling with cement concrete 1:2:4 (1 cement 2 sand 4 crushed bgr) watering ramming complete re-fixing of edges stones kerb stones or channels in cement mortar 1:4 and complete as per instructions of the Engineer-in-Charge.	300 M	Rs 846.00 Eight Hundred Forty Six Rupees Only	P/m	Rs.253,800.00
16	do	P/F of G.I bend 2 Dia 6.5' long banded with required angle fixing at WAPDA RCC Pole with 2 Nos. M.S Clamps with nut bolts etc. as required at site and directed by Engineer-in-charge.	48 Nos.	Rs 4,800.00 Four Thousand Eight Hundred Rupees Only	Each	Rs.230,400.00
17	do	P/F of G.I earth rod 10' long, 5/8 dia incl. cost of G.I wire 8 SWG and connecting clamp and thimble with nut, bolt etc. as required at site.	40 Nos.	Rs 3,527.00 Three Thousand Five Hundred Twenty Seven Rupees Only	Each	Rs.141,080.00
18		Installation of earthing system for street light/road lightly excavation of pit 0.91Mx0.91Mx6.09M with copper plate size 300mmx300mmx3mm thickness including G.I Pipe 23mm, copper wire 16mm bare conductors SC/one and laying of earthing cable (ECC) 2.5mm PVC/PVC Solid conductor for earthing of light poles i/c all electric connections, testing commissioning as required at site and as per instructions of the engineer-in-charge.	1 Nos.	Rs 123,003.00	Each	Rs.123,003.00
19	do	P/Fixing of Junction Box made of 18 SWG M.S Sheet size 9" x 12" x 6" with locking arrangement as per approved sample duly painted i/c fixing of 2 Nos. P.G clamps fitted on bakelite sheet for fixing the incoming and outgoing cables. The box will be fixed with the IESCO pole with the help of grouted legs channel 02 Nos 2" long. It also includes proper electric connections, testing, commissioning up to entire satisfaction of Engineer-in-Charge. (grouted Box)	40 Nos.	9,129.00 Nine Thousand One Hundred Twenty Nine Rupees Only	Each	Rs.365,160.00
20		P/F Testing Commissioning of D Boxes 02 Nos. made from 18 SWG MS sheet having the capacity to accommodate the following duly welded with MS base plate with supporting webs on sectional tubular poles having size 03 meters, 3" dia, 2.90 MM thick and 03 meters 04" (100MM) thick as per drawing & design attached. 1. D Box to be installed at the top of the poles as per consisting of the following items, a) Box size 18"x12"x10" with one coat of red oxide 02 coat of synthetic enamel silver paint with locking arrangement = 01 No. b) Neon bulb = 02 Nos. c) Magnetic Contractor relay 240-300 Amps green power / National / LG imported = 01 No. d) Photo cell unit 10-16 amps National Japan with 7 D36 copper conductor with thimble from photo cell to magnetic contractor = 01 No. 2. D Box to be installed at the bottom of the pole as per consisting of the following items, a) MS Box size 18"x14"x10" with one coat of red oxide 02 coat of synthetic enamel silver paint with locking arrangement = 01 No. b) Bus bar aluminum strip size 12"x1-1/2"x1/4" having five holes for cable fitted on porcelain cleats. c) Neon bulb = 02 Nos d) PCC foundation for size 2"x2" (Ratio 1:2:4) e) P/Fixing of Earth Rod 10' long, 5/8" dia i/c cost of wire 8 SWG and connecting thimbles, nuts/bolts to be fixed in foundation with clamps attached with pole to earth rod as required and as per instruction of Engineer in charge.	1 Nos.	Rs 64,933.00 Sixty Four Thousand Nine Hundred Thirty Three Rupees Only	Each	Rs.64,933.00
Total (Market Items)					=	Rs.5,632,644.00
Grand Total					=	Rs.19,829,737.10

Deputy Director Mech-I, CDA

~~3~~
D.D.

~~34~~
D.D.
- 34 -


D.D.




D.D.

SCHEDULE - B TO BID

SPECIFIC WORKS DATA

Last Project Reference (mention three project names related to work)

As per BOQ and Work.



D.D. [Signature]

WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
-------------------------------------	-------------------------------------	--

Note:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

[Signature]

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a Programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The Programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

D.D. 

SCHEDULE - E TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and electrical, mechanical, electronic, plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.


D.D.

[Handwritten signature]
D.D.

SCHEDULE – F TO BID

(INTEGRITY PACT)

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

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

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:
[Seal]

Signature:
[Seal]

[Handwritten signature]
D.D.

D.D. 

PART-I

CONDITIONS OF CONTRACT

PART-I: GENERAL CONDITION OF CONTRACT


D.D.

TABLE OF CONTENTS

CONDITIONS OF CONTRACT

<i>Clause No.</i>	<i>Description</i>
1.	General Provisions
2.	The Employer
3.	Engineer's/Employer's Representatives
4.	The Contractor
5.	Design by Contractor
6.	Employer's Risks
7.	Time for Completion
8.	Taking Over
9.	Remedying Defects
10.	Variations and Claims
11.	Contract Price and Payment
12.	Default
13.	Risks and Responsibilities
14.	Insurance
15.	Resolution of Disputes
16.	Integrity Pact


D.D.

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Employer's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Employer's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 "Employer" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 "Party" means either the Employer or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

- 1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE EMPLOYER

2.1 Provision of Site

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

2.2 **Permits etc.**

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

2.3 **Engineer's/Employer's Instructions**

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

2.4 **Approvals**

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

3. **ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

3.1 **Authorized Person**

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

3.2 **Engineer's/Employer's Representative**

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

4. **THE CONTRACTOR**

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

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

4.3 **Subcontracting**

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

D.D.

4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen(14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having atleastAA rating from PACRA/JCR for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen(14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen(14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

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

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;

D.D.

- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remediating Defects

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

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

9.2 Uncovering and Testing

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

AD

D.D. 

10.3 **Early Warning**

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

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

10.4. **Valuation of Claims**

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

10.5 **Variation and Claim Procedure**

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

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days' rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.



Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

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

11.4 Retention

Retention money shall be paid by the Employer to the Contractor within fourteen(14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty-one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

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

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

12.2 Defaults by Employer

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent(20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent(10%) of the value of parts of the Works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

13.2 **Force Majeure**

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

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

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

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

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

14. **INSURANCE**

14.1 **Arrangements**

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

14.2 **Default**

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

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

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

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the

Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

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

15.3 Arbitration

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

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

- (b) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (c) terminate the Contract; and
- (d) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

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


22

[Handwritten signature]

CONDITIONS OF CONTRACT

PART-II- CONTRACT DATA

[Handwritten signature]
D.D.

DEFINATION AND INTERPRETATION**1.1 Definitions**

- (a) (i) The Employer is the Chairman, Capital Development Authority, Block-IV, Sector G-7/4, Islamabad
- (a)(ii) The Engineer is Member (Engineering) Capital Development Authority, Block-IV, Sector G-7/4, Islamabad or any other competent person appointed by the Employer, and notified to the contractor, to act in replacement of the Engineer provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.
- (a) (iii) **Engineer's Duties and Authority**

The Engineer is Member (Engineering) Capital Development Authority, Block-IV, Sector G-7/4, Islamabad or any other competent person appointed by the Employer, is fully empower to carrying out his duties.

Consenting to the sub-letting of any part of the Works under Sub-Clause 4.3 Subcontracting”.

- a) Any action under Clause 4.4 “Performance Security” and Clauses 14 “Insurance”
- b) Certifying additional cost determined under Sub-Clause 11.1
- c) Any action under Clause 12.4 “Suspension”.
- d) Any action under Clause 7.3 “Extension of Time for Completion”
- e) Any action under Clause 7.4 “liquidated Damages for Delay”
- f) Issuance of “Taking over Certificate” under Clause 8.2
- g) Issuing a Variation order under Clause 10.1, expect:

Release of retention money to the contractor under Sub-Clause 11.4

Issuance of “Final Payment Certificate” under Sub-Clause 11.5

Issuance of “Defect Liabilities Certificate” under Sub-Clause 9.3

(Note: Employer may further vary according to need of the project)

* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the contract, instruct the contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with contract provision and shall notify the Contractor accordingly, with a copy to the Employer.)

- (a) (iv) “Bidder or Tender” means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.
- (a) (v) The word “Tender” is synonymous with “Bid” and the word “Tender Documents” with “Biding Documents”.
- (a) (vi) “Programme” means the programme to be submitted by the Contractor in accordance with Sub-Clause 7.2 and any approved revision thereto.

1.1.10 Delete the text and substitute as below:

“Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for execution and completion of the Works subject to such additions thereto or deductions therefore as may made an remedying of any defects therein in accordance with the provisions of the Contract. Their cost includes each and every overheads and similar charge including have to pay Government Taxes time to time assign by Government of Pakistan.

1.1.20 Delete the text and substitute as below:

The Engineer is Member (Engineering) Capital Development Authority, Block-IV, Sector G-7/4, Islamabad, or any other competent person appointed by the Employer, and notified to the Contractor, to in replacement of the Engineer. Provided always that expect in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, dispute and claims relating to the execution of the Works during his tenure.

1.3 Priority of Documents:

The priority of documents as listed below will prevail, if an ambiguity or discrepancy is found in the documents.

- 1) The Contract Agreement
- 2) The Letter of Acceptance
- 3) Addenda (if any)
- 4) Special stipulations (Schedule – A to Bid)/the priced Bill of Quantities
- 5) The completed Form of Bid
- 6) The Particular Conditions of Contract Data – Part II
- 7) Conditions of the Contract Data – Part I
- 8) The specifications
- 9) Drawing
- 10) Bidding Data/Instructions to Bidders
- 11) The completed Schedule to Bid (B, C, D, E & F);
- 12) Special Terms and Conditions.

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

1.4 Law:

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

3. Engineer's/Employer's Representative

The following paragraph is added:

- 3.1** The Employer shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

The following Sub-Clause 3.3 and 3.4 are added:

3.3 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibly and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the contractor, any subcontractor, any of their representative or employees or any other person performing any portion of the Works.

D.D.

3.4 Replacement of the Engineer

"If the Employer intends to replace the Engineer, the Employer shall, not less than 14 before the intended date of replacement, give notice to the contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the contractor raises reasonable objection by notice to the Employer, with supporting particulars."

4.3 ASSIGNMENT AND SUB-CONTRACTING

The following Sub-Clauses 4.39(i) and 4.3(ii) are added

4.3(i) Approval of Sub-Contractors List

Where a list of Sub-contractors is provided by the contractor under schedule C to Tender, the sub-contractors in that list shall be subject to the prior approval of the Employer and acceptance of bid does not imply approval of sub-contractors list. The extent and nature of the works to be sub-contracted shall be subject to the approval of the Employer.

The contractor is permitted to employ sub-contractors not more than 30% of their contract work. In case of violation of this rule, punitive action not excluding termination of is liable to be taken against the defaulters.

4.3 (ii) Inter disputes of Contractor and Sub-Contractors

In the event of dispute or whatsoever nature arises between the contractor and his sub-contractor, the contractor shall indemnify the Employer and the Engineer against such inter-disputes, resulting litigations and shall not nominate Employer or the Engineer as "Respondents" or "Witnesses" in the court of Law in the process of these litigations.

4.4 Performance Security

The text is deleted and substituted with the following:

The contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the contract price stated in letter of acceptance. Such security shall, at the option of the Bidder, in the form of Bank Draft or Bank Guarantee valid 28 days beyond the defect liability period.

The cost of complying with requirements of this Sub-Clause shall be borne by the contractor.

The following Sub-Clause 4.4(i) is added:

4.4(i) Performance Security Binding on Variations and Changes

The performance security shall be binding irrespective of changes in the quantities or variations in the works or extensions in Time for completion of works which are granted or agreed upon under the provisions of the contract.

Without limitations to the provision of preceding paragraph, whenever the engineer determines an addition to the contract price as of result of change in cost and/or legislation or as a result of variation amopunting to more than 25% of contract price, the contractor, at the Engineer's written request, shall promptly increase the value of performance security by an equal percentage in accordance with the provision of Sub-Clause 4.4

5. Design by Contractor

Clause 5.1 & 5.2 deleted and substituted as below:

Contractor has to execute the work as per drawing design part of bidding documents.

6. Employer's Risk

6.1 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

- a) Insofar as they directly affect the execution of the works in Pakistan:
 - i. War and hostilities (whether war be declared or not), invasion, act of foreign enemies
 - ii. Rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - iii. Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - iv. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
 - v. Riot, commotion or disorder, unless solely restricted to the employees of the contractor or of his sub-contractors and arising from the conduct of the works.
- b) Loss or damage due to the use or occupation by the Employer of any section or part of the permanent works, except as may be provided for in the contract;
- c) Loss or damage to the extent that it is due to the design of the works, other than any part of design provided by the contractor or for which the contractor is responsible; and
- d) Any operation of the forces of nature (insofar as it occurs on the site) which an experienced contractor
 - i. Could have reasonably foreseen, or
 - ii. Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measure
 - a. Prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - b. Insure against

7.2 Programme

The programme shall be submitted by the contractor with 14 days from the date of receipt of letter of Acceptance to the contractor.

7.4 Liquidity Damages

The contractor shall pay the amount 0.01% of the contract price for each day of delay in completion of the works subject to a maximum of 10% of contract price, as stated in letter of Acceptance or preamble. The Member (Engineering), CDA is empowered to apply liquidity damages for delay.

8.2 Completion Inspection

Replace Clause 8.2 with following texts

For the purpose of Sub-Clause 8.1, 8.2, tests on completion shall be deemed to include a joint inspection of the substantially completed works by the Employer's Representative, Engineer/Engineer's Representative and the contractor or such other tests proposed by the Engineer.

D.D. 

The representative of the Engineer in pursuance of the Inspection recommendations of the committee shall within 28 days of the date of delivery of the notice mentioned under Clause 48.2 shall recommend to the Employer/tender accepting authority for the issuance of taking-over certificate. While recommending the certificate of completion as aforesaid, the Employers/Engineer may identify any outstanding items of work which the contractor shall undertake during Maintenance Period.

9. **Remedying Defects**

The following Sub-Clauses 9.3, 9.4, 9.5, 9.6 are added:

9.3 **Final Hand-Over**

At the end of defect liability period or the extended period, if any, stipulated in the contract, the Employer on application of the contractor shall decide the members of the final hand-over committee in the same manner as stated in Clause 8 of the conditions of contract for the taking-over certificate, and announce the same to the contractor. The committee or the directorate concerned, after investigation of the works, if satisfied that there are no deficiencies or defects due to the work of the contractor, shall certify the final handing-over, and the Engineer will then issue "Defect Liability Certificate" or permission

9.4 **Making Good Damages to Services, Earth-faces etc.**

The Contractor shall make good at his own cost, all damages to telephone, telegraph and electricity cables or wires, sewers, water or other pipes expect where the Authority, Employer or private party owning or responsible for the same elects to make good the damages.

All injury to the surface of the land, to the beds of water courses, protecting banks, riverbeds, etc. where disturbed by the Works (other than where specifically ordered by the Engineer) shall be repaired by the Contractor or the authorities concerned, at the Contractor's expense. All such making good shall be to the satisfaction of the Engineer.

9.5 **Maintenance and Defects Liability Period**

The Defects Liability for the Works shall be **12 Months** from the date of completion of the Works certified by the Engineer in the Taking over Certificate. The Contractor shall be responsible to make rectification of the items on the punch list issued by the Engineer and as otherwise required under the Contract without any cost to the Employer within this period. Maintenance shall mean the process of sustaining the level of physical quality of the Project as per originally established criteria, usually involving a programmers of inspection, clearing and repair activities by the Contractor at this own cost.

Maintenance period shall be **12 Months** from the date of completion of the Works certified by the Engineer in the Taking-Over Certificate.

The Contractor during this Maintenance Period shall perform the following services:

- (i) The Contractor will be responsible for the regular inspection of the works, remove and prepare an inventory of any defects developing and /or to be attended regularly.
- (ii) The Contractor shall maintain an inventory of the equipment, tools and materials used or to be used during the maintenance period.
- (iii) The Contractor shall also maintain an inventory of any defects located or being developed during hazards, accident or natural calamity during this maintenance period.

- (iv) The Employer/Engineer will inspect the maintenance standards once in every three months and prepared a punch list jointly with the Contractor for proper upkeep and maintenance. The Contractor will attend to this punch list promptly and complete the same before the next inspection period and report the same to the concerned Project Authorities.
- (v) The Contractor shall be responsible for the maintenance, detailed inspection at regular intervals for each item.

9.6 Extension of Defects Liability Period

The Employer shall be entitled to an extension of the Defects Liability Period for the Works or a section on account of failure of the Contractor to rectify a defect or damage.

10 Variations and Claims

10.1 Right to vary

Replace Clause 10.1 with following texts

The Employer/Engineer may issue Variation Order(s) in writing. The Engineer will pay as per BOQ rates/Schedule rates MRS or Non-Schedule applicable at the agreement. The items which does not fall in Schedule of MRS & NHA will drive as a Non-Schedule Items/Market Items.

10.2 Valuation of variations

10.3 Early Warning

Replace Clause 10.3 with following text

In any physical obstructions or conditions. The Contractor is only entitling to extension of the time for completion.

The text is deleted and substituted with the following

All variations or any additions in the Contract Price (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable.

The quantities given in the Contract are estimated and may vary during the execution of the project. The rates entered in the priced Bill of Quantities in the Contract will be fixed and applicable to all quantities (both increased and decreased) as may result during the execution of the project. No revision of rates shall be permissible for any variation in quantities, except for such work which has not been included in the priced Bill of Quantities or not already shown in the drawings.

The item not covered in BOQ/Schedule A to Bid shall be valued as if the items available in the respective Schedule(s) i.e. basis of the Contract, adopting the rate of the relevant item adding premium of the Contractor, otherwise the same shall be analyzed on the basis of market rates as decided by the Engineer for the extra / substituted items. No profit will be allowed on the material / machinery to be supplied by the Employer.

In the event of disagreement, the Engineer shall within a period of not exceeding 1/8 (one-eighth) of the completion time subject to a minimum of 56 days from the date of disagreement whichever if later, fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued.

D.D. 

11.1 (a) Terms of Payments

KIBOR be read as KIBOR (Bid side) in the paragraph mentioned.

11.2 Monthly Statements

Sub-Clause 11.2 is deleted and substituted as under:

The Contractor shall submit a statement of two copies to the Engineer at the end of each month, in a tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled. The statement shall include the following items, as applicable, which shall be taken into account in the sequence listed:

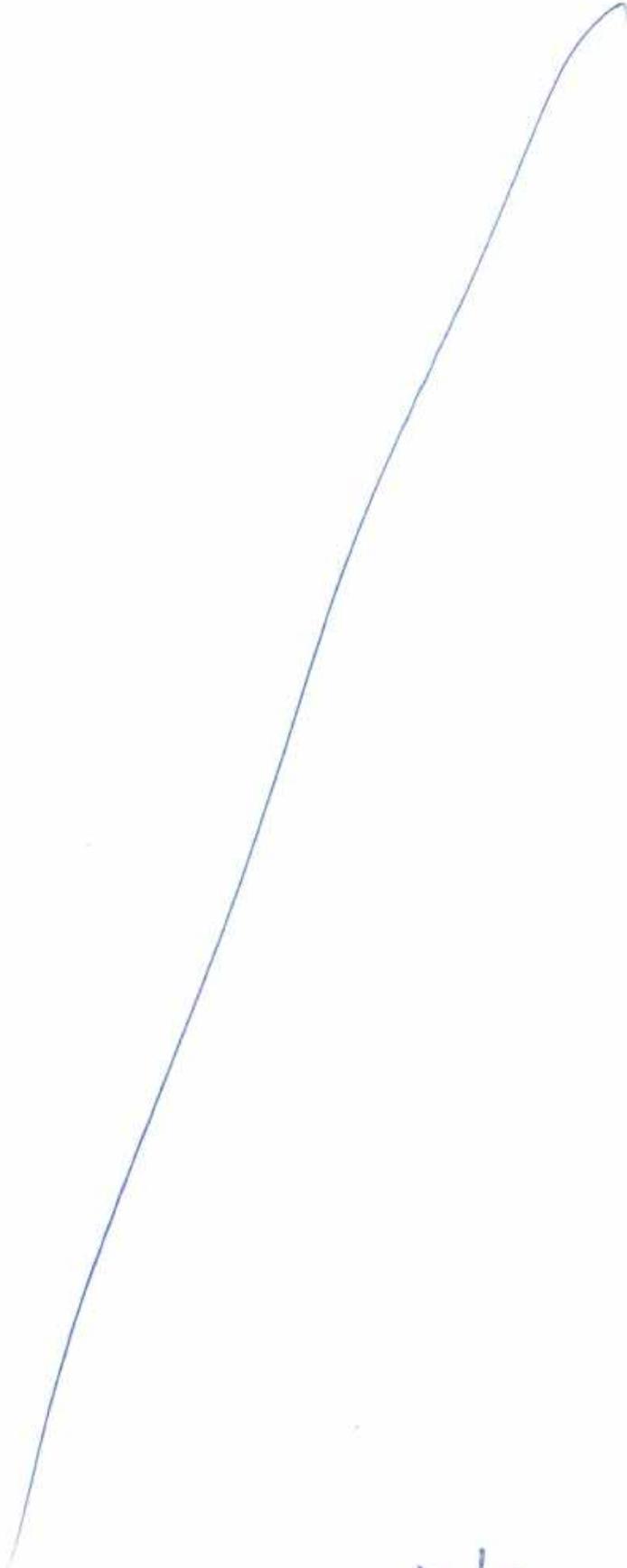
- (a) The estimated Contract value of the Works in local currency executed up to the end of the month in question, at unit rates and prices in the Bill of Quantities.
- (b) The actual value certified by the Engineer for payment, for the Works executed up to the end of the previous month, at unit rates and prices in the BOQ.
- (c) The estimated Contract value at unit rates and prices of the Works for the month in question, in local currency, obtained by deducting (b) from (a);
- (d) The value of any variations executed up to the end of the month in question, less the amount certified by the Engineer in the previous Interim Payment Certificate, in local currency only, pursuant to Clause 10;
- (e) Amount approved in respect of Day work executed up to the end of the month in question, less the amount Day work certified in the previous Interim Payment Certificate, in local currency only as determined from the Day work Schedule of the Bill of Quantities;
- (f) Any debit or credit for the month in question in respect of materials and plant for the Payment Works, in the relevant amount, in local currency and under the conditions set forth.
- (g) Any amount to be withheld under the retention provisions.
- (h) Deduction of advance income tax in accordance with the prevailing income tax laws of Pakistan from all payments due to the Contractor. Such deduction shall be deposited with the Government of Pakistan towards payments of income tax by the Contractor and a certificate to this effect shall be issued to the Contractor by the Employer;
- (i) Any amount to be deducted as repayment of the Advance;
- (j) Any other sum, in local currency, to which the Contractor may be entitled under the Contract;
- (k) The deduction of amounts certified in all previous Payment Certificates.
- (l) Any amount to be deducted as recovery for Employer's supplied material as per the provisions of Contract.

11.3 Interim Payments

Sub-Clause 11.3 is deleted and substituted as under:

The said statement shall be approved or amended by the Engineer in such a way that, in his opinion, it reflects the amount in various currencies due to the Contractor in accordance with the Contract, after deduction by the Contractor to the employer. In where there is a difference of opinion as to the value of any item, the Engineer's view shall be prevail. Within 28 days of receipt of the monthly statement referred to in Sub-Clause 11.2, the Engineer shall determine the amounts due to the Contactor and shall issue to the Employer and the Contractor a certificate herein called "Interim Payment Certificate", certifying the amounts due to the Contractor.

The Retention Money shall be deducted by applying the percentage of @ 5% of IPCs as security deposit and 0.5% Water Charges. Tax will be detected as per Law



Provided that the Engineer shall not be bound to certify any payment under this Sub-Clause if net amount thereof, after all retentions and deductions, would be less than the Minimum Amount of Interim Payment Certificates stated in the Preamble/Appendix A to Tender.

Notwithstanding the terms of this Clause or any other Clause of the Contract, no amount will be certified by the Engineer for payment until the Performance Security has been provided by the Contractor and approved by the Employer.

11.4 Retention

Sub-Clause 11.4 is deleted and substituted as under:

Retention money deducted @ 5% of total payment shall be paid by the Employer/one stage above tender accepting authority to the contractor "Subject to the condition that there is no audit observation, audit para, draft para, advance para or Printed Para etc. involving recovery from the Contractor is outstanding against this Work" and contractor has remedied of notifying defects, or the completed outstanding work, all as referred to in Sub-Clause 9, whichever is the later.

11.5 Final Payment

The following paragraph is added at the end:

"If, following discussions between the Engineer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Engineer shall issue to the Employer an Interim Payment Certificate for those parts of the draft final statement which are not in dispute and in such case, the payment may also be made even the amount is found less than the minimum amount of IPC stated in preamble. The dispute shall then be settled in accordance with Clause 15. The Final Statement shall be agreed upon on settlement of the dispute".

12 DEFAULT

12.1 Defaults by Contractor

Add paragraph at the end of Clause 12.1 of Conditions of the Contract:

If the work is observed to be behind the Clause 14.1 programmed, to which consent has been given by the Engineer, in four consecutive intervals or If the Contractor fails to mobilize at the site in accordance with Programme of Works.

"Then the Employer may after giving fourteen (14) days' notice to the contractor, enter upon the site and expel the contractor there from without thereby avoiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the contract, or affecting the rights and powers conferred on the employer or the Engineer of the Contract, and may himself completed the work. The Employer or such other contractor may use for such completion so much of the contractors equipment, plant, temporary Works, and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provision of the Contract, as he or they may think proper, and the Employer may, at any time, sell any of the contractor's said equipment's, temporary works, and unused plant & materials and apply the procedures or sale in or towards the satisfaction of any sums due or that becomes due to him from the Contractor under the Contract"

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

time to time.

12.4 Payment upon Termination

Sub-Clause 12.4 is deleted and substituted as under:

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

- (a) Any sum to which the Contractor is entitled under Sub-Clause 10.4,
- (b) Any sums to which the Employer is entitled.

14 INSURANCE

14.1 Arrangements

The text is deleted and substituted with the following:

The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 6, insure:

- a) The works to the full replacement cost
- b) An additional sum of 15% of such replacement cost
- c) Third party injury or death to person and damage to property.

The insurance (NICL only) in paragraph (1) above shall be in the joint names of the Contractor and the Employer and shall cover:

- a) The Employer and the Contractor shall against all the loss or damage from whatsoever cause arising with the following exclusions:
 - i) As provided in Sub-Clause 6
 - ii) Wear and tear, gradual deterioration, expansion or contraction due to changes of temperature.
- b) Such insurance shall commence from effective date of commencement of the Works. The insurance shall expire on the expiration of the Defect Liability Period. Costs of such insurances shall be borne by the Contractor.

15.2 Notice of Dissatisfaction

In the 3rd lines, the words "with 14 days of receipt" shall replace with words "within 48 days of receipt"

15.3 Arbitration

The following paragraph is added:

The place of arbitration shall be **Islamabad, Pakistan.**

17 Safety, Security and Protection of the Environment

The Contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the Works, except where clearing is required for permanent works, approved, temporary works and for excavation operations. All trees and native vegetation shall be preserved and shall be protected from the damage which may be caused by the Contractor's construction operations and equipment. In completion of the Works, all work areas shall be leveled and graded in a manner to confirm the natural appearance of the landscape. Where unnecessary destruction, scarring damage or defecting may occur as a result of the Contractor's operations, it shall be repaired or otherwise corrected as directed by the Engineer at Contractor's expense.

Borrow areas shall be located and operated so as not to detract from the future usefulness or value of the sites. Upon completion of operations, borrow areas

shall be left in a safe and acceptance conditions. No borrow areas shall be located within 500 meter from the right of way. During the performance of the work required under the Contract, the Contractor shall carryout proper and efficient measures as often a necessary to reduce the dust nuisance and to prevent dust origination from the operations.

18 Safety Precautions

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purpose of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonable necessary for such purpose.

19 Supply of Water

The contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour. The contractor will bear all charges for laying his water line from the mains to the site of his underground tanks which he may require and construct for storage purpose at his own cost. The contractor shall pay the cost of water to the authority at 0.5% of the total cost of work.

20 Disposal of Dumped Material

The contractor shall be responsible for disposing the excavated/dumped material of building/roads/other project and also the responsible for dressing of dumping material and should not be disposed off to nullah or location from where it can be eroded with drainage or rain water.

21 Liability of Contractor

The contractor or his Sub-contractors or assigns shall follow strictly, all relevant labour laws including the Workmen's compensation Act and the employer shall be fully indemnified for all claims, damages etc arising out of any dispute between the contractor, his sub-contractors or assigns and the labour employed by them.

22 Custom Duty and Taxes

The prices tendered by the contractor shall include all import license fees, custom duties, excise duties, sales taxes, surcharges, business taxes, income and other taxes that are levied according to the laws and regulations of Pakistan on the contractor's equipment, materials and supplies (both permanent, temporary and consumable) acquired for the purpose of the contract and on the services performed under the contract. Nothing in the contract shall relieve the contractor from his responsibility to pay any tax that may be levied in the country on profits made by him in respect of contract.

23 Fixed Withholding Tax

A sum in Pakistani Rupees, in accordance with the prevailing Income Tax Laws of Pakistan shall be deducted from all payments made to the contractor and be deposited with the Government of Pakistan towards payment of Income Tax by the contractor. When such deduction is made from the payment a certificate to that effect shall be issued by the employer to the contractor.

Notwithstanding such deduction of Income Tax at source, the contractor shall be liable to pay the balance Income Tax, Super Tax, GST and other taxes on income or his profits arising out of contract, and his employees on their remunerations etc. in accordance with the prevailing Income Tax Laws of Pakistan.

CAPITAL DEVELOPMENT AUTHORITY
E&M Development Directorate

SPECIAL TERMS AND CONDITIONS

1. The contractor should be enlisted with EPAD, having valid Pakistan Engineering Council (PEC) License with appropriate category & codes, valid Electrical License issued by Electrical Inspector Islamabad for execution of Electrical & Mechanical Works in Rawalpindi / Islamabad, NTN & GST registration with FBR and also have capability, expertise and experience in the relevant field.
2. The contractor shall provide authentic original delivery challan & genuineness certificates issued by authorized distributor / dealer of the manufacturer for material like, cable, fixtures etc.
3. LED Street / Road / High Bay Lights should have the specifications mentioned in BOQ.
4. The contractor shall provide cable test report duly tested by University of Engineering & Technology, Taxila and Pole will be test from CDA CE Lab or any Material i.e Foundation.



DEPUTY DIRECTOR,
Mechanical Division-I, CDA



D.D.

D.D. 

FORMS

Bid Security

Performance Security

PEC Format



FORM OF BID SECURITY
(CDR Only)Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Bidder) with address:_____
Penal Sum of Security (express in words and figures):_____
Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Employer") in the 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 Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty-eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders, the entire sum be paid immediately to the said Employer for delayed completion and not as penalty 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 Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in

D.D. 

full force and effect.

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal 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 Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and 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 _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)


D.D.

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

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with address:

Penal Sum of Security (express in words and figures)

Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the 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 9, Remedying Defects, 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 Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.



-71- D.D. [Signature]

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

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

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

[Signature]
D.D.

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 2025 between **CAPITAL DEVELOPMENT AUTHORITY** (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz "**PROVIDING/ INSTALLATION OF STREET LIGHTS IN INTERNAL STREETS OF SECTOR I-11/1, ISLAMABAD**" should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. The Letter of Acceptance;
 - ii. The letter of award;
 - iii. The completed Form of Bid along with Schedules to Bid;
 - iv. Conditions of Contract & Contract Data;
 - v. The priced Schedule of Prices;
 - vi. The detail specifications (BOQ), Special Terms & Conditions;
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

**CAPITAL DEVELOPMENT AUTHORITY
MECHANICAL DIVISION-I

CRITERIA FOR TECHNICAL EVALUATION OF FIRMS/CONTRACTORS

(For Procurement of contract on Single Stage Two Envelop Basis)
Technical Evaluation Criteria = Total 100 Marks)

1.	Standing of Firm (Total 25 Marks)	Marks	Marks Obtained
i.	Registered with PEC in Category C-4 or above (valid) having codes EE-04 & EE-06	10	
ii.	Registered with PEC before ten years or beyond	05	
iii.	Valid Electrical License issued by Electrical Inspector Islamabad	10	
	TOTAL	25	
2.	Firm's Works Experience (Total 40-marks)		
i.	02 Nos. work orders of similar nature of works i.e. LED based lighting system each with a worth of 19 Million or above completed in last 05 years along with Completion Certificates issued by employer of Govt. / Semi Govt. Organizations (10 Marks for each project/work)	20	
ii.	02 Nos. work orders of similar nature of works in hand (ongoing) in Govt. / Semi Govt. Organizations i.e. LED based lighting system each with a worth of 19 Million or above (10 Marks for each project).	20	
	TOTAL	40	
➤ The above indicated contracts must be of government / semi government organizations, wherein role of the Bidder may be as sole contractor, firm, leader in joint venture.			
3.	Financial Capability (Total 35- marks)		
i.	Last 03 years audited balance sheets or Income tax returns showing annual turnover at least twice the cost of work applied for (10 Marks / year)	30	
ii.	Bank Certificate for Credit Line (Equal or more than the cost of work applied for).	05	
	TOTAL	35	
	GRAND TOTAL	100	

Note - Total Passing Marks = 70 or 50% marks in each component of Technical Evaluation Criteria.


Deputy Director,
 Mechanical Division-I, CDA



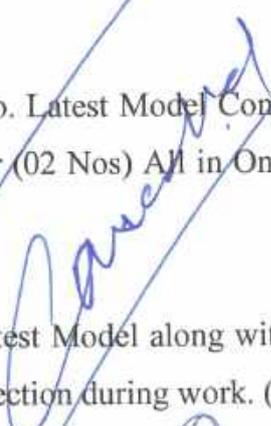
SPECIAL PROVISIONS

SP-1

EMPLOYER'S FACILITIES FOR OFFICIAL USE OF MECHANICAL DIVISION-I, CDA

The Contractor will provide the following facilities without any additional cost to the employer and the cost of these employer's facilities is deemed to include in the bid price and no separate payment shall be made by the employer on this account".

1. Provision of Two (02) No. Latest Model Computer Core I-5 Systems along with Latest Model Printer (02 Nos) All in One (Printer, Scanner & Copier). (Non- returnable).
2. 01 No. Honda CD-70 Latest Model along with POL (60 Litters per Month) for utilization of site inspection during work. (Non- returnable).



Deputy Director,
Mechanical Division-I, CDA



LAST PAGE OF BIDDING DOCUMENT (NIT)

Certified that this NIT contains pages from Page No.01 to

76 



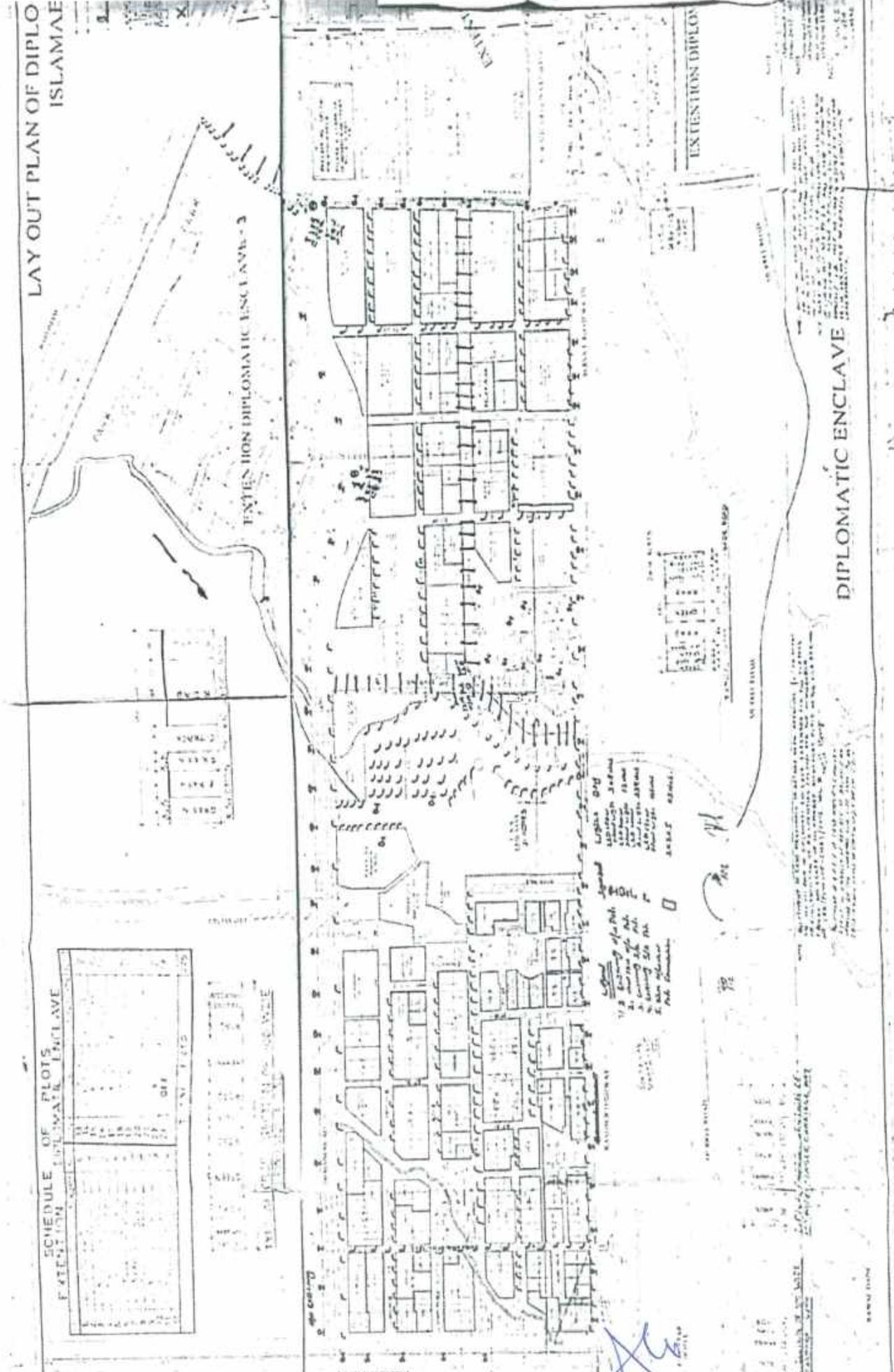
Deputy Director,
Mechanical Division-I, CDA


D.D.

LAY OUT PLAN OF DIPLO
 ISLAMAE

SCHEDULE OF PLOTS
 EXTENSION DIPLOMATIC ENCLAVE

NO.	AREA	AREA IN SQ. METERS	REMARKS
1	Plot 1	1000	
2	Plot 2	1000	
3	Plot 3	1000	
4	Plot 4	1000	
5	Plot 5	1000	
6	Plot 6	1000	
7	Plot 7	1000	
8	Plot 8	1000	
9	Plot 9	1000	
10	Plot 10	1000	
11	Plot 11	1000	
12	Plot 12	1000	
13	Plot 13	1000	
14	Plot 14	1000	
15	Plot 15	1000	
16	Plot 16	1000	
17	Plot 17	1000	
18	Plot 18	1000	
19	Plot 19	1000	
20	Plot 20	1000	
21	Plot 21	1000	
22	Plot 22	1000	
23	Plot 23	1000	
24	Plot 24	1000	
25	Plot 25	1000	
26	Plot 26	1000	
27	Plot 27	1000	
28	Plot 28	1000	
29	Plot 29	1000	
30	Plot 30	1000	
31	Plot 31	1000	
32	Plot 32	1000	
33	Plot 33	1000	
34	Plot 34	1000	
35	Plot 35	1000	
36	Plot 36	1000	
37	Plot 37	1000	
38	Plot 38	1000	
39	Plot 39	1000	
40	Plot 40	1000	
41	Plot 41	1000	
42	Plot 42	1000	
43	Plot 43	1000	
44	Plot 44	1000	
45	Plot 45	1000	
46	Plot 46	1000	
47	Plot 47	1000	
48	Plot 48	1000	
49	Plot 49	1000	
50	Plot 50	1000	



DIPLOMATIC ENCLAVE

D.D.

SCALE 1:1000