

**CAPITAL DEVELOPMENT AUTHORITY**  
**E&M Development Directorate**

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**N.I.T/BIDDING DOCUMENTS**

**PROVIDING/ INSTALLATION OF STREET LIGHTS AT SERVICE ROAD SOUTH & NORTH SECTOR I-14, ISLAMABAD**

|                   |                   |
|-------------------|-------------------|
| NIT Amount        | Rs.42,568,082/- ✓ |
| Earnest Money     | Rs.1,277,042/- ✓  |
| Completion Period | 90 Days ✓         |

**CERTIFICATE:**

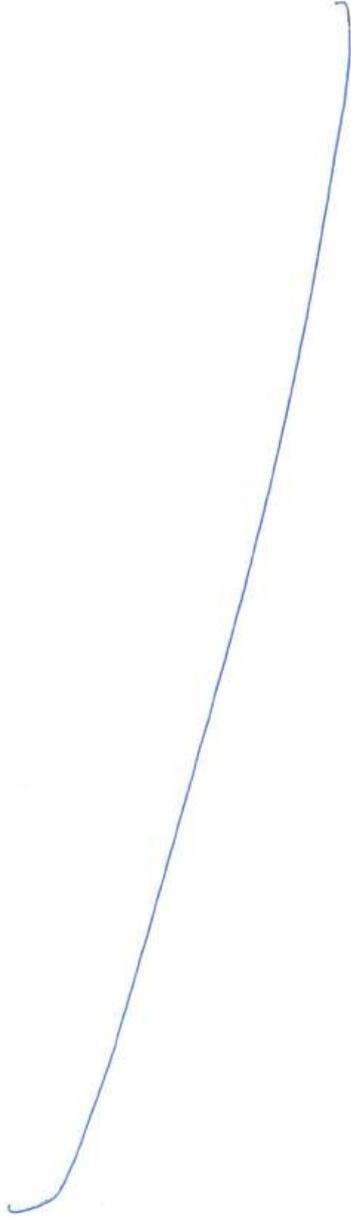
Certified that this NIT/Bidding Documents consists of Page-01 to Page-70  
(Contains Page from One to Seventy Only)

- 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

  
D.D.

  
**Deputy Director,**  
Mechanical Division-I, CDA

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**CAPITAL DEVELOPMENT AUTHORITY**  
**E&M Development Directorate**

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**Name of Work: PROVIDING/ INSTALLATION OF STREET LIGHTS AT SERVICE ROAD SOUTH & NORTH SECTOR I-14, ISLAMABAD**

|                   |                 |
|-------------------|-----------------|
| NIT Amount        | Rs.42,568,082/- |
| Earnest Money     | Rs. 1,277,042/- |
| Completion Period | 90 Days         |
| DLP Period        | 365 Days        |

  
Deputy Director,  
Mechanical Division-I, CDA

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

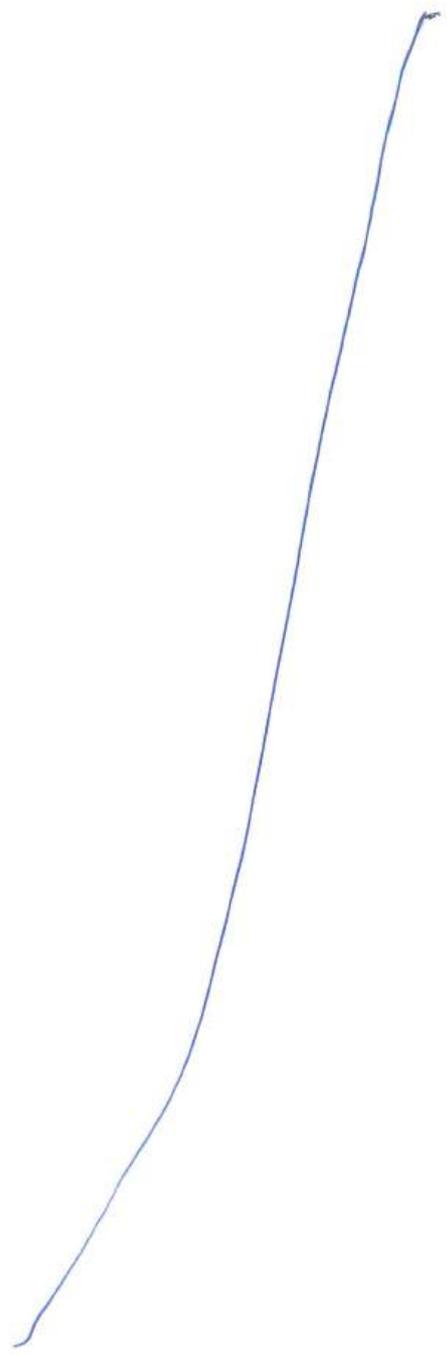
  
(MIAN IRFAN JAVED)  
Director General (E&M), CDA

***NIT has been approved for Rs.42, 568,082/-  
(Rupee Fourty Two million Five Hundred Sixty  
Eight Thousand and Eighty Two only) by the DG  
(E&M), CDA vide Para 26/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

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**CAPITAL DEVELOPMENT AUTHORITY**  
E&M Development Directorate  
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**INVITATION FOR BIDS**

**NAME OF WORK: PROVIDING/ INSTALLATION  
OF STREET LIGHTS AT SERVICE ROAD SOUTH  
& NORTH SECTOR I-14, 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](http://www.cda.gov.pk) and PPRA website [www.ppra.com.pk](http://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,  
Phone 051-9204983

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**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  |
|------------------------------------|---|
| <p><b>I.B-1</b><br/>1.1</p>        | <p><b>Name &amp; Address of The Employer:</b><br/>The Chairman,<br/>Capital Development Authority (CDA),<br/>CDA Complex, Block-IV, Soharwardi Road,<br/>Sector G-7/4, Islamabad.</p> <p><b>Name &amp; Address of The Engineer:</b><br/>The Member (Engineering),<br/>Capital Development Authority (CDA),<br/>CDA Complex, Block-IV, Soharwardi Road,<br/>Sector G-7/4, Islamabad.</p> <p><b>Name of Project &amp; Summary of the Work:</b><br/><b>Name of Work: <u>PROVIDING/ INSTALLATION OF STREET LIGHTS AT SERVICE ROAD SOUTH &amp; NORTH SECTOR I-14, ISLAMABAD</u></b></p>  |
| <p><b>I.B-1</b><br/>1.2</p>        | <p><b>Source of Funds</b><br/>Delete the text and substitute as follow:<br/>“The funds are chargeable from Main Head – CDA Source – Self Financing”</p>   |
| <p><b>I.B-2</b><br/>2.2</p>        | <p><b>Eligible Bidders:</b><br/><b>Add new Sub-Clause 2.2 as follow:</b><br/>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"> <li>1. Contractor must have the valid Pakistan Engineering Council (PEC) License with appropriate category &amp; codes and Electrical License issued by Electrical Inspector Islamabad.</li> <li>2. Contractor must have relevant experience to execute the work.</li> <li>3. Contractor must possess the financial soundness to carry out the work.</li> </ol> |
| <p><b>I.B-5</b><br/>5.1</p>        | <p><b>Clarification of Bidding Documents:</b></p> <p>Deputy Director, Mechanical Division-I<br/>Capital Development Authority,<br/>Room No.47, Ground Floor Old Naval HQ Sector G-6 Markaz<br/>Islamabad.</p> <p>Time limit for clarification: 07 days instead of 10 days prior to the deadline for submission of Tender / Bid</p>  |

|  |  |
|--|--|
| I.B-7<br>7.1   | <b>Bid Language:</b><br>English  |
| I.B-8<br>8.1   | <p><b>Documents Comprising the Tenders</b><br/>Delete the text and substitute:<br/>The bidding documents, in addition to invitation for Bid, are those stated below:</p> <ul style="list-style-type: none"> <li>• Invitation for Bids</li> <li>• Bidding Documents</li> <li>• Instructions to Bidders</li> <li>• Bidding Data/Schedule of prices</li> <li>• Forms of bids &amp; schedule to bid</li> <li>• Bill of Quantities</li> <li>• Form of Bid Security</li> <li>• Form of Performance Security</li> <li>• Form of Contract Agreement</li> <li>• Conditions of Contract, Part-I</li> <li>• Contract Data, Part-II</li> <li>• Specifications – (To be arranged/procured by the Bidder)</li> </ul>   |
| I.B-10<br><br>10.3<br><br><br><br><br><br><br><br><br><br>10.4<br><br><br><br><br><br><br><br><br><br>10.5 | <p><b>Currency of Bid and Payment (Pak Rupees):</b></p> <p>Bid be quoted in percentage on Schedule &amp; Non-Schedule items separately by the Bidder entirely in Pak Rupee. The Employer shall make payment only in Pak Rupee and no foreign currency payments are admissible. A Bidder expecting to incur expenditure in other currencies for inputs to the Works supplied from outside the Employer's country shall bear all costs and risks for arranging the requirements of such currencies through his own resources.</p> <p><b>Bid Prices, Currency of Bid and Payment</b></p> <p><b>Add the following paragraphs:</b></p> <p>The estimate unit rates and total amounts are provided for each item in the bill of quantities by the Employer. The Bidder is required to offer premium above or below the total estimated cost for Non-Scheduled Items at the place provided for the purpose in the summary of bill of quantities/schedule of prices.</p> <p><b>Add the following paragraphs:</b></p> <p>The Bidder, by the act of submitting a Bid, acknowledge that he has inspected the site of works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the Bidder may make from the information furnished by The Employer or The Engineer. No verbal agreement or conversation with any officer, employee or agent of The Employer or The Engineer either before, during or after the execution of the Contract shall effect or modify any of the terms or obligations contained in the Contract.</p> <p>The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing and importing of materials from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his bid for all delays, additional costs and financing charges that may arise directly or indirectly there from.</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>  |
| <b>I.B-13</b> | <b>Bid Security</b>   |
| 13.1          | Amount of Bid security Rs.1, 277,042/- (Rupees One Million Tow Hundred Seventy seven Thousand Fourty Two 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          |   |
| <b>I.B-14</b> | <b>Validity of Bids, Format, Signing and Submission of Bid</b>  |
| 14.1          | Period of Bid Validity is <b>120 Days</b> after the date of Bid opening.  |
| 14.4          | <b>Number of copies of the bid to be completed and returned:</b><br>One No Bid {original} and one copy along with original bid security   |
| 14.6          | <b>Employer's address for the purpose of Bid submission:</b><br>Director E&M (Development),CDA<br>Capital Development Authority, Islamabad<br>Name and Number of Contact:<br><br><b><u>Name of Work: PROVIDING/ INSTALLATION OF STREET LIGHTS AT SERVICE ROAD SOUTH &amp; NORTH SECTOR I-14, ISLAMABAD</u></b>  |
| <b>I.B-15</b> | <b>Deadline for submission, Modification &amp; Withdrawal of Bids:</b>  |
| 15.1          | As notified in "Notice Inviting Bids"   |
| <b>I.B-16</b> | <b>Bid Opening, Clarification and Evaluation</b>  |
| 16.1          | <b>Venue:</b> Office of Director E&M (Development), CDA Islamabad<br><b>Time and Date:</b> As notified in the "Notice Inviting Bids"  |
| 16.4          | (i) The bid is valid till required period<br>(ii) The bid prices are firm during currency of contract (if it is fixed price bid)<br>(iii) Completion period offered is within specified limits<br>(iv) The Bidder/Manufacturer is eligible to Bid and possess the requisite experience, capability and qualification.<br>(v) The bid does not deviate from basic technical requirements and<br>(vi) The bid prices are generally in order, without any condition etc.   |
| 16.9          | <b>PRICE ADJUSTMENT:</b><br>Price adjustment is not applicable in this contract   |
| <b>I.B-21</b> | <b>Add the following paragraphs</b>   |
| 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.   |

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| <p><b>I.B-23</b></p> <p>23.1</p> | <p><b>Alternate proposals by bidders</b></p> <p>Alternate proposals by Bidders are not invited. Bidders will only quote for the bidding design/drawings&amp; specifications.</p>  |
| <p><b>I.B-24</b></p> <p>24.1</p> | <p><b>Pre- Bid Meeting</b></p> <p>Pre-Bid Meeting are not Invited</p>   |
| <p><b>I.B-25</b></p> <p>25.1</p> | <p><b>Site Visits</b></p> <p>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:</p> <ol style="list-style-type: none"> <li>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></li> <li>b. <u>The quantities and nature of the work and materials necessary for completion of the Works.</u></li> <li>c. <u>The means of access to the site of Work and exit from the Site.</u></li> <li>d. <u>The available accommodation on land for Contractor's Camp within or outside of site of Work.</u></li> <li>e. <u>All necessary information as to risks, contingencies and other circumstances, which may influence or affect the Tender.</u></li> <li>f. <u>The type and nature of solid existing in area of work.</u></li> <li>g. <u>The existing condition at site.</u></li> </ol> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |

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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, to be used 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 by 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 Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except in so far as is otherwise provided under the Contract include all costs of Contractor's 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 for 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 to offer premium / above or discount / below the total estimated cost at the place 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)

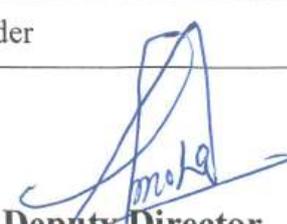


SCHEDULE -A TO BID

**CAPITAL DEVELOPMENT AUTHORITY**  
**E&M Development Directorate**

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|   |   |               |                     |
|---|---|---------------|---------------------|
| <b>SUBJECT:</b>   | <b><u>PROVIDING/ INSTALLATION OF STREET LIGHTS AT SERVICE ROAD SOUTH &amp; NORTH SECTOR I-14, ISLAMABAD</u></b> |               |                     |
| <b>ABSTRACT OF COST</b>   |   |               |                     |
| <b>(A) - MRS PUNJAB- SCHEDULE RATES</b>   |   | <b>RS.</b>    | <b>33,960,804/-</b> |
| Percentage  |   | Above / Below | RS.                 |
| <b>TOTAL - A</b>  |   | <b>RS.</b>    |                     |
| <b>(B) - NSR Items</b>  |   | <b>RS.</b>    | <b>8,607,278/-</b>  |
| Percentage  |   | Above / Below | RS.                 |
| <b>TOTAL - B</b>  |   | <b>RS.</b>    |                     |
| <b>TOTAL ESTIMATED / NIT COST</b>   |   | <b>RS.</b>    | <b>42,568,082/-</b> |
| <b>TOTAL BID COST</b>   |   | <b>RS.</b>    |                     |
| <b>Note:</b> The contractor is required to give percentage in <b>figure &amp; words</b> 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   |   |               |                     |

  
**Deputy Director**

Mechanical Division-I, CDA

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D.D.



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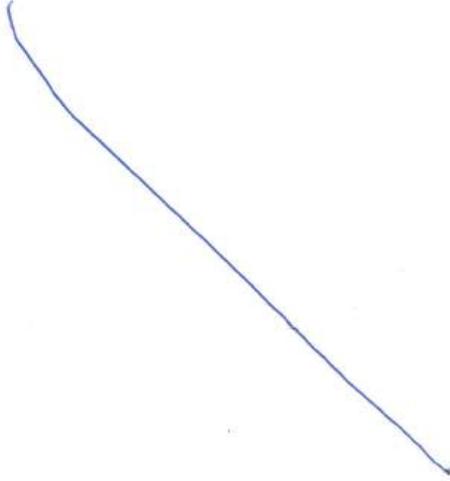
**CAPITAL DEVELOPMENT AUTHORITY**  
Mechanical-I Division

**Providing / Installation of Street Lights at Service Road South & North Sector I-14, Islamabad**

Subject:-

| Sr 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, sillage 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. (15m) lead:-<br>i) ordinary   | 1,930 Cum | 472.10       | Per Cum | Rs.911,153.00 |
| 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.);-<br>(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:-<br>(3) Type C (nominal mix 1: 2: 4) | 35 Cum    | Rs.26,069.70 | Per Cum | Rs.912,439.50 |
| 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:-<br>i) 50 mm i/d   | 500 Mtr   | Rs 779.30    | Each    | Rs.389,650.00 |

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D.D. 29/11/20

|                                 |             |   |         |  |      |                         |
|---------------------------------|-------------|---|---------|--|------|-------------------------|
| 4                               | 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 <sup>mm</sup> 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<br>a) Double Arm<br>i) 10 mtr height  | 97 No.  | Rs. 156065.65<br><br>One Hundred Fifty Six Thousand Sixty Five & Six Five Paise Only | Each | Rs. 15,138,368.05       |
| 5                               | 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 Lumiled/ Cree/ Nichia/Osram make or equivalent approved manufacturer), programmable LED driver(Harvard/TCI/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 EngineerIncharge.<br>a) 140 Lm/Watt (v) 120 Watt with 16800 Lumens | 194 No. | Rs.85,614.40<br><br>Eighty Five Thousand Six Hundred Fourteen & Four Zero Paise Only | Each | Rs. 16,609,193.60       |
| <b>Total (MRS-Punjab Items)</b> |             |   |         |  |      | <b>Rs.33,960,804.15</b> |

**Part-B (Non NSR) local MKT Items**

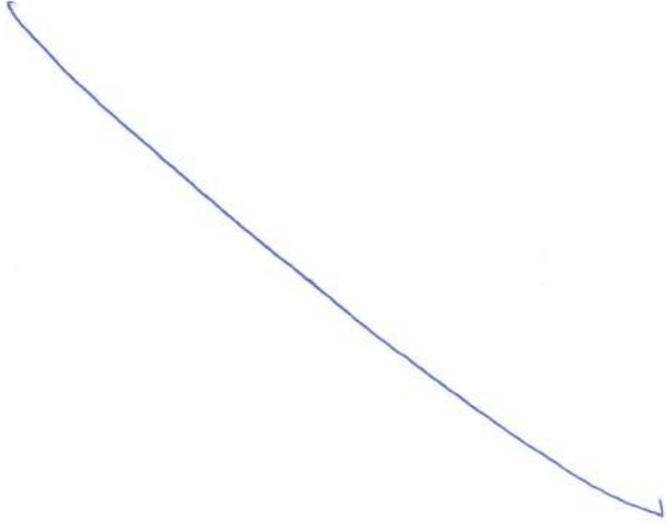
| S.# | Ref.#             | Description  | Qty       | Rate  | Unit    | Amount          |
|-----|-------------------|--|-----------|---|---------|-----------------|
| 6   | Non Shedule Rates | P/L Main/Sub-Main cable PVC/PVC Sheathed aluminum conductor 300/500 v and 600/1000 volts of approved make and 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. |           |   |         |                 |
| 7   | do                | ii. 95 mm <sup>2</sup>   | 300 Mtr   | Rs.622.00<br>Six Hundred Twenty Two Rupees Only             | Per Mtr | Rs 186,600.00   |
| 8   | do                | ii. 70 mm <sup>2</sup>   | 7,800 Mtr | Rs.449.01<br>Four Hundred Fourty Nine & Zero One Paise Only | Per Mtr | Rs.3,502,278.00 |
| 9   | do                | ii. 10 mm <sup>2</sup>   | 25 Mtr    | Rs 241.00<br>Two Hundred Fourty One Rupees Only             | Per Mtr | Rs.6,025.00     |

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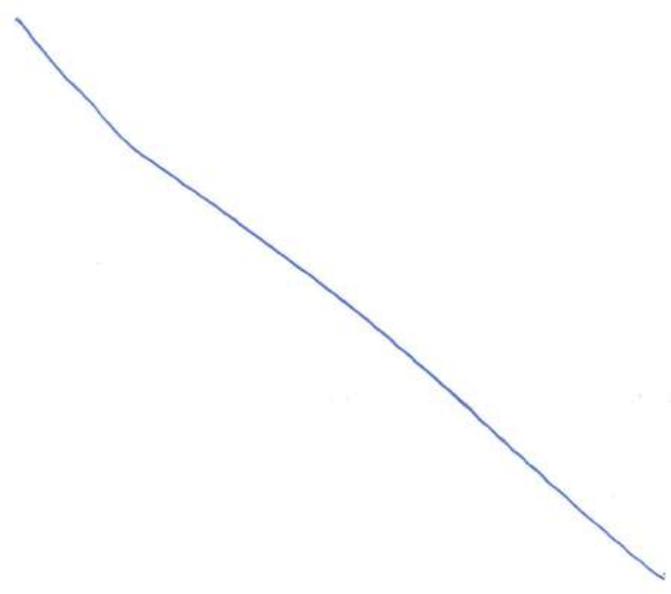
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|    |    |  |         |  |         |                 |
|----|----|--|---------|--|---------|-----------------|
| 10 | do | <p>Making horizontal thrust boring across the road as per site requirement and up to the entire satisfaction of the Engineer-in-Charge, i/c cost of 4" dia high density polyethylene pipe as required at site.</p>   | 300 Mtr | Rs 2,706.00<br>Two Thousand Seven Hundred Six Rupees Only                          | Per Mtr | Rs.811,800.00   |
| 11 | do | <p>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 bujri) 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.</p>  | 500 Mtr | Rs 846.00<br>Eight Hundred Forty Six Rupees  | Per Mtr | Rs.423,000.00   |
| 12 | do | <p>P/Fixing of Junction Box made of 18 SWG M.S Sheet size 9"x12" 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)</p> | 97 Nos. | Rs 9,129.00<br>Nine Thousand One Hundred Twenty Nine Rupees Only                   | Each    | Rs.885,513.00   |
| 13 | do | <p>Installation of earthing system for street / Road Lights by excavation of pit 0.91M x 0.91M x 6.09M with copper plate size 50mm x 50mm x 3mm thickness including G-I Pipe 25mm dia 6M long, Copper Wire 16mm bare conductor S/Core and laying of earthing cable (ECC) 2.5mm PVC/PVC solid conductor for earthing of light /poles i/c all electric connection, testing commissioning as required at site and as per instruction / satisfaction of the engineer incharge.</p>   | 7 Nos.  | Rs.345,170.00<br>Three Hundred Forty Five Thousand One Hundred Seventy Rupees Only | Each    | Rs.2,416,190.00 |

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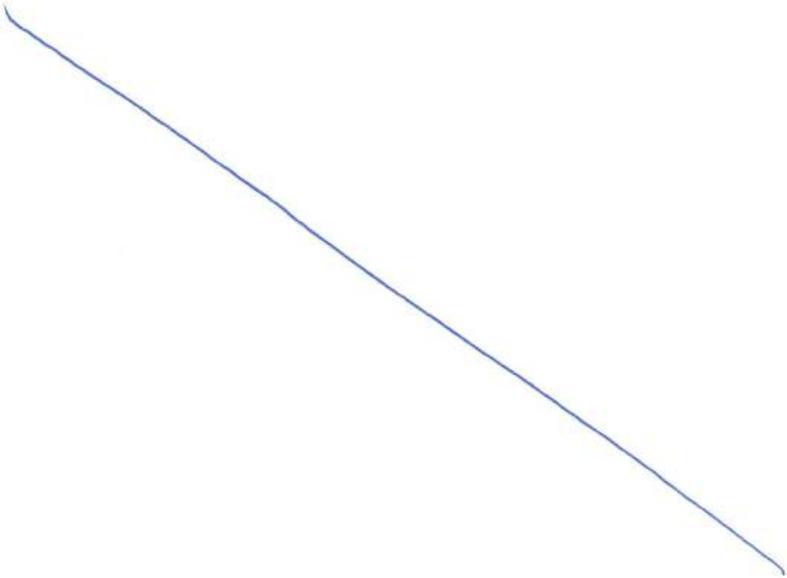
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|    |    |  |                    |   |      |                  |
|----|----|--|--------------------|---|------|------------------|
| 14 | do | Installation of earthing system for street light/road lights by excavation of pit 0.91Mx0.91Mx6.09M with copper plate size 300mmx300mmx3mm thickness including G.I Pipe 23mm , copper wire 16mm bare conductors S/Core and laying of earthing cable (ECC) 2.5mm PVC/PVC Solid conductor for earthing of light /pole i/c all electric connections , testing commetioning as required at site and as per instructions of the engineer-in-charge.   | 2 Nos.             | Rs 123,003.00   | Each | Rs.246,006.00    |
| 15 | do | 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 tubler poles having size 03 meters, 3" dia, 2.90 MM thick and 03 meters 04" (100MM) thick as per drawing & design attached. <b>1. D.Box to be installed at the top of the poles as per consisting of the following items,</b> 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 7.036 copper conductor with thimble from photo cell to magnetic contractor = 01 No. 2. <b>D.Box to be installed at the bottom of the pole as per consisting of the following items,</b> 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'x2'4" (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. | 2 Nos.             | Rs 64,933.00  | Each | Rs.129,866.00    |
|    |    |  | Total              | Sixty Four Thousand Nine Hundred Thirty Three Rupees Only | =    | Rs.8,607,278.00  |
|    |    |  | <b>Grand Total</b> |   | =    | Rs.42,568,082.15 |

Deputy Director  
Mechanical-I Division, CDA

B.D.

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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.

**PART-I**

**CONDITIONS OF CONTRACT**

**PART-I: GENERAL CONDITION OF CONTRACT**

  
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CONDITIONS OF CONTRACT

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**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.

## 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.

D.D. 

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.

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D.D. 

## CONDITIONS OF CONTRACT

### PART-II- CONTRACT DATA

J.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.

**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

D.D. **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 except 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.

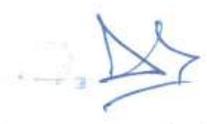
**9.5 Maintenance and Defects Liability Period**

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 is 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.



**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**

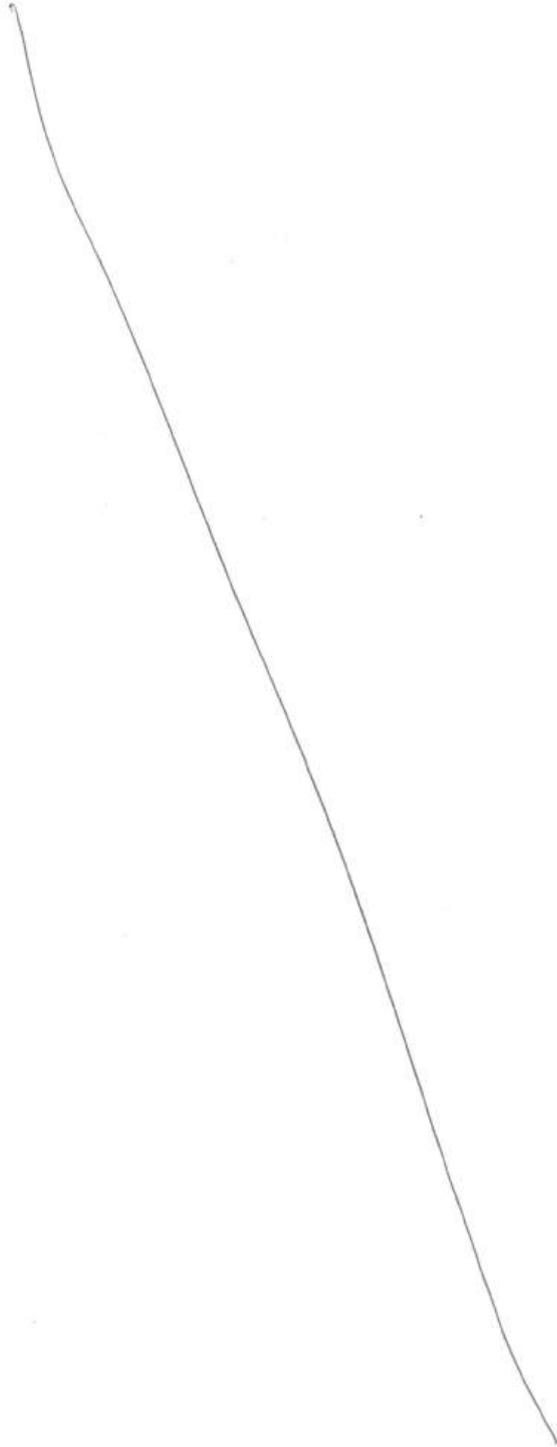
Sub-Clause 11.3 is deleted and substituted as under:

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

  
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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 or notified 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 entitle 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 3<sup>rd</sup> 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, expect 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)**  
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**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, Light & 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.



**DEPUTY DIRECTOR,**  
Mechanical Division-I, CDA



## FORMS

**Bid Security**

**Performance Security**

**PEC Format**



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**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. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

Corporate Guarantor (Seal)

  
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**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.



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)

  
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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 AT SERVICE ROAD SOUTH & NORTH SECTOR I-14, 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**

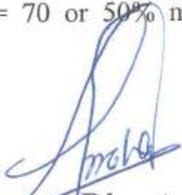
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**CRITERIA FOR TECHNICAL EVALUATION OF FIRMS/CONTRACTORS**

(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 Rawalpindi/Islamabad   | 10         |                |
|   | <b>TOTAL</b>   | <b>25</b>  |                |
| 2.  | <b>Firm's Works Experience (Total 40-marks)</b>  |            |                |
| i.  | 02 Nos. work orders of similar nature of works i.e. LED based lighting system each with a worth of 25 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 25 Million or above (10 Marks for each project).  | 20         |                |
|   | <b>TOTAL</b>   | <b>40</b>  |                |
| ➤ 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.  | <b>Financial Capability (Total 35- marks)</b>  |            |                |
| 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         |                |
|   | <b>TOTAL</b>   | <b>35</b>  |                |
|   | <b>GRAND TOTAL</b>   | <b>100</b> |                |

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

  
**Deputy Director,**  
Mechanical Division-I, CDA

  
**D.D.**

**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 Laptop 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

D.D. 

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- LEGEND**
- 5/100. New symbol Qty.
  - 1. Standing plot - C = 97/100
  - 2. 5 plus breadth. Δ = 03/100
  - 3. D box - □ = 02/100
  - 4. stand figal - □ = 19/100

2  
s/200  
100  
14

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**LAST PAGE OF BIDDING DOCUMENT (NIT)**

Certified that this NIT contains pages from Page No.01 to 75



**Deputy Director,**  
Mechanical Division-I, CDA

**D.D.** 

  
**D.D.**

