



Karachi Tools, Dies & Moulds Centre

ISO – 9001:2015 & ISO – 14001:2015 Certified Company

A subsidiary of Pakistan Industrial Development Corporation (PIDC)

Ministry of Industries & Production, Government of Pakistan



SELECTION OF CONTRACTORS

REQUEST FOR PROPOSAL (RFP)

RFP No. 153/KTDMC/2025-26

Selection of Engineering Construction Services of Various Rehabilitation Works at KTDMC

Procuring Agency: Karachi Tools, Dies & Moulds Centre (KTDMC)

Issued on: _____

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INVITATION FOR BID

INVITATION FOR BIDS

Date: **18-05-2026**

Bid Reference No. (If any): **153/KTDMC/2025-26**

1. The **Karachi Tools Dies & Moulds Centre (KTDMC)** Procuring Agency has reserved the funds for the procurement planned during the financial year 2025-26. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the **Procurement of Construction of Various Rehabilitation Works at KTDMC**
2. This Invitation to Bids follows the Procurement Advertisement (PA) No. **153/KTDMC/2025-26** for the subject Procurement which appeared in Newspaper dated **24th May, 2026**. Under reference **PID K.3665/25**, URL # <https://tribune.com.pk/epaper/2026-05-23/1?page=5>
3. KTDMC invites electronic Bids follows the Bid No. **153/KTDMC/2025-26** for the subject Selection of Engineering construction Services of various rehabilitation works at ktdmc which appeared on PPRA EPAD Website dated **25th May, 2026**.
4. The Procuring Agency invites sealed bids on single stage two envelope bidding procedure, in accordance with Public Procurement Rules 2004. Bids shall be open and evaluated, in accordance with Bidding Documents.
5. Bidders may obtain further information and acquire the Bidding Documents from the office of the Employer, at **Sector 38 NC 24 Korangi Creek Industrial Park adjacent to Pakistan Refinery Limited Korangi Creek Road Karachi.**
6. Bids must be accompanied by a Bid Security amounting to 02% of the total bid value and must be delivered to the Procurement Department, Karachi Tools, Dies & Moulds Centre, Sector 38, NC-24, and Korangi Creek Industrial Park, adjacent to Pakistan Refinery Limited, Korangi Creek Road, Karachi, at or before 10:30 A.M. on **23-June-2026**. Bids will be opened via EPADS (<https://eprocure.gov.pk>) at 11:00 A.M. on the same day, in the presence of the bidders' representatives who choose to attend, at the same address.

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

A. GENERAL

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|------------------------|--|
| IB.1. Scope of Bid | <p>1.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.</p> <p>1.2 The successful Bidder will be expected to complete the Works within the time specified in the Bidding Data.</p> |
| IB.2. Source of Funds | <p>2.1 “The Employer” allocated budget from its own resources for the work / project.</p> |
| IB.3. Eligible Bidders | <p>3.1 This Invitation for Bids is open to all Bidders meeting the following requirements at the time of submission of Bids and thereafter:</p> <p>(a) Duly prequalified for this bidding process;</p> <p>(b) Duly licensed by the Pakistan Engineering Council (PEC) in the category C-4 and above as per PEC by the Employer for the project.</p> <p>However, a Foreign Constructor can submit provisional licence with its Bid but the Foreign Constructor will be required to submit standard licence after award of Contract and before start of work.</p> <p>Foreign Constructor shall not be eligible to participate in bidding individually. Pakistani Constructor must be on Active Taxpayer List of the Federal Board of Revenue and provincial revenue authority/ board where applicable; and</p> |

- (c) All partners constituting the Bidder including proposed subcontractors do not appear in the list of debarred/blacklisted firms and individuals on the websites of PEC and Federal & Provincial Procurement Regulatory Authorities and have not been declared debarred/blacklisted by foreign country, international organizations or other foreign institutions.
- IB.4. Eligible Materials, Equipment and Services**
- 4.1 All materials, equipment and services to be supplied under this Contract shall have their origin in eligible countries described under paragraph 4.4 hereunder.
- 4.2 For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3 The origin of Goods and Services is distinct from the nationality of the Bidder.
- 4.4 Eligible countries to participate in this bidding process are those which have been notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL); information can be accessed through following link:
<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>
- IB.5. One Bid per Bidder**
- 5.1 Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than alternatives pursuant to Clause IB.17) will be disqualified.
- IB.6. Site Visit**
- 6.1 The Bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. All cost in this respect shall be at the Bidder’s own expense.
- 6.2 The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7. Contents of Bidding Documents

7.1 The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9:

1. Instructions to Bidders;
2. Bidding Data;
3. Evaluation Criteria and Qualification Updating Forms;
4. General Conditions (GC);
5. Particular Conditions (PC):
 - Part A - Contract Data;
 - Part B - Special Provisions;
6. Specifications (SP):
 - Part A - Specific Provisions;
 - Part B - Technical Provisions;
7. Letter of Bid;
8. Schedules to Bid;
9. Standard Forms:
 - (i) Form of Bid Security;
 - (ii) Letter of Acceptance;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Performance Security;
 - (v) DAAB Agreement;
 - (vi) Form of Mobilization Advance Guarantee;
10. Drawings.

7.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8. Clarification of Bidding Documents, Pre-Bid Meeting

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

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

8.3 The Employer may, on his own or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, are as stipulated in the **Bidding Data**. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

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

- 8.5 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub- Clause IB.7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 8.6 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- IB.9. Amendment of Bidding Documents**
- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents listed in Sub-Clause IB.7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 Such addendum shall be issued not later than number of days prior to the deadline for submission of bids, specified in the **Bidding Data**. To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20.
- C. PREPARATION OF BIDS**
- IB.10. Cost of Bidding**
- 10.1 The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- IB.11. Language of Bid**
- 11.1 The Bid and all correspondence and documents related to the Bid exchanged by a Bidder and the Employer shall be in the Bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by duly certified translation of the relevant parts in the Bid language, in which case, for purposes of evaluation of the bid, the translation in Bid language shall prevail.
- IB.12. Documents Comprising the Bid**
- 12.1 Each Bidder shall:
- (a) submit duly filled in, signed and stamped Letter of Bid and completed Schedules to Bid as required, including priced Bill of Quantities, in accordance with Clause IB.18 hereof;
 - (b) submit Bid Security in accordance with Clause IB.16 hereof;

- (c) submit alternative proposal, if permissible in accordance with Clause IB.17;
- (d) submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature;
- (e) Documentary evidence established that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (f) submit the Qualification Forms duly filled in, signed and stamped along with requisite attachments, to establish that the Bidder meet the Eligibility and Qualification Criteria as provided in the Section "Evaluation Criteria and Qualification Forms";
- (g) furnish a technical proposal taking into account the various Schedules to Bid, specially the following:
 - (h) Schedule-C to Bid, Proposed Construction Schedule; Schedule-D to Bid, Method of Performing the Work; Schedule-E to Bid, List of Major Equipment;
 - (i) Schedule-F to Bid, Organization Chart for Supervisory Staff; and other pertinent information, such as mobilization programme, etc.

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

IB.13. Bid Prices

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

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

13.3 If bids are being invited for individual lots (contracts) or for any combination of lots, the Bidders can offer discounts for the individual lots (contracts) as well as for award of more than one Contract and shall specify in their bid.

13.4 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause IB.1.1 hereof, based on the unit rates and/or prices.

13.5 The Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

- 13.6 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.
- Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed/deducted as per Sub Clause 13.6 [Adjustment for Changes in Laws] of the Conditions of Contract.
- 13.7 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost] of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Schedule-A to Bid, and shall submit with their bids such other requisite supporting information if required under the said Schedule.
- IB.14. Currencies of Bid and Payment**
- 14.1 The unit rates and the prices shall be quoted by the Bidder entirely PKR.
- A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent PKR.
- 14.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date twenty eight (28) days prior to the deadline for submission of bids. Such rates shall be notified by the Employer not later than fourteen (14) days prior to the deadline for submission of Bids.
- For the purpose of payments, the exchange rates used in Bid preparation shall apply for the duration of the Contract.
- IB.15. Bid Validity**
- 15.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of Bid Opening specified in Clause IB.23.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period which normally may not be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to

extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.16 in all respects.

IB.16. Bid Security

- 16.1 Each Bidder shall furnish, as part of his bid, a Bid Security in original form in the amount stipulated in the **Bidding Data** in PKR or an equivalent amount in a freely convertible currency.
- 16.2 The Bid Security shall be, at the option of the Bidder, in the form of Call Deposit Receipt (CDR)/ Pay Order or a Security issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan.
- 16.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 16.4 The Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder requests for the return of its Bid Security, or upon the expiry of original validity of Bid Security or as extended, whichever is earlier.
- 16.5 The Bid Security of the lowest three Bidders including the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security.
- 16.6 The Bid Security may be forfeited:
- (a) if the Bidder withdraws his bid except as provided in Sub Clause IB.22.1;
 - (b) if the Bidder does not accept the correction of his Bid Price pursuant to Sub Clause IB.28.2 hereof; or
 - (c) in the case of successful Bidder, fails to furnish the required Performance Security.
- 16.7 In case of annulment, all Bids submitted and specially, Bid securities, shall be returned to the Bidders within 14 days of annulment.

IB.17. Alternative Proposals by Bidder

- 17.1 Unless otherwise specified in the **Bidding Data**, alternative proposal(s) shall not be considered.
- 17.2 Should any Bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his Bid to be submitted in strict compliance with the Bidding Documents, submit any alternative proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details/conditions, provided always that the total sum entered on the Letter of Bid shall be that which represents complete compliance with the Bidding Documents.

- 17.3 Alternative proposal(s), if any, of the Bidder having submitted most advantageous Bid only may be considered by the Employer as the basis for the award of Contract to such Bidder.
- IB.18. Format and Signing of Bid**
- 18.1 Bidders are particularly directed that the amount entered on the Letter of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All Schedules to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Letter of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the Bid may be rejected.
- 18.4 Each Bidder shall prepare by filling in the forms completely and without alterations one (1) original and number of copies, specified in the **Bidding Data**, of the documents comprising the Bid as described in Clause IB.12 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- The Bidder shall also provide complete searchable PDF versions as well as Word, Excel, etc., versions of the Bid if so required in the **Bidding Data**.
- 18.5 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause IB.12.1(d) hereof. All pages of the Bid shall be initialled and stamped by the person or persons signing the bid.
- 18.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents and the Bid as their file copy.
- 18.9 All documents executed outside Pakistan required to be submitted with the Bid must be certified by Pakistani Embassy in the respective country (ies).
- D. SUBMISSION OF BIDS**
- IB.19. Sealing and Marking of Bids**
- 19.1 Each Bidder shall submit his Bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

- (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub Clause IB.19.2 hereof.

19.2 The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address provided in the **Bidding Data**;
- (b) bear the specific identification of this bidding process as specified in the **Bidding Data**; and
- (c) provide a warning not to open before the time and date for bid opening, as specified in the **Bidding Data**.

19.3 In addition to the identification required in Sub-Clause IB.19.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21.

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20. Deadline for Submission of Bids

20.1

- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the **Bidding Data**.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid envelope.
- (d) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.

20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21. Late Bids

21.1

- (a) Any Bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 shall be

declared late, rejected and returned unopened to such Bidder.

- (b) Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger or by mail.

IB.22. Modification, Substitution and Withdrawal of Bids

- 22.1 Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No Bid may be modified by a Bidder after the deadline for submission of Bids except in accordance with Sub Clauses IB.22.1 and 28.2.
- 22.4 Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Letter of Bid may result in forfeiture of the Bid security in pursuance to Clause IB.16.

E. BID OPENING AND EVALUATION

IB.23. Bid Opening

- 23.1 The Employer will open the Bids including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the **Bidding Data**. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened. Only bids that are opened and read out at Bid opening shall be considered further.
- 23.3 The Bidder's name, total Bid Price and price of any alternative proposal(s), any discounts, Bid modifications, substitution and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of Bids. Only discounts and alternative proposals read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Summary Bill of Quantities are to be initialled by representative(s) of the Employer attending Bid opening. The

Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with Sub-Clause IB.21.1).

- 23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with the Sub-Clause IB.23.3.
- IB.24. Process to be Confidential**
- 24.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of the result of Bid evaluation in the form of final evaluation report giving justification for acceptance or rejection of Bids which shall be done at least fifteen (15) days prior to award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the Bids evaluated. Any effort by a Bidder to influence the Employer's processing of Bids or Contract award decisions may result in the rejection of such Bidder's Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than five (5) days after the announcement of the final evaluation report.
- IB.25. Clarification of Bids**
- 25.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates and lump sum prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause IB.28.
- 25.2 The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omitting any material information required to be submitted in accordance with the Bidding Documents.
- 25.3 If a Bidder does not provide clarifications of its Bid by the date and time set reasonably (not less than seven (7) days) in the Employer's request for clarification, the Employer may proceed with the evaluation based on the information submitted in the Bid without waiting for the Bidder's response.

- IB.26. Examination of Bids and Determination of Responsiveness**
- 26.1 Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in Sub-Clause IB.12.
- 26.3 A substantially responsive Bid is one which meets the requirements of the Bidding Documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality or performance of the Works; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 26.4 During the evaluation of Bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Documents;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 26.5 The Employer shall examine the technical aspects of the Bid submitted in accordance with Sub-Clause IB.12.1(f), in particular, to confirm that all requirements stated in Specifications have been met without any material deviation, reservation or omission.
- 26.6 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation, reservation or omission.
- IB.27. Nonmaterial Nonconformities**
- 27.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 27.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to

documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 27.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by other lowest two evaluated substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use a suitable CSR, adjusted to the date 28 days earlier to the Bid submission date or its best assessment.
- IB.28. Correction of Arithmetic Errors**
- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
 - (c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- 28.2 The amount stated in the Letter of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid security shall be forfeited in accordance with Sub Clause IB.16.6(b) hereof.
- IB.29. Evaluation and Comparison of Bids**
- 29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 29.2 In evaluating and comparing the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for arithmetic errors pursuant to Clause IB.28;
- (b) price adjustment due to discounts offered in accordance with Sub-Clause IB.23.3;
- (c) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced daywork;
- (d) making an appropriate price adjustment for any quantifiable nonmaterial nonconformities in accordance with Sub-Clause IB.27.3; and
- (e) the additional evaluation factors are specified in Section Evaluation Criteria and Qualification Forms.

29.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bids' comparison.

IB.30. Abnormally Low Bids

30.1 If the Bid Price of the successful Bidder is more than 15% below the lower of the Employer's estimate of the cost of work to be performed under the Contract or average of other lowest two evaluated substantially responsive Bids, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require an additional Performance Security by 10% of the difference of the Bid Price as determined hereinabove upto issuance of Taking Over Certificate at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The Bids having Bid Price lower than 25% shall be liable to be rejected.

IB.31. Unbalanced or Front Loaded Bids

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

F. AWARD OF CONTRACT

IB.32. Award Criteria

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

- IB.33. Employer’s Right to Annul the Bidding Process**
- 33.1 Notwithstanding Clause IB.32, the Employer reserves the right to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation.
- 33.2 The Employer shall upon request communicate to any Bidder who submitted a Bid, the grounds for its rejection of all Bids but is not required to justify those grounds. Rejection of all Bids shall be notified to all Bidders promptly.
- IB.34. Notification of Award**
- 34.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Accepted Contract Amount”).
- The Letter of Acceptance will also state the remedies with respect to Sub-Clauses IB.30 & IB.31 if applicable.
- 34.2 No negotiation with the Bidder having submitted most advantageous Bid or any other Bidder shall be permitted, however, Employer may have clarification meetings before issuing Letter of Acceptance to get clarified any item in the Bid evaluation report.
- 34.3 The Letter of Acceptance/ notification of award and its acknowledgement/acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.
- 34.4 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities in accordance with Sub-Clause IB.16.5.
- IB.35. Performance Security**
- 35.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract and additional Performance Security if applicable under IB.30 as stated in the Letter of Acceptance, within a period of 28 days after the receipt of Letter of Acceptance.
- 35.2 Failure of the successful Bidder to comply with the requirements of Sub Clause IB.35.1 or Clauses IB.36 or IB.37 shall constitute sufficient grounds for the annulment of the award, forfeiture of the Bid security and to award the Contract to the Bidder having submitted next advantageous Bid.
- IB.36. Signing of Contract Agreement**
- 36.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will notify the successful Bidder to depute its representative with appropriate Power of Attorney to sign the

Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

- 36.2 The formal Agreement between the Employer and the successful Bidder shall be executed within 14 days of the receipt of the above stated notification by the successful Bidder from the Employer.
- IB.37. Integrity Pact** 37.1 The Bidder shall sign and stamp the Integrity Pact provided at Schedule-J to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding PKR ten million. Failure to provide such Integrity Pact shall make the Bidder non-responsive.
- IB.38. Instructions not Part of Contract** 38.1 Bids shall be prepared and submitted in accordance with the Instructions to Bidders which are provided to assist the Bidders in preparing Bids but do not constitute part of the Contract.
- IB.39. Corrupt and Fraudulent Practices** 39.1 The Employer will reject a Bid if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract under this bidding.
- 39.2 The Employer will blacklist and hence forthwith debar a Constructor or individual, at any time, in accordance with the prevailing Public Procurement Rules 2004.

BIDDING DATA (BD)

BIDDING DATA

IB Clause Reference	Bidding Data
1.1	<p>Name and address of the Employer:</p> <p>Karachi Tools Dies & Moulds Centre (KTDMC) A Company registered under section 42 of the Companies Act, 2017.</p> <p>Sector 38 NC 24 Korangi Creek Industrial Park adjacent to Pakistan Refinery Limited Korangi Creek Road Karachi.</p>
1.1	<p>Name of the Project & Summary of the Works:</p> <p>“Construction of Various Rehabilitation Works at KTDMC”</p> <ol style="list-style-type: none"> 1) Retrofitting for the existing mezzanine floor room’s false ceiling in the production area. 2) Rehabilitation of washrooms in the production area. 3) Rehabilitation of student’s washrooms on the first floor of admin block. 4) Rehabilitation of the store roof. 5) Rehabilitation of the seminar/classroom roof. 6) Waterproofing of the workshop’s PEB (Pre-Engineered Building) Shed. 7) Construction of the drainage line in the open courtyard area in the admin block. 8) Rehabilitation of all existing building cracks. 9) Construction & Renovation of Masjid.
1.2	<p>Time for Completion for the Works: <u>9 months</u></p>
2.1	<p>Name of the Borrower/Source of Funding:</p> <p>Karachi Tool Dies and Mould Centre.</p>
7.1	<p>Contents of Bidding Documents:</p> <p>Delete the text of Sub-Clause 7.1 and substitute with the following:</p> <p>The Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.</p> <p><u>Technical Bid:</u></p> <p>7.1.1 Volume - I</p> <ul style="list-style-type: none"> • Instruction to Bidders. • Bidding Data Sheet

	<ul style="list-style-type: none"> • Letter of Technical Bid & Schedules to Bid (excluding Schedule-B) • Forms of Bid Security, Performance Security, Contract Agreement, Mobilization Advance Bank Guarantee • General Conditions of Contract (GC) • Particular Conditions of Contract (PC) Part A – Contract Data Part B – Special Provisions • Specifications (SP) Part A – Specific Provisions <p>7.1.2 Volume – II</p> <ul style="list-style-type: none"> • Specifications (SP) Part B – Technical Provisions <p>7.1.3 Volume – III</p> <ul style="list-style-type: none"> • Drawings <p><u>Price Bid:</u></p> <p>7.1.4 Volume – IV</p> <ul style="list-style-type: none"> • Letter of Price Bid • Preamble to Bill of Quantities • Schedule–B to Bid (Bill of Quantities) • Schedule-I to Bid
8.1	Time limit for clarification: <u>07</u> days
8.3	<p>Venue, time, and date of the pre-Bid meeting:</p> <p>A pre bid meeting will be held at Conference Room of KTDMC Head Office at:</p> <p>Time: 11:30A.M</p> <p>Date: 5-06-2026</p> <p>Vanue: KTDMC Board Room</p> <p>Sector 38 NC 24 Korangi Creek Industrial Park adjacent to Pakistan Refinery Limited Korangi Creek Road Karachi.</p>
9.3	Number of days For any addendum: <u>Seven (07)</u>
11.1	Bid language: <u>English</u>
12	Documents Accompanying the Bid:
12.1	Delete the text of Sub-Clause 12.1 and substitute with the following:
12.1 (a)	The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid . Both envelopes to

	<p>be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as under:</p> <p>The Bidder shall submit with its Technical Bid the following documents:</p> <p>Volume – I</p> <ul style="list-style-type: none"> (i) Letter of Technical Bid (ii) Written power of attorney authorizing the signatory of the Bid (iii) Original Bidding Documents (Volume – I) (iv) Dully filled in Schedules to Bid (except Schedule-B & I to Bid) (v) Qualification documents establishing bidders’ eligibility as per Schedule-K. <p>Volume – II</p> <ul style="list-style-type: none"> (i) Specifications (SP) Part B – Technical Provisions <p>Volume – III</p> <ul style="list-style-type: none"> (i) Bid Drawings
12.1 (b)	<p>The Bidder shall submit with its Price Bid the following documents:</p> <p>Volume – IV</p> <ul style="list-style-type: none"> (i) Letter of Price Bid (ii) Bid Security in accordance with clause IB.16. (iii) Preamble to Bill of Quantities (iv) Schedule–B to Bid (Bill of Quantities) (v) Schedule-I to Bid (Integrity Pact)
14.1	Second Paragraph of Sub–Clause 14.1 is deleted in its entirety.
14.2	The Sub-Clause 14.2 is deleted in its entirety.
15.1	<p>Period of Bid Validity:</p> <p>Period of bid Validity is 120 days after the date of bid opening.</p>
16.1	<p>Amount of Bid Security:</p> <p>Bid Security shall be 2% of the Bid Price.</p>
16.2	<p>Delete the text of Sub–Clause 16.2 and substitute with the following:</p> <p>The Bid Security shall be in the form of Pay Order issued by a Scheduled Bank in Pakistan in favor of the Employer valid for a period of 28 days beyond the Bid validity date.</p>
17.1	Alternative Proposal(s) by the Bidder <u>shall not be</u> considered.

18.4	<p>Number of copies of the Bid to be completed and submitted:</p> <p>The Bidder shall prepare and submit the one original and two copies comprising the Bid as described in Clause 7 and 12 of these Instructions to Bidders, and clearly marked "ORIGINAL" and "COPY". The Bids must conform in all respects to the Bidding Documents.</p> <p>The Bidder shall stamp and sign each page of Bidding Documents for the purpose of identification and acknowledgement of acceptance thereof.</p> <p>Searchable pdf versions as well as word, excel etc. versions of the Bid are required: Yes</p>
18.5	<p>Delete the text of Sub-Clause 18.5 and substitute with the following:</p> <p>The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to IB 12.1 hereof. All pages of the Bid shall be initialed and stamped by the person or persons signing the Bid. One (1) copy of Power of Attorney must be attached to the Bid submitted to the Employer if this Bid is signed / executed by a person other than the President, Partner or Owner of the Bidder's Company.</p>
19.1	<p>Delete the text of Sub-Clause 19.1 and substitute with the following:</p> <p>Each Bidder shall submit his Bid for Single Stage - Two Envelope Bidding Procedure and as under:</p> <ul style="list-style-type: none"> (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof. (c) The Technical Bid shall comprise of documents listed in IB-12.1(a) and the Price Bid shall comprise of documents listed in IB-12.1(b) which shall be placed in separate envelopes in accordance with IB-12.1. Both the envelopes of Technical Bid and Price Bid shall be placed in single sealed envelope.
19.2(a)	<p>Employer's address for the purpose of Bid submission:</p> <p>Procurement Department, Karachi Tools, Dies & Moulds Centre, Sector 38 NC 24 Korangi Creek Industrial Park adjacent to Pakistan Refinery Limited Korangi Creek Road Karachi</p>
19.2(b)	<p>Name and Number of the Contract: <u>Construction of Various Rehabilitation Works at KTDMC</u></p> <p>Bid Reference Number: <u>Tender No. 153/KTDMC/2025-26</u></p>
20.1(a)	<p>Deadline for submission of Bids:</p> <p>Time: 10:30 A.M</p>

	<p>Date: 23-JUNE-2026</p> <p>Address:</p> <p>Procurement Department, Karachi Tools, Dies & Moulds Centre, Sector 38 NC 24 Korangi Creek Industrial Park adjacent to Pakistan Refinery Limited Korangi Creek Road Karachi.</p> <p>If the opening is declared a holiday for any reason, then the proposals will be opened on the next working day at the same time.</p> <p><i>[The time and date should be the same as that given in the Invitation for Bids unless subsequently amended pursuant to Sub-Clause IB.20.2.]</i></p>
23.1	<p>Venue, time, and date of Bid opening:</p> <p>Time: 11:00 A.M</p> <p>Date: 23-JUNE-2026</p> <p>Procurement Department, KaraOPENINGchi Tools, Dies & Moulds Centre, Sector 38 NC 24 Korangi Creek Industrial Park adjacent to Pakistan Refinery Limited Korangi Creek Road Karachi.</p> <p>If the opening is declared a holiday for any reason, then the proposals will be opened on the next working day at the same time.</p> <p>The Employer will open the Technical Bids in public at the address, date and time as stated in Notice Inviting Bids and mentioned above in the presence of Bidders’ designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.</p> <p><i>[Date should be the same as that given for the deadline for submission of Bids (Clause IB.20) but time for opening of bids shall be at least thirty minutes after the time for the deadline for submission of Bids.]</i></p>
23.3	<p>Delete the text of Sub–Clause 23.3 and substitute with the following:</p> <p>The envelopes holding the Technical Bids shall be opened one at a time, and the following information will be read out and recorded:</p> <ul style="list-style-type: none"> (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) Any other details as the Employer may consider appropriate. <p>No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 21.1. Only Technical Bids read out and recorded at bid opening shall be considered for evaluation.</p>
	Add the following Sub-Clauses:
23.5	Preliminary Examination of Technical Bids:

	<p>(a) The Employer shall first examine qualification and experience Data as per Schedule-K submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum\ requirement as mentioned in Schedule-K. Only substantially responsive qualification shall be considered for further evaluation.</p> <p>(b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.</p>
23.6	<p>At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being Technically qualified to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.</p> <p>The Employer will the return the Price Bids unopened to the Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document.</p>
23.7	<p>All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:</p> <p>(a) The name of the Bidder;</p> <p>(b) Whether there is a modification or substitution;</p> <p>(c) The Bid Prices, including any discounts and alternative offers;</p> <p>(d) Any other details as the Employer may consider appropriate.</p> <p>Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.</p>
26.5	<p>Examination of Bids and Determination of Responsiveness:</p> <p>Delete the text 'IB.12.1 (f)' and substitute with "IB.12.1(a)".</p>
29.2	<p>Evaluation and Comparison of Bids:</p> <p>Delete the Sub-clause IB-29.2 (e) in its entirety.</p>

LETTER OF BID AND SCHEDULES TO BID

LETTER OF TECHNICAL BID

Bid Reference No. _____
[Name of Contract/ Works]

To: _____

We, the undersigned, declare that,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, and Schedules to Bid including Bill of Quantities, Drawings and Addenda issued in accordance with Instructions to Bidders (IB) 9.
2. We meet the eligibility requirements in accordance with IB.3.
3. We offer to execute and complete in conformity with the Bidding Documents the following Works: "".

Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of one hundred twenty (120) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

4. We, including any Subcontractors for any part of the Contract, are not debarred/ blacklisted by the Employer, any Government/Semi Government/Public Department in Pakistan or foreign country, international organizations or other foreign institutions.
5. We understand that all the Schedules attached hereto form part of this Bid.
6. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB17 (as applicable).
7. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Contract Data.
8. We agree to abide by this Bid for the period of days, inclusive of 14 days beyond Bid validity period (as mentioned at Sr. No. 6 above) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
9. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
10. We understand that you are not bound to accept the lowest or any Bid you may receive.
11. We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.12.1(A) of the Bidding Data Sheet.

12. We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information of fake documents we shall be liable for punitive action under the Applicable Law.

Dated this ____ day of _____ 20 ____

Signature: _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation: _____

LETTER OF PRICE BID

Bid Reference No. _____
[Name of Contract/ Works]

To: _____

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Schedules to Bid including Bill of Quantities, Drawings and Addenda issued in accordance with Instructions to Bidders (IB) 9, for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the said Bidding Documents and Addenda for the sum of Equivalent PKR _____ (Eq. Pak Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of PKR _____ (Pak. Rupees. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
3. We agree to abide by this Bid for the period of _____ days, inclusive of 14 days beyond Bid validity period (as mentioned at Sr. No. 6 above) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works.
6. We understand that you are not bound to accept the lowest or any Bid you may receive.
7. We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information of fake documents we shall be liable for punitive action under the Applicable Law.

Dated this _____ day of _____ 20 _____

Signature: _____

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

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation: _____

SCHEDULE OF ADJUSTMENT DATA
Schedule of Cost Indexation

[The formulae for price adjustment shall be of the following general type:]

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

where:

“ P_n ” is the adjustment multiplier to be applied to the estimated Contract value in the relevant currency of the work carried out in period “ n ”, this period being a month;

“ a ” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“ b ”, “ c ”, “ d ”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“ L_n ”, “ E_n ”, “ M_n ”, are the current cost indices or reference prices for period “ n ”, expressed

in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“ L_o ”, “ E_o ”, “ M_o ”, are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The weightings (coefficients) for each of the factors of cost stated in the following table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variation(s).

SCHEDULE OF ADJUSTMENT DATA

Table I. Local Currency (LC) For Bill Nos. _____

Cost Element	Description	Weightages	Applicable Price
(i)	(ii)	(iii)	(iv)
a	Fixed Portion	0.35	
b	Labour <i>(Labourer (un-skilled) per day, shall be taken as representative of all types of Labour (skilled/unskilled) deployed at site)</i>	0.3	Government of Pakistan (GP) Pakistan Bureau of Statistics (PBS) Monthly Statistical Bulletin.
c	Reinforcing Steel <i>(½" Ø round M.S. Bars per tonne shall be taken as representative of all types and diameters of Steel Reinforcement)</i>	0.15	- do -
d	Cement <i>(SRC cement per bag shall be taken as representative of all types of cement used at the site)</i>	0.15	- do -
e	High Speed Diesel (HSD) <i>(HSD shall be taken as representative of all kind of fuels used in connection with the Contract)</i>	0.05	As announced by Pakistan State Oil (PSO) and prevalent on seven (7) days prior to bid opening date.
	Total	1.00	

Notes:

- 1) Prices for “(b)” to “(d)” shall be taken from the Government of Pakistan, Federal Bureau of Statistics. Monthly Statistical Bulletin. The base prices shall be those prevalent 28 days prior to the latest day for submission of Bids. Current date price of any element shall be those prevalent 28 days prior to the start of execution month to which a particular monthly statement is related.

Prices for “(e)” shall be taken from the Pakistan State Oil (PSO). The base prices shall be those applying 07 days prior to the latest day for submission of Bids. Current prices shall be those applying 07 days prior to the start of the execution month to which a particular monthly statement is related.

- 2) If the Statistical Bulletin of the aforesaid month is not available at the time of Bid opening, then the Basic Prices of Specified Materials will be submitted by the Contractor at the time of their availability and shall be recommended by the Engineer and will be fixed as Basic Prices for Specified Materials for Price Adjustment.

- 3) The prices for the cost elements of (b) to (d) shall be used for the Karachi City.

- 4) Any fluctuation in the prices of materials other than those given above shall not be subject to adjustment of the Contract Price and shall be deemed to be included in the rates and prices quoted by the Bidders.

- 5) The prices of materials provided in this Appendix are for the purpose of price adjustment only. The Contractor shall base his rates entered in the Bill of Quantities on current market prices.

SCHEDULE OF ADJUSTMENT DATA

Table II. Foreign Currency (FC) For Bill Nos. _____

NOT USED

SCHEDULE OF ADJUSTMENT DATA

Table III. Foreign Currency Requirements

NOT USED

SCHEDULE OF ADJUSTMENT DATA

Table IV. Summary of Payment Currencies

NOT USED

BILL OF QUANTITIES

**ATTACHED IN A LATER
SECTION OF THIS
DOCUMENT.**

CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 8.3 of the General Conditions, the whole of the Works, and each Section (if any), shall be completed within the Time for Completion for the Works or Section (as the case may be) stated as hereunder and mentioned in Contract Data:

Description	Time for Completion (days)
Whole Works	

The Bidder shall provide, the Construction Schedule in the bar chart (CPM) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programmed for completion of the whole of the Works and Sections of the Works may meet Employer's completion targets in days noted above and counted from the Commencement Date (Attach sheets as required for the specified form of Construction Schedule).

METHOD OF PERFORMING THE WORK

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

1) Organization Chart:

Shall indicate head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2) Mobilization:

the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

3) Method of executing the Works:

The procedures for installation of equipment and machinery and transportation of equipment and materials to the site and providing all services required for completion of works in accordance with the Contract.

4) Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

5) The Bidder while preparing his methodology for performing and executing the works shall also consider the following:

- a) The timely completion of the Project as per the time provided in Contract.
- b) The Contractor while filling out the list of major equipment required at site, shall ensure that the equipment requirement is in consonance with the construction requirement.
- c) The Contractor is not restricted to carry out the work in single shift. The Contractor should note that if he plans to execute the work in more than single shift than all costs related to the additional superintendence to be provided by the Engineer will be borne by the Contractor. Procedure for such additional costs will be worked out and finalized between the Contractor and Engineer with the consent of the Employer.
- d) The portions of the Site shall be made available to the Contractor in coordination with other Contractors working at site. The Contractor shall prepare the work programmed accordingly.

LIST OF MAJOR EQUIPMENT

The Bidder will provide on Sheet E-2 of this Schedule a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment.

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Sheet E-3.

S. No	Description of Equipment	Total No. of Equipment to be brought/installed/erected at site during execution of Works
1.	Concrete Mixer	01 Nos.
2.	Welding Plant	01 Nos.
3.	Mechanical Vibrator	01 Nos.
4.	Survey Instruments	01 Nos.

Note:

The bidder while preparing his methodology for performing and executing the works and listing out Major Equipment (required to complete the Works in the specified Time Schedule) in this Appendix shall consider the above mentioned minimum requirement of Construction Equipment to be brought/installed/erected at site.

LIST OF MAJOR EQUIPMENT

Owned, Purchased or Leased

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

LIST OF MAJOR EQUIPMENT

Equipment Details

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	
The following information shall not be applicable for equipment owned by the Bidder		
Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

[This Table shall be used for each item of Equipment separately]

ORGANIZATION CHART FOR THE SUPERVISORY STAFF AND LABOUR

MINIMUM MANDATORY STAFF REQUIREMENT:

The Contractor shall arrange the following staff at site immediately upon commencement of works:

Designation	Nos.	Minimum Qualification & Min. Relevant Working Experience
Project Manager (Minimum B.E Civil Engineer registered with Pakistan Engineering Council)	01	<ul style="list-style-type: none">• B.E. Civil Engineer having at least 10 years relevant experience
Site Supervisor (Civil) B-Tech / DAE Civil	01	<ul style="list-style-type: none">• B-Tech / DAE Civil and at least 5 years relevant experience.
Quantity Surveyor B-Tech / DAE Civil	01	<ul style="list-style-type: none">• B-Tech / DAE Civil and at least 5 years relevant experience.
Surveyor Survey Certificate	01	<ul style="list-style-type: none">• Survey certificate and at least 5 years relevant experience.

LIST OF SUBCONTRACTORS

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

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

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

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Bidder in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

- 1) Site Preparation (clearing, land preparation, etc.).
- 2) Provision of Services.
 - a) Electrical power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.)
- 3) Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
- 4) Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
- 5) Other Items Proposed (Security services, etc.)]

Note:

1. The **sitting place / working area** for the contractor shall be allocated by **KTDMC**; however, the contractor shall manage the same at **its own cost and risk**.

INTEGRITY PACT**DECLARATION OF FEES, COMMISSION AND BROKERAGE, ETC. PAYABLE BY THE
BIDDERS/CONTRACTORS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH PAK. RS. 10.00
MILLION OR MORE**

Contract No. _____

Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Employer:

Name of Bidder/Contractor:

Signature:

Signature:

[Seal]

[Seal]

QUALIFICATION CRITERIA

Qualification of Bidders shall be evaluated on the basis of mentioned criteria with **70%** score overall and **50%** score in each category regarding the Bidder's experience record, personnel capabilities, equipment capabilities and financial soundness in addition to fulfillment of mandatory requirements. The Contractor must fill out all the appendices/ annexure of this Document, with correct information, along with relevant acceptable supporting documents of proofs.

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

A. Mandatory Requirements:

- i. Valid registration with PEC in category C-6 or above having BC-02, BC-04, CE-10, CE-11 (General engineering works), CE-11(ix) (General Building works) as codes of specialization. The firm must have at least 3 years of experience.
- ii. Affidavit on stamp paper of no blacklisting prepared within the current month of submission of bidding document.
- iii. Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder. In case, the firm has never been involved in litigation, an affidavit to such effect should be provided.
- iv. An Affidavit on a stamp paper to the effect that all documents/particulars/information given with this Bidding Document are true.
- v. Registration with income tax department (Valid NTN).
- vi. Registration with Sales Tax Department (GST/PST).
- vii. On Active Tax Payer's List at the time of submission of Bid.

Note: Contractor must meet the above mandatory requirements for further evaluation.

B. Detailed Requirements:

The detailed qualification evaluation shall be carried out based on the criteria mentioned below for the different categories, with the minimum passing marks prescribed hereunder:

S. No.	Category	Weightage / Marks Assigned	Passing Marks
1.	Experience Record	35	18
2.	Personnel Capabilities	22	11
3.	Equipment Capabilities	8	4
4.	Financial Soundness	15	8
5.	Work Methodology & Project Schedule	20	5 in Work Methodology 5 in Project Schedule
	Total	100	70

1. Experience:

S. No.	Sub-Category	Marks Assigned	Marks Allocation
a)	Firms Existence (Registration with PEC)	10	<ul style="list-style-type: none"> 03 marks for every 1 year experience until 2025.
b)	Experience as constructor in execution of General Building Works Projects completed during last three (3) years.	15	<ul style="list-style-type: none"> 03 marks will be awarded for each completed project having project cost \geq Rs. 30M. 1 mark will be awarded for project having project cost $<$ Rs. 30M.
c)	Experience as constructor for Similar Works (Rehabilitation works) Projects in-hand / completed during last three (3) years. Contractor must have competed at least 01 (One) project.	10	<ul style="list-style-type: none"> 05 marks will be awarded for each in-hand or completed project having project cost \geq Rs. 30M up to maximum of 10 marks. 2 marks will be awarded for project having project cost $<$ Rs. 30M.
Total Marks Allocated		35	

Note:

- i. The applicants must provide Taking Over/Completion Certificate of completed projects. No marks will be given to the projects for which above letter/certificate is not provided.
- ii. Applicant shall provide complete information of the projects including scope of Constructor and cost of works etc.

2. Personnel Capabilities:

Designation	Marks	Explanation for Marks
Project Manager (Minimum B.E Civil Engineer registered with Pakistan Engineering Council)	10	<ul style="list-style-type: none"> 07 marks shall be awarded for an M.E. Civil Engineer possessing a minimum of 07 years of relevant experience. An additional 01 mark shall be awarded for each additional year of relevant experience beyond the minimum required experience of 07 years. 05 marks shall be awarded for a B.E. Civil Engineer possessing a minimum of 10 years of relevant experience. An additional 01 mark shall be awarded for each additional year of relevant experience beyond the minimum required experience of 10 years.

Site Supervisor (Civil) B-Tech / DAE Civil	6	<ul style="list-style-type: none"> • 04 marks shall be awarded for a B.Tech possessing a minimum of 5 years of relevant experience. An additional 01 mark shall be awarded for each additional year of relevant experience beyond the minimum required experience of 5 years. • 03 marks shall be awarded for a DAE Civil possessing a minimum of 07 years of relevant experience. An additional 01 mark shall be awarded for each additional year of relevant experience beyond the minimum required experience of 07 years.
Quantity Surveyor B-Tech /DAE Civil	3	<ul style="list-style-type: none"> • 03 marks shall be awarded for a B.Tech possessing a minimum of 5 years of relevant experience. • 02 marks shall be awarded for a DAE Civil possessing a minimum of 05 years of relevant experience. An additional 01 mark shall be awarded for each additional year of relevant experience beyond the minimum required experience of 5 years.
Surveyor DAE Civil	3	<ul style="list-style-type: none"> • 03 marks shall be awarded for a DAE Civil possessing a minimum of 05 years of relevant experience.
Total Marks Allocated	22	

Note:

- i. The applicant must provide verifiable proof of employment (i.e. appointment letters, latest salary slips of last 3 months) of the staff and attach detailed CVs & valid PEC Registration Certificates / Diploma / Certificates of the Engineer, DAEs staff. The authentication of personnel with employer firm will be carried out online from PEC website.
- ii. Proportionate marks will be awarded if above mentioned qualification and experience are not met.

3. Equipment Capabilities:

Note:

- i. Proportionate marks

S. No	Description of Equipment	Total No. of Equipment to be brought/installed/erected at site during execution of Works	Mark assigned
1.	Concrete Mixer	01 Nos.	2
2.	Welding Plant	01 Nos.	2
3.	Mechanical Vibrator	01 Nos.	2
4.	Survey Instruments	01 Nos.	2
Total marks			8

J-4
Schedule-J to Bid

4. Financial Capabilities

The Bidder shall submit copies of the annual audited financial statements for the last 3 years, duly certified by Chartered Accountants or Annual Income Tax Returns for last 3 years.

The minimum average annual volume of construction work (Average Annual Turn-Over) shall be Rs.20 million during the last three years.

Average Annual Turn Over (Last Three Years)	Marks Assigned
i. Rs. 20 million to Rs. 30 million	7.5
ii. Above Rs. 30 million to Rs. 50 million	10
iii. Above Rs. 50 million	15
Total Marks Allocated	15

5. Work Methodology & Project Schedule

The Bidder shall submit the Work Methodology as per Schedule-D and the Project Schedule as per Schedule-C, detailing all major activities.

S. No.	Sub-Category	Marks Assigned	Explanation for Marks
a)	Work Methodology	10	As per Schedule-D. Include detailed explanation of all major activities. Each major activity should be elaborated upon to provide a comprehensive understanding of how it will be carried out. Provide Comprehensive understanding of how they plan to execute the project.
b)	Project Schedule	10	As per Schedule-C. Include Timeline and sequence of all major activities. Project Schedule must align with the Work Methodology.
	Total Marks Allocated	20	

STANDARD FORMS

FORM OF PERFORMANCE SECURITY

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor 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 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 Clause11, Defects After Taking Over, 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 defense under the Contract, do hereby irrevocably and independently
guarantee to pay to the Employer without delay upon the Employer's first written demand without
cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for
such demand any sum or sums up to the amount stated above, against the Employer's written
declaration that the Principal has refused or failed to perform the obligations under the Contract
which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

Guarantor
(Schedule Bank/ Insurance Company)

WITNESS:

1. _____

Corporate Secretary (Seal)

Signature _____
Name _____
Title _____
Corporate Guarantor (Seal)

2. _____

Name, Title & Address

Letter of Acceptance
[Letterhead paper of the Employer]

NAME OF CONTRACT: _____

CONTRACT NUMBER: _____

TO: _____

Date: _____

Your Reference: _____

Our Reference: _____

We thank you for your Bid dated for the execution and completion of the Works comprising the above-named Contract and remedying of defects therein, all in conformity with the terms and conditions contained in the Contract.

We have pleasure in accepting your Bid for the Accepted Contract Amount of:

[Currency and amount in figures]

[Currency and amount in words]

In consideration of you properly and truly performing the Contract, we agree to pay you the Accepted Contract Amount or such other sums to which you may become entitled under the terms of the Contract, at such times and as prescribed by the Contract.

We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we undertake to fulfil all our obligations and duties in accordance with the terms of this Contract.

Signature: _____

Signed by: _____

For and on behalf of: _____

Date: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 2024 between _____ (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., _____ 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, in the order of priority, 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:
 - a) This Contract Agreement;
 - b) The Letter of Acceptance;
 - c) The Letter of Bid;
 - d) The Particular Conditions Part A - Contract Data;
 - e) The Particular Conditions Part B - Special Provisions;
 - f) The General Conditions;
 - g) The Specifications Part A - Specific Provisions;
 - h) The Specifications Part B - Technical Provisions;
 - i) The Drawings;
 - j) The Completed Schedules to Bid including Schedule of Prices;
 - k) the JV Undertaking (if the Contractor is a JV); and
 - l) [Employer to insert any other documents forming part of the Contract]

The addenda/corrigenda, if any, (Excluding part relating to Instructions to Bidders along with Bidding Data) shall be deemed to have been incorporated at the appropriate places in the "Documents forming the Contract".

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness

Witness

(Name, Title and Address)

(Name, Title and Address)

DAAB Agreement

[All italicised text and any text within square brackets (except sub-clause headings) in this form of agreement is for use in preparing the form and should be deleted from the final product].

Name and details of the Contract _____

This Agreement made the _____ day of _____ [month], _____ [year],
between

Name and contact details of the Employer _____ (name)
 _____ (address)
 _____ (telephone)
 _____ (email / other contact details);

Name and contact details of the Contractor _____ (name)
 _____ (address)
 _____ (telephone)
 _____ (email / other contact details);

Name and contact details of the DAAB Member _____ (name)
 _____ (address)
 _____ (telephone)
 _____ (email / other contact details);

("DAAB Agreement")

Whereas:

- A. the Employer and the Contractor have entered (or intend to enter) into the Contract;
- B. under the Contract, the "DAAB" or "Dispute Avoidance/Adjudication Board" means the sole member or three members (as stated in the Contract Data of the Contract) so named in the Contract, or appointed under Sub-Clause 21.1 [*Constitution of the DAAB*] or Sub-Clause 21.2 [*Failure to Appoint DAAB Members*] of the Conditions of Contract;
- C. the Employer and the Contractor desire jointly to appoint the above-named DAAB Member to act on the DAAB as:
 - a. the sole member of the DAAB, and where this is the case, all references to the "Other Members" do not apply; or
 - b. one of three members / chairman [*delete the one which is not applicable*] of the DAAB and, where this is the case, the other two persons are:

_____ (name)	_____ (name)
_____ (address)	_____ (address)
_____ (telephone)	_____ (telephone)
_____ (email/ other contact details)	_____ (email/ other contact details)

the “Other Members”; and

D. the DAAB Member accepts this appointment.

The Employer, Contractor and DAAB Member jointly agree as follows:

1. The conditions of this DAAB Agreement comprise:
 - (a) Clause 21 [*Disputes and Arbitration*] of the Conditions of Contract, and any other provisions of the Contract that are applicable to the DAAB’s Activities; and
 - (b) the “General Conditions of Dispute Avoidance/Adjudication Agreement”, which is appended to the General Conditions of the “Conditions of Contract for Construction” Second Edition 2017 published by FIDIC (“GCs”), as amended and/or added to by the following provisions.
2. [Details of amendments to the GCs, if any. For example:
In the procedural rules annexed to the GCs, Rule _ is deleted and replaced by: “ ... “]
3. The DAAB Member shall be paid in accordance with Clause 9 of the GCs. The currency of payment shall be _____.

In respect of Sub-Clauses 9.1 and 9.2 of the GCs, the amounts of the DAAB Member’s monthly fee and daily fee shall be:

monthly fee _____ per month, and
daily fee of _____ per day

(or as otherwise set under Sub-Clause 9.3 of the GCs).
4. In consideration of the above fees, and other payments to be made to the DAAB Member in accordance with the GCs, the DAAB Member undertakes to act as DAAB Member in accordance with the terms of this DAAB Agreement.
5. The Employer and the Contractor shall be jointly and severally liable for the DAAB Member’s fees and other payments to be made to the DAAB Member in accordance with the GCs.
6. This DAAB Agreement shall be governed by the law of _____ (if not stated, the law that governs the Contract under Sub-Clause 1.4 of the Conditions of Contract).

SIGNED by: _____ SIGNED by: _____ SIGNED by DAAB Member: _____

Print name: _____ Print name: _____

Title: _____ Title: _____ Title: _____

for and on behalf of the for and on behalf of the
Employer Contractor

in the presence of in the presence of in the presence of

Witness: _____ Witness: _____ Witness: _____

Name: _____ Name: _____ Name: _____

Address: _____ Address: _____ Address: _____

Date: _____ Date: _____ Date: _____

FORM OF MOBILIZATION ADVANCE GUARANTEE/ BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer')
has entered into a Contract for _____
(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

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

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

AND WHEREAS, _____
(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

Notice in writing of any default, on the part of the Contractor, of which the Employer at his discretion of making decision, shall be given by the Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

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

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

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

Guarantor
(Scheduled Bank/ Insurance Company)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

The Conditions of Contract comprise two parts:

- (a) General Conditions
- (b) Particular Conditions

General Conditions

These Conditions are the “General Conditions” which form part of the “FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red book, Reprinted 2022 with amendments)” published by:

International Federation of Consulting Engineers
(Fédération Internationale des Ingénieurs – Conseils) – (FIDIC)
World Trade Center II - Geneva Airport
P. O. Box 311
CH-1215 Geneva 15
Switzerland
Email: fidic@fidic.org, fidic.pub@fidic.org
Website: <https://fidic.org/bookshop>

The successful Bidder after award of Works shall have to provide two (02) copies of above said “General Conditions” for incorporation in the Contract.

Particular Conditions

The Particular Conditions (PC) complement the General Conditions (GC) to specify dates, contractual requirements, and special circumstances related to the Works. The PC consists of two parts, Part A - Contract Data and Part B - Special Provisions. The provisions to be found in the Special Provisions (Particular Conditions - Part B) take precedence over the equivalent provisions found under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Contract Data (Particular Conditions - Part A) take precedence over the Special Provisions (Particular Conditions - Part B).

Part A - Contract Data

Sub - Clause	Data to be Given	Data
1.1.27	Defects Notification Period (DNP):	<u>180</u> days
1.1.31	Employer's name and address:	[insert Employer's name and address]
1.1.35	Engineer's name and address:	To be nominated later
1.1.73	Sections:	None
1.1.84	Time for Completion:	<u>9 months</u> for whole of the Works
1.3(a) (ii)	agreed methods of electronic transmission:	Not Used
1.3(d)	address of Employer for communications:	Procurement Department Karachi Tools, Dies & Moulds Centre Sector 38 NC 24 Korangi Creek Industrial Park adjacent to Pakistan Refinery Limited Korangi Creek Road Karachi
	address of Engineer for communications:	To be nominated later
	address of Contractor for communications:	_____ [insert Contractor's address at the time of signing of the Contract]
1.4	Contract shall be governed by the law of:	Islamic Republic of Pakistan
	ruling language:	English
	language for communications:	English
1.8	number of additional paper copies of Contractor's Documents:	Two (02)
2.1	after receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	Within 14 days of Signing of Contract Agreement.
2.4	Employer's financial arrangements	The Employer has reserved the funds from its own resources.
3.2 (e)(ii)	Engineer's Duties and Authority	Variation resulting in an increase of the Accepted Contract Amount in excess of one percent (1%) subject to accumulative

		Variations not exceeding five percent (5%) of the Accepted Contract Amount
4.2	Performance Security (as percentage of the Accepted Contract Amount in Currencies) percent: currency:	Ten percent (10%) Pakistani Rupees (PKR)
4.7.2	period for notification of errors in the items of reference	Twenty Eight (28) days
4.19	period of payment for temporary utilities	Not Applicable
4.20	number of additional paper copies of progress reports	Two (02)
5.1(a)	maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	Not Allowed unless approved by The Engineer.
5.1(b)	parts of the Works for which subcontracting is not permitted	Whole of the Works
6.5	Normal working hours on the Site	6 working days (Eight (08) hours)
8.3	number of additional paper copies of programs	Three (03)
8.8 & 14.15(b)	Delay Damages payable for each day of delay	0.1% of the Accepted Contract Amount for delay in completion of whole of the Works.
8.8	maximum amount of Delay Damages	Ten percent (10%) of the Accepted Contract Amount
8.14	Applicability of Incentives for Early Completion	No
14.2	total Advance Payment	Ten percent (10%) of the Accepted Contract Amount excluding Provisional Sums payable in the currencies and proportions in which the Accepted Contract Amount is payable.
14.2.3	percentage deductions for the repayment of the Advance Payment	Deduction shall be made at the amortization rate of 15 % of the value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 2nd IPC provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount less Provisional Sums has been certified for payment. It may be more than 12.5% in the last installment to ensure full repayment.
14.3	period of payment	one month
14.3(b)	number of additional paper copies of Statements	Two (02)
14.3 (iii)	percentage of retention	Five percent (5%)

14.3 (iii)	limit of Retention Money (as a percentage of the Contract Price)	Five percent (5%)
14.5(b)(i)	Plant and Materials for payment when shipped	Not Applicable
14.5(c)(i)	Plant and Materials for payment when delivered to the Site	Not Applicable
14.6.2	minimum amount of Interim Payment Certificate (IPC)	Five Hundred Thousand (Rs. 500,000/-)
14.7(a)	period of payment of Advance Payment to the Contractor	After verification of the bank guarantee.
14.7b(i)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	<u>28 days</u>
14.7b(ii)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	28 days
14.7(c)	period for the Employer to make final payment to the Contractor	<u>56 days</u>
14.8	financing charges for delayed payment	KIBOR+3% per annum for local currency.
14.15	currencies of payment of Contract Price	Pakistani Rupees (PKR)
14.15(a)(i)	Proportions or amounts of Local and Foreign currencies	Local Currency: 100%
14.15(c)	currencies and proportions for payment of Delay Damages	Local Currency: 100%
14.15(f)	rates of exchange	Not Applicable
17.2(d)	forces of nature, the risks of which are allocated to the Contractor	Nil
19.1	permitted deductible limits: i) insurance required for the Works ii) insurance required for Goods iii) insurance required for liability for breach of professional duty iv) insurance required against liability for fitness for purpose (if any is required) v) insurance required for injury to persons and damage to property vi) insurance required for injury to employees vii) other insurances required by Laws and by local practice	i) Nil ii) Nil iii) Nil iv) Nil v) Rupees one hundred thousand (Rs. 100,000) per occurrence with number of occurrences unlimited vi) Rupees one hundred thousand (Rs. 100,000) per occurrence with number of occurrences unlimited vii) Nil
19.1	Periods for submission of insurance:	

	a) evidence of insurance b) relevant policies	Not later than the Commencement Date Within twenty eight (28) day from the Commencement Date
19.2.1(b)	additional amount to be insured (as a percentage of the replacement value)	15% of the replacement value (Accepted Contract Amount)
19.2.2	extent of insurance required for Goods amount of insurance required for Goods	from Ex-Works (i.e., works, factory, warehouse, etc.) to delivery at the Site Full replacement value
19.2.3(a)	amount of insurance required for liability for breach of professional duty	Not Applicable
19.2.3(b)	insurance required against liability for fitness for purpose	Not Applicable
19.2.3	period of insurance required for liability for breach of professional duty	Until the date of issuance of Performance Certificate
19.2.4	amount of insurance required for injury to persons and damage to property	Injury to person and Fatal case: in accordance with Workmen Compensation Act Damage to Property: _____ [Employer to insert amount(s) as per his assessment of the adjoining property(ies) other than the Works] without limit to the number of incidents
19.2.6	other insurances required by Laws and by local practice	All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan
21.1	time for appointment of the DAAB	Appointment of the DAAB shall be made when Dispute arises between the Parties.
21.1	the DAAB shall comprise	Sole Member
21.1	List of proposed members of DAAB - proposed by Employer - proposed by Contractor	[to be inserted at the time of signing of the Contract] 1. _____ 2. _____ 3. _____ 1. _____ 2. _____ 3. _____
21.2	Appointing entity (official) for DAAB members	Chairman Pakistan Engineering Council (PEC) from the list of PEC approved arbitrators published at its website

21.6	Rules of Arbitration	PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive. The place of Arbitration shall be in the Employer's country: Karachi
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Particular Conditions

Part B - Special Provisions

- 1.1 Definitions 1.1.76 "Specification"
Following is added at the end:
"and consists of two parts i.e.,
i) "Part A - Specific Provisions"; and
ii) "Part B - Technical Provisions"."
- 1.1 Interpretation
"and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).
Sub-paragraph (k) is added:
"(k) The word "tender" is synonymous with "bid" the word tenderer with "bidder", the words "tender documents" with "bidding documents" and "Schedule of Prices" with "Bill of Quantities", as applicable."
- 1.5 Priority of Documents
The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:
(a) the Contract Agreement;
(b) the Letter of Acceptance;
(c) the Letter of Bid;
(d) the Particular Conditions Part A - Contract Data;
(e) the Particular Conditions Part B - Special Provisions;
(f) the General Conditions;
(g) the Specification Part A - Specific Provisions;
(h) the Specification Part B - Technical Provisions;
(i) the completed Schedules to Bid including Bill of Quantities;
(j) the Drawings;
(k) the JV Undertaking (if the Contractor is a JV); and
(l) (l) any other documents forming part of the Contract.

The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.
- 1.6 Contract Agreement
In the last line of the 1st paragraph the text "shall be borne by the Employer" is substituted by "shall be reimbursed by the Employer to the Contractor".
- 3.1 The Engineer
In sub-paragraph (a) the text "as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)" are added after the words "professional engineer".
- 3.2 Engineer's Duties and Authority
The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

(a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [Subcontractors]
(b) Any action under Sub-Clauses 8.9 [Employer's Suspension] and 8.12 [Prolonged Suspension]

- (c) Issuance of "Taking Over Certificate" under Sub-Clause 10.1 [Taking Over the Works and Sections].
- (d) Issuing the "Performance Certificate" under Sub-Clause 11.9 [Performance Certificate].
- (e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (f) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering].
- (g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money].
- (h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC].
- (i) Extra payment as a result of Contractor's claims under Clause 20 [Employer's and Contractor's Claim].

Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer's Duties and Authority] of the General Conditions.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility 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, despite the absence of approval of the Employer, 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 Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Following is added after the words "the Employer's consent is required" in 4th paragraph:

"stating that the Employer's consent has been obtained for that specified authority"

4.2 Performance Security

4.2.1 Contractor's Obligations

The entity issuing the Performance Security and its form shall be as under:

The Performance Security shall be, at the option of the Contractor, issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or

(c) an Insurance Company listed in the Contract Data with minimum rating of AA+ by PACRA/VIS.

Following paragraph is added at the end of this Sub-Clause:

“The amount of Performance Security shall be reduced to 50% following issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of Conditions of Contract.”

4.3 Contractor’s Representative

In second paragraph the text “professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “qualified, experienced”.

In the 3rd paragraph the words “28 days” are substituted by “14 days”. In 2nd line of 4th paragraph the text “or appoint a replacement” is substituted by “except appointment of a suitable temporary replacement is deployed at the Site”

4.4 Contractor’s Documents

4.4.2 As-Built Records

First paragraph is deleted and the text in the last paragraph is substituted with the following:

“The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works as built. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings.

The price of such Drawings shall be deemed to be included in the Contract Price.”

Following Sub-Clause is added:

4.4.4 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer’s review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

4.8 Health and Safety Obligations

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

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

4.20 Progress Reports

At the end of sub-paragraph (g) the word “and” is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with “;”, and the following new sub-paragraphs are added as:

- (i) planned programmed for the execution of the Works for next 56 days to enable the Engineer to determine its programmed of inspection and testing;
- (j) monthly summary of daily job record indicating weather conditions, deployment of Contractor’s Equipment, labor employment, local material procurement and material import, if any; and
- (k) Salient contractual and project information.

5.1 Subcontractors

Add the following text at the end of paragraph (ii):

“under Schedule to Bid”

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

“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub- Clause 15.2.3 [*After Termination*].

The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for subcontracts for the Works, and endeavor to employ such contractors as Subcontractors.”

5.2 Nominated Subcontractors

5.2.2 Objection to Nomination

In sub-paragraph (c), “and” is deleted from the end of (i); “.” at the end of (ii) is replaced with: “, and”.

The following is then added as (iii):

“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [*Payment to nominated Subcontractors*].”

6.1 Engagement of Staff and Labor

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

“The Contractor shall, to the extent practicable and reasonable, employ staff (not less than 50%) and labor (not less than 85%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.”

6.7 Health and Safety of Personnel

The existing text is substituted with the following:

“In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes 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 reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.”

6.8 Contractor’s Superintendence

Insert at the end of sub-paragraph (a) of this Sub-Clause:

"or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties"

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

“The Contractor’s authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council.

The Contractor’s authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.”

6.12 Key Personnel

The following is inserted at the end of the last paragraph:

“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12:

6.13 Foreign Personnel

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use all reasonable endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor’s personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

- 6.14 **Supply of Foodstuffs** The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- 6.15 **Supply of Water** The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 6.16 **Measures against Insect and Pest Nuisance** The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 6.17 **Alcoholic Liquor or Drugs** The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 6.19 **Festivals and Religious Customs** The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
- 6.20 **Funeral Arrangements** The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- 6.21 **Forced Labour** The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
- 6.22 **Child Labour** The Contractor, including its Subcontractors, shall not employ or engage child labor in accordance with relevant law(s) in force in Islamic Republic of Pakistan.
- 6.23 **Employment Records of Workers** The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [*Contractor's Records*].
- 6.24 **Workers' Organizations** The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.
- 6.25 **Non-Discrimination and Equal Opportunity** The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and

fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

6.26 Epidemics

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

7.7 Ownership of Plant and Materials

The following is added before the first paragraph: "Except as otherwise provided in the Contract,"

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

"No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:

- (i) remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or
- (ii) replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).

Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.

The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause."

The following Sub-Clause 7.9 is added after Sub Clause 7.8:

- | | |
|--|--|
| 7.9 Use of Pakistani Materials and Services | The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard. |
| 8.1 Commencement of Works | The following is added before the first paragraph:
"After signing of the Contract Agreement by both Parties," and thereafter the word "The" is replaced with the word "the". |
| 8.5 Extension of Time for Completion | The following is added after paragraph (c):
"for last five years". |

The following Sub-Clause 8.14 is added after Sub-Clause 8.13:

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| 8.14 Incentives For Early Completion | If Contract Data does not state applicability of incentives for early completion, this Sub-Clause shall not apply.

The Contractor shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to bonus payment if the Works and/or each Section is completed earlier than the Time for Completion for the Works or Section (as the case may be). The amount of bonus for early completion of the Works and/or each Section shall be upto a limit and at a rate to 50% of the relevant limit and rate of delay damages prescribed in Contract Data and shall be paid for every day which shall elapse between the relevant Date of Completion of the Works or Section and the relevant Time for Completion.

For the purposes of calculating any bonus payment, the applicable Time for Completion stated in the Contract Data is fixed and no adjustments of this time by reason of granting an EOT will be allowed. |
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The following Sub-Clause 11.12 is added after Sub-Clause 11.11:

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| 11.12 Supervisory Assistance During DNP | If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion. |
| 12.2 Method of Measurement | The following paragraph is added at the end of the Sub-Clause: |

- “Summary of measured quantity for payment shall be delineated item-wise under four heads namely; “Schedule of Prices Quantity”, “Quantity Executed To-date”, “Quantity Certified Previously” and “Net Quantity Executed under this Certificate”.
- 12.3 Valuation of the Works** The following text is added at the end of fifth paragraph of the Sub-Clause:
 “Sum of overhead charges and profit for sub-paragraph (a) shall be Twenty Five percent (25%)”.
- 13.4 Provisional Sums** The following paragraph is inserted as the penultimate paragraph:
 “The Provisional Sum shall be used to cover the Employer’s share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and the satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.
- 13.6 Adjustments for Changes in Laws** The following paragraphs are added at the end of the Sub- Clause:
 “Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [*Adjustments for Changes in Cost*].”
- 14.1 Advance Payment** 14.2.1 Advance Payment Guarantee
 The entity issuing the Advance Payment Guarantee and its form shall be as under:
 The Advance Payment Guarantee shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the Contract Data with minimum rating of AA+ by PACRA/VIS.
- 14.6 Issue of IPC** 14.6.1 The IPC
 In the first line of the 1st paragraph the words “28 days” are substituted by “14 days”.
- 14.7 Payment** Delete ‘.’ At the end of last paragraph and add the words
 “or through crossed cheque in favour of the Contractor.
- 14.8 Delayed Payment** In the first paragraph, third line, the words “compounded monthly” are deleted.
 The text of 2nd paragraph is deleted and substituted with the following:

- “The Employer shall pay to the Contractor compensation at the rate stated in the Contract Data.”
- 15.2 Termination for Contractor’s Default
- 15.2.1 Notice
- Following text is added at the end of sub-paragraph (h) of this Sub-Clause:
- “For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004.”
- 15.2.3 After Termination
- The word “and” at the end of sub-paragraph (ii) of paragraph (b) is deleted the following paragraph is added after sub-paragraph (iii):
- “(iv) all Employer-Supplied Materials and/or Employer’s Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied Materials and Employer’s Equipment], and”
- 15.4 Payment after Termination
- The following text is added at the end of this Sub-Clause:
- “The Employer shall be entitled to sell any of the Contractor’s Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause including any outstanding payments to the Subcontractors.
- 16.2 Termination by Contractor
- 16.2.1 Notice
- The sub-paragraph (j) is deleted in its entirety.
- At the end of sub-paragraph (i) “; or” is replaced with “.” and at the end of sub-paragraph (h) “;” is replaced with “; or”.
- In sub-paragraph (f) “84 days” are replaced with “180 days” and text “for reasons not attributable to the Contractor” is added at the end.
- 16.3 Contractor’s Obligations After Termination
- Sub-paragraph (c) is deleted and replaced with:
- "(c) deliver to the Engineer all Employer-Supplied Materials and/or Employer’s Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [*Employer-Supplied Materials and Employer’s Equipment*]; and
- (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site."
- 17.1 Responsibility for Care of the Works
- After the two instances of “Goods” in the last paragraph, the words “Employer-Supplied Materials and/or Employer’s Equipment” are added.

The following Sub-Clause 17.7 is added after Sub-Clause 17.6:

- 17.7 Use of Employer’s Accommodation/ Facilities
The Contractor shall take full responsibility for the care of the items of the Employer’s facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer.

If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor’s risk and cost.
- 18.1 Exceptional Events
The words “or disorder” are replaced with “disorder or sabotage” in sub-paragraph (c) of the Clause.
- 18.4 Consequences of an Exceptional Event
The following is added at the end of sub-paragraph (b) after deleting the “.”:

“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [*Insurance to be provided by the Contractor*].”
- 18.5 Optional Termination
In sub-paragraph (c), the words “and necessarily” are added after the words “was reasonably”.
- 19.1 General Requirements
Following text is added at the end of first paragraph:

“The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer’s consent.”

Following text is added at the end of third paragraph:

“The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5.”
- 19.2 Insurance to be provided by the Contractor
19.2.5 Injury to employees
The words “sickness, disease” are deleted in the third line of first paragraph.

The following Sub-Clause is added after Sub-Clause 19.2.6:

19.2.7 Insurance Company

“The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data with minimum rating of AA+ by PACRA/VIS.
- 21.6 Arbitration
The word “international” is deleted in the sixth line of first paragraph. The text of sub-paragraph (a) is substituted with the following:

“the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data;”

The following Clauses are added after Clause 21

- 22 **Custom Duty** The Contractor shall be liable to pay custom duty arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such duties.
- 23 **Taxes** The Contractor, Subcontractors and their employees shall be liable to pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such taxes.
- 24 **Integrity Part** If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to :
- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agent or servants;
 - (b) terminate the Contract; and
 - (c) Recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants.

The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub-paragraph (a) and (c) of this Sub-Clause.

SPECIFICATIONS

PART A - SPECIFIC PROVISION

PART B - TECHNICAL PROVISION

DRAWINGS

The drawings are attached on our website at the following link
<https://ktdmc.com/downloads/>. Interested bidders may download them accordingly.

BILL OF QUANTITIES (BOQs)

The BILL OF QUANTITIES are attached on our website at the following link <https://ktdmc.com/downloads/>. Interested bidders may download them accordingly.