GOVERNMENT OF PAKISTAN
MINISTRY OF COMMUNICATIONS
NATIONAL HIGHWAY AUTHORITY

Office of the Member (Central Zone), NHA Lahore

TENDER DOCUMENTS
FOR

CONTRACT / BID DOCUMENT FOR PROCUREMENT
OF
CONSTRUCTION OF WEIGH STATIONS ON NATIONAL HIGHWAYS
(For FY 2015-16)

(Package-03)

M/s _______________________________________

NHA (1) CONTRACTOR
**CONTRACT SUMMARY**

**Name of Work**: CONSTRUCTION OF WEIGH STATIONS ON NATIONAL HIGHWAYS  
(Package-3)  
Construction of Weigh Stations at Km 114-115 (NB) N-70 near Sakhi Sarwar, D.G Khan

- **Bid Security**: Rs. 400,000
- **Date of Submission**: 24-05-2016
- **Completion Time**: 180 days
- **Defect Liability Period**: One Year

**Detail of Bid Security**:  
(Package-3)  
Construction of Weigh Stations at Km 114-115 (NB) N-70 near Sakhi Sarwar, D.G Khan

- **Package No.**: 
- **Amount (Rs.)**: ____________________________
- **DD # / Pay Order #**: ____________________________
- **Date**: ____________________________
- **Bank**: ____________________________

**Name, Signature and Seal of Contractor/Bidder**

NHA (2) CONTRACTOR
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SECTION -1
CONSTRUCTION OF WEIGH STATIONS ON NATIONAL HIGHWAYS (PACKAGE-03)

NATIONAL HIGHWAY AUTHORITY
MINISTRY OF COMMUNICATIONS
GOVERNMENT OF PAKISTAN

INVITATION FOR BIDS

1. National Highway Authority (NHA) invites sealed bids from eligible bidders who can prove their eligibility and qualification as mentioned in the Bidding Documents for the below mentioned works. The estimated cost and other information of works are as under:

<table>
<thead>
<tr>
<th>Package</th>
<th>Region</th>
<th>Description of Work</th>
<th>Engineer’s Estimate</th>
<th>Financial Thresholds Required Rs. (Million)</th>
<th>Completion Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Package wise (Rs.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Package-1</td>
<td>Punjab-South</td>
<td>Construction of Weigh Station at Km 668 (NB) N-5 near Iqbalabad, R.Y. Khan</td>
<td>19,503,509/-</td>
<td>Cash Flow ≥ 19 Turn Over ≥ 110</td>
<td>180 Days</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Construction of Weigh Station at Km 1010 (NB) N-5 near Khanewal</td>
<td>17,181,400/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Package-2</td>
<td>Punjab-South</td>
<td>Construction of Weigh Stations at Km 547-548 (NB) N-55 near Rojhan, D.G. Khan</td>
<td>20,165,012/-</td>
<td>Cash Flow ≥ 21 Turn Over ≥ 121</td>
<td>180 Days</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Construction of Weigh Stations at Km 547-548 (SB) N-55 near Rojhan, D.G. Khan</td>
<td>20,165,012/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Package-3</td>
<td>Punjab-South</td>
<td>Construction of Weigh Station at Km 114-115 (NB) N-70 near Sakhi Sarwar, D.G. Khan</td>
<td>19,362,814/-</td>
<td>Cash Flow ≥ 10 Turn Over ≥ 58</td>
<td>180 Days</td>
</tr>
<tr>
<td>Package-4</td>
<td>Punjab-North</td>
<td>Construction of Weigh Stations at Khushal Garh Bridge (NB) N-80</td>
<td>19,780,321/-</td>
<td>Cash Flow ≥ 20 Turn Over ≥ 119</td>
<td>180 Days</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Construction of Weigh Stations at Khushal Garh Bridge (SB) N-80</td>
<td>19,780,321/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Package-5</td>
<td>Motorway (M-4)</td>
<td>Construction of Weigh Stations at Kamal Pur Interchange (SB) M-4</td>
<td>24,071,104/-</td>
<td>Cash Flow ≥ 12 Turn Over ≥ 73</td>
<td>180 Days</td>
</tr>
<tr>
<td>Package-6</td>
<td>Motorway (M-4)</td>
<td>Construction of Weigh Stations at Gojra Interchange (NB) M-4</td>
<td>26,714,505/-</td>
<td>Cash Flow ≥ 14 Turn Over ≥ 80</td>
<td>180 Days</td>
</tr>
<tr>
<td>Package-7</td>
<td>Motorway (M-4)</td>
<td>Construction of Weigh Stations at Painsra Interchange (NB) M-4</td>
<td>27,500,496/-</td>
<td>Cash Flow ≥ 15 Turn Over ≥ 89</td>
<td>180 Days</td>
</tr>
<tr>
<td>Package-8</td>
<td>Motorway (M-4)</td>
<td>Construction of Weigh Stations at Painsra Interchange (SB) M-4</td>
<td>29,451,744/-</td>
<td>Cash Flow ≥ 14 Turn Over ≥ 83</td>
<td>180 Days</td>
</tr>
<tr>
<td>Package-9</td>
<td>Motorway (M-4)</td>
<td>Construction of Weigh Stations at Amin Pur Interchange (NB) M-4</td>
<td>23,906,219/-</td>
<td>Cash Flow ≥ 12 Turn Over ≥ 72</td>
<td>180 Days</td>
</tr>
<tr>
<td>Package-10</td>
<td>Motorway (M-4)</td>
<td>Construction of Weigh Stations at Amin Pur Interchange (SB) M-4</td>
<td>24,922,967/-</td>
<td>Cash Flow ≥ 13 Turn Over ≥ 75</td>
<td>180 Days</td>
</tr>
</tbody>
</table>

2. Bidding will be carried out by adopting “Single Stage-Two Envelope” bidding procedure. Bidders are required to be in a possession of valid Pakistan Engineering Council (PEC) Certificate in Category of minimum C-4 or above with specialization in CE-01 and CE-10 for the year 2016 and submit the sealed bids for each package separately. Joint Venture (JV) of maximum Two (02) firms is also admissible; however, one of the firm forming JV must be licensed in a minimum Category of C-4.

NHA (5) CONTRACTOR
3. Bidders may collect Bidding Documents from the office of the Director (Central Zone) NHA, Lahore on working day during the working hours on payment of Rs.2,000/- per package in the shape of Demand Draft in favor of National Highway Authority “Road Maintenance Account” before bid submission time. Bidders can also download bidding documents from NHA’s website. Bids shall be received in Conference Room of NHA Regional Office NHA Lahore on 24-05-2016 till 1100 hours. Bidders representatives would be required to present the “Authority to Submit the Bid” while submitting the bids. The envelope containing “Technical Bid” for each package will be opened on the same day at 1130 hours in the presence of bidder’s representatives who choose to attend. Second envelope containing “Financial Bid” of only technically qualified bidder(s) will be opened on the date which will be communicated later on.

4. Bid security of an amount in the form and validity as mentioned in the bidding documents, must be accompanied with “Technical Bid” for each package.

5. NHA reserves the right to reject any or all bids as per the PPRA Rules.

Director (Central Zone)
Shahpur Interchange, Multan Road
Lahore
Ph. No.042-99232565
Fax No.042-99232547
INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bidding Data Sheet will not be part of the Contract and will cease to have effect once the contract is signed.)

A. GENERAL

IB.1 Scope of Bid

1.1 The Employer as defined in the Bidding Data Sheet hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data Sheet hereinafter referred to as the “Works”.

1.2 The successful bidder will be expected to complete the Works within the time specified in the bid documents.

IB.2 Source of Funds

2.1 The project shall be financed and recouped from Road Maintenance Account (RMA), NHA

IB.3 Eligible Bidders

3.1 This Invitation for Bids is open to all bidders meeting the following requirements:

a. An applicant shall be a private, public or government owned legal entity (company/firm) or any combination of them in the form of association(s) including joint ventures (JV) with the formal intent, as evidenced by the letter of intent, to enter into an agreement or under the existing agreement.

b. An applicant shall have been registered with the Pakistan Engineering Council (PEC) and shall have a valid registration certificate for the year 2016 in the category C-4 or above with specialization in CE-01 & CE-10.

c. Applicant and all parties constituting the applicant shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the designs or technical specifications of the works that are the subject of this prequalification.

d. The applicant must not be a defaulter of revenue of NHA, in any case/ shape or inventory/assets loss or utility bills at any section/ toll plazas/ weigh stations/ police fines/ mobile workshops etc. However, the bidder having any disputed case which is under process at any stage shall be allowed subject to the approval of Member (Finance).

e. Applicant that has relevant experience as a contractor. Experience of firms as sub-contractor against the projects of similar nature will not be considered for evaluation. (Letter of award and completion certificate are must be provided).

f. The Applicant has the capacity to generate Cash Flow of Rs. 10 Millions.

g. The Applicant with satisfactory Past or present performance with NHA or any other executing agency and that have not been blacklisted earlier by any government agency/ authority/organization.
3.3 The company/firms is required to provide SECP Registration Form or concerned Registration of Firms Certificate whichever is applicable.

**IB.4 One Bid per Bidder**

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

**IB.5 Cost of Bidding**

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

**IB.6 Site Visit**

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. Schedule to Bid (Schedule A to I)
4. Conditions of Contract
5. Contract Data
6. Standards Forms
7. Specifications
8. Drawings

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder’s own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.
IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer’s address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 14 days prior to the deadline for submission of bids.

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.

IB.9 Amendment of Bidding Documents

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

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

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

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Comprising the Bid

11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Qualification & Technical Documents and the other the Tender/Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 A & B.

11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) firms shall comply with the following requirements:

(a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of
acceptance failing which the contract and the letter of acceptance shall stand void and redundant.

(b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of both the joint venture partners;

(c) The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

(d) Both partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and

(e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

11.3 The Bidder shall furnish, as part of the Qualification & Technical Documents, a Qualification & Technical Documents including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

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

12.3 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.
**IB.13 Currencies of Bid and Payment**

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees.

**IB.14 Bid Validity**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data Sheet after the Date of Bid Opening specified in Clause IB.23.

14.2 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 shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

**IB.15 Bid Security**

15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees or an equivalent amount in a freely convertible currency.

15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the Bid Validity date.

15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.

15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

15.6 The Bid Security may be forfeited:

   (a) If the bidder withdraws his bid except as provided in IB 22.1;
   (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 27.2 hereof; or
   (c) In the case of successful bidder, if he fails within the specified time limit to:

      (i) Furnish the required Performance Security;
      (ii) Sign the Contract Agreement

**IB.16 Alternate Proposals by Bidder (Not Applicable)**

16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any
Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Letter of Price Bid shall be that which represents complete compliance with the Bidding Documents. The technical details and financial implication involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.

16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting (Not Applicable)

17.1 The Employer may, on his own motion 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, is as stipulated in the Bidding Data Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than during or before the proposed pre-bid meeting.

17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in 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.

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

IB.18 Format and Signing of Bid

18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

18.2 All appendices to Bid are to be properly completed and signed.

18.3 No alteration is to be made in the Letters of Tender/Price and Qualification & Technical Documents nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

18.4 The Bidder shall prepare one original of the Qualification & Technical Documents and one original of the Tender/Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it “ORIGINAL – QUALIFICATION & TECHNICAL DOCUMENTS” and “ORIGINAL – TENDER/PRICE BID”. In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

18.7 Bidders shall indicate in the space provided in the Letters of Qualification & Technical Documents and Tender/Price Bids, 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 as their file copy.

D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

(a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
(b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof.
(c) The Qualification & Technical Documents (Envelope-A) should comprise of documents listed in IB11.1 (A) & the tender/price bid (Envelope-B) should comprise of documents listed in IB 11.1 (B) which shall be placed in separate envelopes in accordance with IB 11.1.

19.2 The inner and outer envelopes shall:

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

19.3 In addition to the identification required in IB 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21

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

IB.20 Deadline for Submission of Bids

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

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

IB.21 Late Bids

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

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

IB.22 Modification, Substitution and Withdrawal of Bids

22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.

22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with IB 22.1 and 27.2.

22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.
**E  BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE**

**IB. 23 Bid Opening**

23.1 The Employer will open the Qualification & Technical Documents (Envelope-A) in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders’ designated representatives and anyone who choose to attend. The Tender/Price Bids (Envelope-B) will remain unopened and will be held in custody of the Employer until the specified time of their opening.

23.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

23.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Qualification & Technical Documents and/or Substitution Tender/Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Qualification & Technical Documents, if any, shall be opened, read out, and recorded. Substitution Tender/Price Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

23.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Qualification & Technical Documents and/or Tender/Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Qualification & Technical Documents. Only the Qualification & Technical Documents, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Tender/Price Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

23.5 Other envelopes holding the Qualification & Technical Documents shall be opened one at a time, and the following read out and recorded:

(a) the name of the Bidder;
(b) whether there is a modification or substitution;
(c) the presence of a Bid Security, if required; and
(d) Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Qualification & Technical Documents except for late bids, in accordance with IB 21.1. Only Qualification & Technical Documents read out and recorded at bid opening shall be considered for evaluation.
Evaluation of Qualification & Technical Documents (Envelope-A)

23.6 a) Preliminary Examination eligibility of Qualification & Technical Documents

That the PEC Certificate, letter of Qualification & Technical Documents, Bidder’s Info, bid schedules and related documents are provided are properly filled and signed the bidder.

b) Detail Evaluation of Qualification of Bidders

The Employer shall first examine qualification and experience Data as per schedule C to I submitted by the Bidder. The Qualification & Technical Documents examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in schedule C to I. Only substantially responsive qualification shall be considered for further evaluation.

23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Qualification & Technical Documents as required under these bidding documents.

23.8 At the end of the evaluation of the Qualification & Technical Documents, the Employer will invite only those bidders who have submitted substantially responsive Qualification & Technical Documents and who have been determined as being qualified for award to attend the opening of the Tender/Price Bids.

The date, time, and location of the opening of Tender/Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Tender/Price Bids.

23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Qualification & Technical Documents being substantially non-responsive to the requirements of the Bidding Document and return their Tender/Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Tender/Price Bids.

23.10 The Employer shall conduct the opening of Tender/Price Bids of all Bidders who submitted substantially responsive Qualification & Technical Documents, publically in the presence of Bidders’ representatives who choose to attend at the address, date and time specified by the Employer. The Bidder’s representatives who are present shall be requested to sign a register evidencing their attendance.

23.11 All envelopes containing Tender/Price Bids shall be opened one at a time and the following read out and recorded:

(a) The name of the Bidder;
(b) Whether there is a modification or substitution;
(c) The Tender/Bid Prices, including any discounts and alternative offers; &
(d) Any other details as the Employer may consider appropriate.

Only Tender/Price Bids and discounts, read out and recorded during the opening of Tender/Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Tender/Price Bids.
23.12 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Employer.

**IB.24 Process to be Confidential**

24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten 10 days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder’s bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report. However mere fact of lodging a complaint shall not warrant suspension of the procurement process.

**IB.25 Clarification of Bids**

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

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

**IB.26 Examination of Bids and Determination of Responsiveness**

26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the bidder’s obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.

26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/clarification in writing which shall be responded in writing.
IB.27 Correction of Errors

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

(a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

27.2 The amount stated in the Letter of Tender/Price Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with IB.15.6 (b) hereof.

IB.28 Evaluation and Comparison of Bids

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

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

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

28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

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

IB.29 Award

29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB 29.2.

29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder’s capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

IB.30 Employer’s Right to Accept any Bid and to Reject any or all Bids

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

IB.31 Notification of Award

31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).

31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.

31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.

31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data Sheet and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance.
32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**IB.33 Signing of Contract Agreement**

33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

**IB.34 General Performance of the Bidders**

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

**IB.35 Integrity Pact**

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

**IB.36 Instructions not Part of Contract**

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

Instructions to Bidders
Clause Reference

1.1 Name and address of the Employer:
Chairman, National Highway Authority, 28-Mauve Area, G-9/1 Islamabad.

Brief Description of Works:
Construction of Weigh stations on National Highways as per following detail:

<table>
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<tr>
<th>Package</th>
<th>Region</th>
<th>Description of Work</th>
<th>Engineer's Estimate</th>
<th>Financial Thresholds Required Rs. (Million)</th>
<th>Completion Period</th>
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<tr>
<td>Package-3</td>
<td>Punjab-South</td>
<td>Construction of Weigh Station at Km 114-115 (NB) N-70 near Sakhi Sarwar, D.G. Khan</td>
<td>19,362,814/</td>
<td>Cash Flow ≥ 10 Turn Over ≥ 58</td>
<td>180 Days</td>
</tr>
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</table>

2.1 Source of Funding:
This project shall be financed through Road Maintenance Accounts (RMA) funds.

8.1 Time Limit for Clarification:
Nil

10.1 Bid Language:
The same language in which the Bidding Documents are written in English

11.1 The Bidder shall submit with its Qualification & Technical Documents and Tender/Price Bid the following documents:

(A) The Qualification & Technical Documents (Envelope-A)
The Qualification & Technical Documents (Envelope-A) shall comprise the following :

a) i) Letter of Qualification & Technical Documents
   ii) Bid Security
iii) Firms registration certificate witnessing / Showing the names of its owners / M.Ds.
iv) Power of attorney to sign and to submit the bid

b) **Bidders qualifications;**

Documentary evidence in accordance to schedule G & H to Bid establish bidders qualification i.e.

Schedule B to Bid: Specific Works Data
Schedule C to Bid: Proposed Programme of Works
Schedule D to Bid: Method of Performing Works
Schedule E to Bid: List of Machinery & Major Equipments
Schedule F to Bid: Technical/Managerial Staff Requirement & Organization Chart
Schedule G to Bid: Financial Competence & Access to Financial Resources
Schedule H to Bid: Past Performance, Similar Experience and Present Commitments
Schedule I to Bid: Integrity Pact

c) Qualification & Technical Documents *(Envelope-A)* shall not contain any information in respect to the prices and rates which shall entirely be part of Price/Financial bid.

(B) **The Price / Financial Bid (Envelope-B)**

a) Letter of Price Bid
b) Schedule A to Bid: Schedule of Prices (Bill Of Quantities)
c) Any other documents

13.1 Bidders to quote entirely in **Pak Rupees.** The payment shall be made in Pak Rupees.

14.1 **Period of Bid Validity:**

*180 (One hundred & eighty days) after the date of bid opening.*

15.1 **Amount of Bid Security:**

The Bid Security shall be, at the option of the bidder, in the form of call deposit or a bank guarantee issued by a Scheduled Bank in Pakistan in favour of "National Highway Authority, Road Maintenance Account, Islamabad". The Bid Security must be submitted along with Technical Bid.

The required amount for Bid Security against Package-03 is as under:

<table>
<thead>
<tr>
<th>Package No.</th>
<th>Estimated Amount (Rs.)</th>
<th>Bid Security Amount (Rs.)</th>
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</thead>
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<tr>
<td>03</td>
<td>19,362,814/-</td>
<td>400,000/-</td>
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NHA (22) CONTRACTOR
17.1 Pre-Bid meeting

Nil

18.4 Number of copies of the Bid required:

One original and one copy.

19.2(a) Employer's address for the purpose of Bid submission:

Director (Central-Zone)
National Highway Authority
Shahpur Interchange, Thokar Niaz Baig, Multan Road Lahore
Phone No. 042-99232565

19.2(b) Name and Number of the Contract:

As mentioned in Bid Data Sheet Clause 1.1

20.1(a) Deadline for submission of bids:

24th May 2016 upto 1100 hours.

23.1 Venue, time, and date of Qualification & Technical Documents (Envelope-A) opening:

Venue: NHA Conference Room, Shahpur Interchange Multan Road, Lahore
Time: 1130 hours
Date: 24th May 2016

32.1 Standard form and amount of Performance Security acceptable to the Employer:

The performance security shall be;

- in the form of bank guarantee from any Scheduled Bank in Pakistan of an amount equal to 10% of the Contract Price as stated in Letter of Acceptance, or
- in the form performance guarantee of an amount equal to 15% of the Contract Price issued by Insurance Company having AA rating.
SECTION - 2

- General Conditions of Contract
- Contract Data
CONDITIONS OF CONTRACT
FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

PART I GENERAL CONDITIONS
WITH FORM OF TENDER AND AGREEMENT

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PARTICULAR CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

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

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

Persons

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

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

1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

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

1.1.8 “Day” means a calendar day

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

Money and Payments

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

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

1.1.12 “Country” means the Islamic Republic of Pakistan.


1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.

1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.

1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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

1.5 Communications

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

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

2. THE EMPLOYER

2.1 Provision of Site

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

2.2 Permits etc.

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

2.3 Engineer’s/Employer’s Instructions

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

2.4 Approvals

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

3. ENGINEER’S/EMPLOYER’S REPRESENTATIVES

3.1 Authorized Person

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

3.2 Engineer’s/Employer’s Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

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

4.3 **Subcontracting**

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

4.4 **Performance Security**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance. A Performance Security shall be in the form of Bank Draft or Bank Guarantee for the amount and validity specified in Contract Data.

5. **DESIGN BY CONTRACTOR**

5.1 **Contractor’s Design**

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

5.2 **Responsibility for Design**

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

6. **EMPLOYER’S RISKS**

6.1 **The Employer’s Risks**

The Employer’s Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;

d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor’s failure; and

i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

The Director (Concerned) shall extend the Intended Completion Date after approval of competent authority, if a Compensation Event Occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work.

The Dy. Director (Concerned) shall decide and submit the recommendations to Director whether and by how much to extend the Intended Completion Date Contractor asking the Dy. Director for a decision upon the effect of a Compensation Event of Variation and submitting full supporting information. If the contractor has failed to give early warning of a delay by this failure shall not be considered in assessing the new Intended Completion Date.

8 QUALITY CONTROL

8.1 The Deputy Director or Director shall check the Contractor's work and notify the contractor of any Defects that are found. Such checking shall not affect the contractor's responsibilities. The Director (Concerned) & Dy. Director (Concerned) may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

8.2 If the Dy. Director (Concerned) instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

9 LIQUIDATED DAMAGES

9.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall no exceed the 10% of the original contract cost. The Employer may deduct liquidated damages from payments due to the Contractor payment of liquidated damages shall not affect the Contractor's liabilities.

9.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Dy. Director (Concerned) shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

10. TAKING-OVER

10.1 Completion

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

10.2 Taking-Over Notice

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

11. REMEDYING DEFECTS

11.1 Remedying Defects

If the Dy. Director (Concerned) shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which being at completion, and is defined in the Contract Date. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

If the Contractor has not corrected a Defect within the time specified in the Dy. Director (Concerned)’s notice, the Dy. Director (Concerned) will assess the cost and shall get it approved by Director (Concerned) of having the Defect corrected, and the Contractor will pay this amount.

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

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor’s cost.

11.2 Uncovering and Testing

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

12. VARIATIONS AND CLAIMS

12.1 Right to Vary

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

12.2 Valuation of Variations

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or
c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which

d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or

e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor’s Equipment, and of Materials, used.

12.3 Early Warning

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

The Contractor shall warn the Dy. Director at the earliest opportunity of specific likely future events of circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Director or Dy. Director may require the Contractor to provide an estimate of the expected effect of the future event or circumstances on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

The Contractor shall cooperate with the Dy. Director in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone evolved in the work and in carrying out any resulting instruction of the Dy. Director and case shall be put up to Director. To the extent of the Contractor’s failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor’s entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

12.4 Valuation of Claims

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

12.5 Variation and Claim Procedure

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

13.1 (a) Terms of Payments

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

(b) Valuation of the Works

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

13.2 Monthly Statements

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

a) the value of the Works executed; and

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

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

13.3 Interim Payments

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

13.4 Retention

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

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

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

13.6 **Currency**

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

14. **DEFAULT**

14.1 **Default by Contractor**

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

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

14.2 **Default by Employer**

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

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

14.3 **Insolvency**

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

15.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

15.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

a. The Contractor stops work for 15 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Director/DD (Concerned).

b. The Director/DD (Concerned) instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 10 days;

c. The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

d. The Dy. Director (Concerned) gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of items determined by the Director (Concerned).

e. The Contractor dies not Concerned in a security, which is required; and

f. The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damage can be paid, as defined in the Contract Data.

g. If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practice in competing for or in executing the Contract.

For the purpose of this paragraph:
“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts on order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial not-competitive levels and to deprive the Employer of the benefits of free and open competition.

15.3 When either party to the Contract gives notice of a breach of Contract to the Director (Concerned) for a cause other than those listed under sub-clause 44.2 above, the Director (Concerned) shall decide whether the breach fundamental or not.

15.4 Notwithstanding the above, Employer may terminate the Contract for convenience an claim whatsoever shall not be entertained.

15.5 If the contract is terminated, the contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

A payment certified by the Director (Concerned) is not paid by the Employer to the Contractor;
16. **PAYMENTS UPON TERMINATION:**

16.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Director (Concerned) shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds and payment due to the Contractor, the difference shall be a debt payable to the employer.

16.2 If the contract is terminated for the Employer's convenience or because of a fundamental breach of contract by the Employer's the Dy. Director (Concerned) shall issue with copy to Director (Concerned) a certificate for the value of the work, done, and less advance payments received up to the date of the certificate.

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

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

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

17. **RISKS AND RESPONSIBILITIES**

17.1 **Contractor's Care of the Works**

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

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

17.2 **Force Majeure**

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

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.
After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

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

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

18. INSURANCE

18.1 Arrangements

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

18.2 Default

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

19. RESOLUTION OF DISPUTES

19.1 Engineer’s Decision

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

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

19.2 Notice of Dissatisfaction

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

19.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.
CONSTRUCTION OF WEIGH STATIONS ON NATIONAL HIGHWAYS (PACKAGE-03)

CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.3 Employer’s Drawings, if any
(To be listed by the Employer)

1.1.4 The Employer means
Chairman, National Highway Authority, 28-Mauve Area, G-9/1, Islamabad.

1.1.5 The Contractor means
_____________________________
_____________________________

1.1.7 Commencement Date means the date of issue of Engineer’s Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion 180 Days

1.1.20 Engineer

The Employer’s representative shall also act as the Engineer.

1.3 Documents forming the Contract listed in the order of priority:

(a) The Contract Agreement
(b) Letter of Acceptance
(c) The completed Forms of Bid
(d) Contract Data
(e) Conditions of Contract
(f) The completed Schedules to Bid including Schedule of Prices
(g) The Drawings, if any
(h) The Specifications

2.1 Provision of Site: On the Commencement Date.

3.1 Authorized person: General Manager Concerned.

3.2 Name and address of Engineer’s/Employer’s representative
Office of General Manager (Punjab South) National Highway Authority
Nag Shah Chowk, Multan
Tel: 061-4263311, Fax: 061-4263309

4.4 Performance Security:
Amount: The performance security shall be
- in the form of bank guarantee from any Scheduled Bank in Pakistan of an amount equal to 10 % of the Contract Price as stated in Letter of Acceptance or

NHA (41) CONTRACTOR
- In the form of performance guarantee of an amount equal to 15% of the Contract Price issued by approved Insurance Company having AA rating.

**Additional Performance Security for Tender below than the Engineer’s Estimate**

- In case of lowest evaluated bid is below than 15% in relation to the engineer’s estimate, the bidder will furnish an additional Performance security, in the form of Bank Draft or Bank Guarantee

  Validity: One month after completion of Defect Liability Period.

**7.2 Programme:**

*Time for submission:* Within two (07) days after the Commencement Date.

*Form of programme:* Bar Chart/CPM/PERT

**9.1 Liquidated Damages** is 1% per day maximum of 10% of Contract Price.

**11.1 Defect Liability Period** is 12 Months

**12.1 (b) Valuation of the Works:**

  In accordance with specifications, drawings and BOQ.

**13.4 Percentage of retention:** five (5%)

**13.6 Currency of payment:** Pak. Rupees

**18.1 Insurances:**

<table>
<thead>
<tr>
<th>Type of cover</th>
<th>The Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount of cover</td>
<td>The sum stated in the Letter of Acceptance plus fifteen percent (15%)</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Type of cover</th>
<th>Contractor’s Equipment:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount of cover</td>
<td>Full replacement cost</td>
</tr>
</tbody>
</table>

| Type of cover | Third Party-injury to persons and damage to property |

**19.3 Arbitration**

Place of Arbitration: Islamabad.
SECTION - 3

STANDARD FORMS
FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. __________________
Executed on ________________

(Letter by the Guarantor to the Employer)

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

Name of Principal (Bidder) with 
address: ____________________________________________________________

Penal Sum of Security (express in words and 
figures): ____________________________________________________________

Bid Reference No. ___________________________ Date of Bid ____________

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted 
the accompanying Bid numbered and dated as above for 
________________________________________ (Particulars of Bid) to the said Employer; 
and

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

(1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the 
period of validity of the bid;

(2) that in the event of;

(a) the Principal withdraws his Bid during the period of validity of Bid, or 
(b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-
Clause 16.4 (b) of Instructions to Bidders, or 
(c) failure of the successful bidder to 
(i) furnish the required Performance Security, in accordance with Sub-
Clause IB-21.1 of Instructions to Bidders, or 
(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses 
IB-20.2 & 20.3 of Instructions to Bidders, 

the entire sum be paid immediately to the said Employer for delayed completion and 
not as penalty for the successful bidder’s failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the 
prescribed form presented to him for signature enter into a formal Contract Agreement with the 
said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of 
receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as 
may be required, upon the form prescribed by the said Employer for the faithful
performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

Guarantor (Bank)

Witness:

1. Signature ______________
2. Name ______________
3. Title ______________

__________________________
Corporate Secretary (Seal)

__________________________
(Name, Title & Address) Corporate Guarantor (Seal)
FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._______________________________
Executed on ____________________________

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with
address:_________________________________

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

Letter of Acceptance No.________________________Dated __________

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

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

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

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

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

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CONTRACTOR
Contract, for which payment will be effected by the Guarantor to Employer’s designated Bank & Account Number.

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

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

Witness:
1. ____________________________
   ____________________________
   Corporate Secretary (Seal)

2. ____________________________

(Name, Title & Address)

Guarantor (Bank)

1. Signature ____________________
   ____________________________
   2. Name ______________________
   ____________________________
   3. Title ________________________

Corporate Guarantor (Seal)
FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the ____ day of ____ 20____ 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 witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:

   (a) The Letter of Acceptance;
   (b) The completed Form of Bid alongwith Schedules to Bid;
   (c) Conditions of Contract & Contract Data;
   (d) The priced Schedule of Prices;
   (e) The Specifications; and
   (f) The Drawings

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contractor

______________________
(Seal)

Signature of the Employer

______________________
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

________________________
(Name, Title and Address)

Witness:

____________________________
(Name, Title and Address)
FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

(Letter by the Guarantor to the Employer)

WHEREAS the _______________________________________________ (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 Rs._____________________ Rupees ________________________) 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 advance payment
for the performance of his obligations under the said Contract.

AND WHEREAS ____________________________________________ (Scheduled Bank) (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 fulfillment 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, of which the Employer shall be the sole and final judge, as aforesaid, on the part
of the Contractor, 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 come into force as soon as the advance payment has been credited to the account of the
Contractor.

This Guarantee shall expire not later than _________________________________
by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be
claimed hereunder.

Guarantor (Scheduled Bank)

Witness:
1. ________________ 1. Signature _______________
   Corporate Secretary (Seal) 2. Name _______________
2. ________________ 3. Title _______________
   (Name, Title & Address)   Corporate Guarantor (Seal)
SECTION – 4

Specifications
SPECIFICATIONS

NHA General Specification-1998 and its Addendum will be used as project specifications.
SECTION – 5

Drawings
Drawings
(NHA standard drawing for construction of weigh stations.)

Lay Out Plan

Note:- May be adjusted as per Site Requirement/Conditions.
CONTROL ROOM PLAN

REINFORCEMENT DETAIL

NOTE:
- All dimensions are in millimeters.
- All reinforcement details are as per current standards.
- All structural components are to be constructed according to the approved plans.

BAR BENDING & CUTTING SCHEDULE

TOTAL = 884.531 KG

NHA

CONTRACTOR
SEPTIC TANK PLAN

SECTION A-A

REINFORCEMENT DETAIL

TOTAL = 154.948 KG
### Typical Detail of Rigid Pavement Expansion Joint Every 10M

#### Details:
- Expansion joint every 10M
- Typical section A-A
- Reinforcement details

#### Materials:
- Steel bars
- Concrete

#### Dimensions:
- Length: 10M

#### Bar Bending and Cutting Schedule:

<table>
<thead>
<tr>
<th>Bar Type</th>
<th>Material</th>
<th>Length</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Steel</td>
<td>9.500</td>
<td>0.616</td>
</tr>
<tr>
<td>2</td>
<td>Steel</td>
<td>9.500</td>
<td>0.616</td>
</tr>
<tr>
<td>3</td>
<td>Steel</td>
<td>9.500</td>
<td>0.616</td>
</tr>
<tr>
<td>4</td>
<td>Steel</td>
<td>9.500</td>
<td>0.616</td>
</tr>
<tr>
<td>5</td>
<td>Steel</td>
<td>9.500</td>
<td>0.616</td>
</tr>
<tr>
<td>6</td>
<td>Steel</td>
<td>9.500</td>
<td>0.616</td>
</tr>
<tr>
<td>7</td>
<td>Steel</td>
<td>9.500</td>
<td>0.616</td>
</tr>
<tr>
<td>8</td>
<td>Steel</td>
<td>9.500</td>
<td>0.616</td>
</tr>
<tr>
<td>9</td>
<td>Steel</td>
<td>9.500</td>
<td>0.616</td>
</tr>
<tr>
<td>10</td>
<td>Steel</td>
<td>9.500</td>
<td>0.616</td>
</tr>
</tbody>
</table>

**Total Weight:** 250.388 KG
SECTION – 6

- Technical Bid Documents
- Price Bid Documents
Technical Bid Documents

. Letter of Qualification & Technical Documents (Envelope-A)
. Applicant Information Form (AIF)
. Technical Qualification Criteria
. Schedule – B to Bid (Specific Works Data)
. Schedule – C to Bid (Proposed program of Works)
. Schedule – D to Bid (Method of Performing Works)
. Schedule – E to Bid (List of Machinery & Major Equipment)
. Schedule – F to Bid (Technical/Managerial Staff Requirement)
. Schedule – G to Bid (Financial Competence and access to Financial Resources)
. Schedule – H to Bid (Past Performance, Current Commitment and Experience)
. Schedule – I to Bid (Integrity Pact)
Letter of Qualification & Technical Documents (Envelope-A)

Date: ..........................................
Bid Reference No: .........................................
(Name of Contract/Works)

To: ........................................................................................................................................

We, the undersigned, declare that:

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

(b) We offer to execute and complete in conformity with the Bidding Documents the following Works:

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

(d) As security for due performance of the undertakings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.

(e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).

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

Name ........................................................................................................................................

In the capacity of ........................................................................................................................................

Signed ........................................................................................................................................

Duly authorized to sign the Bid for and on behalf of ............................................................

Date ........................................................................................................................................

Address........................................................................................................................................

CONSTRUCTION OF WEIGH STATIONS ON NATIONAL HIGHWAYS (PACKAGE-03)
**Attachment to the Letter of Qualification & Technical Documents**

**Applicant Information Form (AIF)**

<table>
<thead>
<tr>
<th>Applicant's legal name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>In case of Joint Venture (JV), legal name of each partner:</td>
</tr>
<tr>
<td>Applicant's Actual or Intended country of constitution:</td>
</tr>
<tr>
<td>Applicant's actual or Intended year of constitution:</td>
</tr>
<tr>
<td>Applicant's legal address in country of constitution:</td>
</tr>
<tr>
<td>PEC Registration Category _____________________ Validity ______________________</td>
</tr>
</tbody>
</table>

**Detail of Owners of Applicants**

<table>
<thead>
<tr>
<th>Name</th>
<th>Authorized representative information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Name:</td>
</tr>
<tr>
<td>Telephone/Fax numbers:</td>
<td>Address:</td>
</tr>
<tr>
<td>E-mail address:</td>
<td>Telephone/Fax numbers:</td>
</tr>
<tr>
<td>E-mail address:</td>
<td></td>
</tr>
</tbody>
</table>

Attached are copies of original documents of:

- Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above.
- In case of JV, letter of intent to form JV or JV agreement.
- In case of Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law
- Valid Registration Certificate from PEC.
- Complete detail of litigation/ disputes.
- Attested copies of audited financial statements. (Last Three Years)
- Attested copy of most recent tax certificate.
- Documents showing relevant and general experience.
- Detail of managerial/ technical structure (company/Firm)
## TECHNICAL QUALIFICATION CRITERIA

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Max Marks</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Registration with PEC in category C-4 or above with specialization in CE-01 &amp; CE-10 (Valid PEC Certificate for year 2016) (AIF)</td>
<td>Must Meet</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Financial Statement and Balance Sheet Cash Flow ≥ 10 Millions (Schedule - G to Bid)</td>
<td>Must Meet</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Average Annual Turn Over for last three (03) years supported with Audit Reports by the Charted Accountants signed by the bidder ≥ 58 Million (Schedule - G to Bid)</td>
<td>Must Meet</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Bidder’s Information (AIF)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Company (10)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Firm (07)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Experience (Schedule - H to Bid)</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Relevant Experience in construction of building cost of work upto 8 Million (Minimum)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Relevant Experience in Road Construction Cost of work upto 12 Million (Minimum)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>General Experience in any type of civil work or road (02 marks per contract)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Overall Work Methodology regarding complete Scope of work (Schedule - D to Bid)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Managerial/Technical capabilities of Personnel’s with minimum qualification hired by the bidder along with CVs</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Availability of Equipments/ Major Items (Schedule - E to Bid)</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Affidavit of no Litigation History on Bidder’s Letter Head</td>
<td>05</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Affidavit/Certificate on Bidder’s Letter Head that has never been blacklisted anywhere in Pakistan</td>
<td>05</td>
<td></td>
</tr>
</tbody>
</table>

**Total:** 100

**Note:**
The minimum qualifying marks are 70 (Seventy) but bidder should qualify in all schedule with at least 60% marks.
SPECIFIC WORKS DATA

Construction of weigh stations on National Highways

The weighing equipments will be installed by the supplier i.e. M/s National Engineers or M/s Tollink Pakistan (Pvt) Ltd as per their scope of work. Contractor for construction of civil works for Weigh Station will keep close coordination with the supplier while doing construction at weighing pad portion and control room specifically or otherwise in general in order to execute the civil works according to the requirement of system of concerned supplier.
PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works.
METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.

- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site.

- The procedure for installation of equipment and transportation of equipment and materials to the site.

- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.
LIST OF THE MACHINERY AND MAJOR EQUIPMENT-RELATED ITEMS

The bidder will provide a list of all Major Equipments and related items that these equipment will be made available on site. In case of failure to do so, the work shall be terminated and work shall be carried out at the risk & cost of the contractor.

LIST OF MAJOR EQUIPMENT TO BE MADE AVAILABLE AT SITE

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Equipment/Plant</th>
<th>Nos.</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Concrete Mixing Machine</td>
<td>01</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Tractor with Trolly</td>
<td>01</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Road Roller</td>
<td>01</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>Grader</td>
<td>01</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>Steel Shuttering</td>
<td>150 Sq.M</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td><strong>Total:</strong> 15</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A. Technical/Managerial Staff Requirement

<table>
<thead>
<tr>
<th>Sr.#</th>
<th>Staff Required</th>
<th>Qualification</th>
<th>Nos.</th>
<th>Experience</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td>BSc. (Civil)</td>
<td>01</td>
<td>5 Year</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Engineer/Associate</td>
<td>BSc. (Civil)/DAE(Civil)</td>
<td>01</td>
<td>2 Year/5Years</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Quantity Surveyor</td>
<td>DAE (Civil)</td>
<td>01</td>
<td>5 Year</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Surveyor</td>
<td>Surveying Certificate</td>
<td>01</td>
<td>3 Year</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Lab Technician</td>
<td>FSc/DAE</td>
<td>01</td>
<td>5 year</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total:</strong></td>
<td><strong>15</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: CVs of all above mentioned staff is required to be attached.

B. Organization Chart

(Required to be provided)
FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

The financial position of the bidder shall be checked as per following details:

Audit reports issued by Charted Accountant for the last three years are required to be submitted:

1) Cash flow:
   Must be equals or greater than Rs. 10 Million.

2) Average Annual Construction Turn Over:
   Must be equals or greater than Rs. 58 Million.

SCHEDULE – H TO BID

PAST PERFORMANCE, CURRENT COMMITMENT, QUALIFICATION AND EXPERIENCE

1) General Construction Experience

The applicant’s experience in construction.

2) Relevant Experience (Experience in construction of building)

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Description of Work</th>
<th>Amount of work (Rs.)</th>
<th>Date of Award</th>
<th>Date of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Note:- Letter of Award and Completion Certificate must be provided)

3) Data regarding past performance and present commitment of the Bidders:

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Name of ongoing project(s)</th>
<th>Name of Employer</th>
<th>Date of Progress</th>
<th>%Age at actual</th>
<th>Remarks regarding delays if applicable</th>
<th>Satisfactory performance certificate from employer (Minimum requirement)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Date of Start</td>
<td>%Age as planned</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
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<tr>
<td>5.</td>
<td></td>
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<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE – I TO BID

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS.

Contract No. __________________________ Dated __________________________
Contract Value: __________________________
Contract Title: __________________________

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

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

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

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

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

Name of Employer: …………………
Signature: ………………………..
[Seal]

Name of Contractor: …………………
Signature: ………………………..
[Seal]
Price Bid Documents

- Letter of Tender/Price Bid (Envelope-B)
- Schedule – A to Bid (Bill of Quantities/Schedule of Price)
Letter of Tender/Price Bid (Envelope-B)

Date: ..................
Bid Reference No: ...........................................
(Name of Contract/Works)

To: ........................................................................................................................................

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

Name ..............................................................................................................................................
In the capacity of ....................................................................................................................................
Signed ....................................................................................................................................................
Duly authorized to sign the Bid for and on behalf of ..........................................................
Date ......................................................................................................................................................
Address...................................................................................................................................................
SCHEDULE – A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General
   1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
   1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description
   2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations
   3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Units (SI Units).

4. Rates and Prices
   4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
   4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
   4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
   4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

5. Bid Prices
   5.1 Break-up of Bid Prices
      The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.
      The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.
   5.2 Total Bid Price
      The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums
   6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilize such sums.
Bill Of Quantities/Schedule of Price
(ATTACHED)
# NATIONAL HIGHWAY AUTHORITY

## CONSTRUCTION OF WEIGH STATION

### SUMMARY

#### ENGINEER'S ESTIMATE

Location KM 114-115 (N-70) NBC

<table>
<thead>
<tr>
<th>BILL NO.</th>
<th>ITEM OF WORK</th>
<th>AMOUNT (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>ROAD AND HIGHWAY STRUCTURES, RAMPS</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Earth Work</td>
<td>588,073.00</td>
</tr>
<tr>
<td>2</td>
<td>Sub Base &amp; Base Course</td>
<td>561,914.00</td>
</tr>
<tr>
<td>4</td>
<td>Structures</td>
<td>5,702,024.00</td>
</tr>
<tr>
<td>5</td>
<td>Drainage &amp; Erosion Control Works</td>
<td>124,811.00</td>
</tr>
<tr>
<td>6</td>
<td>Ancillary Works</td>
<td>2,095,610.00</td>
</tr>
<tr>
<td></td>
<td><strong>SUB TOTAL AMOUNT (A)</strong></td>
<td><strong>9,072,432.00</strong></td>
</tr>
<tr>
<td>B</td>
<td>CIVIL WORKS</td>
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<tr>
<td>1</td>
<td>Building Foundation Structures</td>
<td>6,779,817.00</td>
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<tr>
<td>2</td>
<td>Sanitary Works</td>
<td>631,074.00</td>
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<tr>
<td>3</td>
<td>Electrical Works</td>
<td>2,879,491.00</td>
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<td></td>
<td><strong>SUB TOTAL AMOUNT (B)</strong></td>
<td><strong>10,290,382.00</strong></td>
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<td></td>
<td><strong>GRAND TOTAL AMOUNT (A+B)</strong></td>
<td><strong>19,362,814.00</strong></td>
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TO BE QUOTED BY THE CONTRACTOR

@ ________________ % (+) Above Engineer Estimate (Rs.)

@ ________________ % (-) Below Engineer Estimate (Rs.)

**Total Bid Amount of (Rs.)**
# NATIONAL HIGHWAY AUTHORITY
## CONSTRUCTION OF RAMPS FOR WEIGH STATION AT KM 114+000 TO 115+000 (N-70)
### NBC

**ENGINEER'S ESTIMATE**

**Bill No 01: EARTH WORKS**

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT RATE</th>
<th>QUANTITY</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>Clearing and Grubbing</td>
<td>Sq.m</td>
<td>25.30</td>
<td>1,200.00</td>
<td>30,360.00</td>
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<tr>
<td>102a</td>
<td>Removal of trees 150-300 mm. Girth</td>
<td>Each</td>
<td>416.47</td>
<td>14.00</td>
<td>5,831.00</td>
</tr>
<tr>
<td>102b</td>
<td>Removal of trees 301-600 mm. Girth</td>
<td>Each</td>
<td>1,009.17</td>
<td>6.00</td>
<td>6,055.00</td>
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<tr>
<td>102c</td>
<td>Removal of trees 601 mm or over girth</td>
<td>Each</td>
<td>4,036.70</td>
<td>5.00</td>
<td>20,184.00</td>
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<tr>
<td>104</td>
<td>Compaction of natural ground</td>
<td>Sq.m</td>
<td>27.62</td>
<td>1,200.00</td>
<td>33,144.00</td>
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<tr>
<td>106a</td>
<td>Excavate unsuitable common material</td>
<td>Cum</td>
<td>361.50</td>
<td>126.50</td>
<td>45,730.00</td>
</tr>
<tr>
<td>107e</td>
<td>Common Backfill</td>
<td>Cum</td>
<td>247.01</td>
<td>25.00</td>
<td>6,175.00</td>
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<tr>
<td>108a</td>
<td>Formation of embankment from roadway excavation in common material</td>
<td>Cum</td>
<td>397.75</td>
<td>50.00</td>
<td>19,888.00</td>
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<tr>
<td>108c</td>
<td>Formation of embankment from borrow excavation in common material</td>
<td>Cum</td>
<td>446.29</td>
<td>930.00</td>
<td>415,050.00</td>
</tr>
<tr>
<td>108d</td>
<td>Formation of embankment from Structural excavation in common material</td>
<td>Cum</td>
<td>223.70</td>
<td>15.00</td>
<td>3,356.00</td>
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<tr>
<td>109a</td>
<td>Subgrade preparation in Earth Cut</td>
<td>Sq.m</td>
<td>76.67</td>
<td>30.00</td>
<td>2,300.00</td>
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</table>

**Total Amount of Bill No. 01 (Rs.)**

588,073.00
**NATIONAL HIGHWAY AUTHORITY**

**CONSTRUCTION OF RAMPS FOR WEIGH STATION AT KM 114+000 TO 115+000 (N-70) NBC**

**ENGINEER'S ESTIMATE**

**Bill No 02: Sub base and Base Courses**

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT RATE</th>
<th>ESTIMATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>Granular Sub base</td>
<td>Cum</td>
<td>1,551.01</td>
<td>152.00</td>
</tr>
<tr>
<td>2026b</td>
<td>Water Bound Macadam Class &quot;B&quot;</td>
<td>Cum</td>
<td>1,855.71</td>
<td>50.00</td>
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<tr>
<td>209a</td>
<td>Breaking of Existing Road Pavement</td>
<td>Cum</td>
<td>608.22</td>
<td>75.00</td>
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<tr>
<td>304c</td>
<td>Tripple Surface Treatment</td>
<td>Sm</td>
<td>560.47</td>
<td>335.00</td>
</tr>
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</table>

**Total Amount of Bill No. 02 (Rs.)**

561,914.00
# NATIONAL HIGHWAY AUTHORITY

CONSTRUCTION OF RAMPS FOR WEIGH STATION AT KM 114+000 TO 115+000 (N-70) NBC

ENGINEER'S ESTIMATE

**Bill No 04: Structures**

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT RATE</th>
<th>ESTIMATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>401a1ii</td>
<td>Concrete Class A-1 (on ground)</td>
<td>Cum</td>
<td>10,889.68</td>
<td>290.00</td>
</tr>
<tr>
<td>401f</td>
<td>Lean Concrete</td>
<td>Cum</td>
<td>5,969.46</td>
<td>176.00</td>
</tr>
<tr>
<td>404a</td>
<td>Reinforcement as per AASHTO M:31, Grade 40</td>
<td>Ton</td>
<td>111,115.83</td>
<td>1.00</td>
</tr>
<tr>
<td>404b</td>
<td>Reinforcement as per AASHTO M:31, Grade 60</td>
<td>Ton</td>
<td>116,365.83</td>
<td>4.00</td>
</tr>
<tr>
<td>411b</td>
<td>Stone Masonry Random with mortar</td>
<td>Cum</td>
<td>4,282.94</td>
<td>30.00</td>
</tr>
<tr>
<td>NSI-01</td>
<td>Sand Filling</td>
<td>Cum</td>
<td>2,048.56</td>
<td>32.00</td>
</tr>
<tr>
<td>NSI-02</td>
<td>Tuff Tiles 50mm thick</td>
<td>Sq.m</td>
<td>1,345.63</td>
<td>430.00</td>
</tr>
<tr>
<td>NSI-03</td>
<td>P &amp; I Polythene sheet under Rigid Pavement of Specified quality i.e at least 0.065 mm thick or having a minimum weight of gms mumerrazzo flooring 12mm thick</td>
<td>Sq.m</td>
<td>45.00</td>
<td>750.00</td>
</tr>
<tr>
<td>NSI-04</td>
<td>Making Vertical Joint with Rigid Pavement &amp; Flexible Pavement</td>
<td>Lm</td>
<td>575.00</td>
<td>192.00</td>
</tr>
</tbody>
</table>

**Total Amount of Bill No. 04 (Rs.)**

5,702,024.00

NHA

(85)

CONTRACTOR
**NATIONAL HIGHWAY AUTHORITY**

CONSTRUCTION OF RAMPS FOR WEIGH STATION AT KM 114+000 TO 115+000 (N-70) NBC

ENGINEER'S ESTIMATE

**Bill No 05: Drainage & Erosion Control Works**

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT RATE</th>
<th>QUANTITY</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>401b</td>
<td>Concrete Class-B (Chutes, drain etc.)</td>
<td>Cum</td>
<td>7,716.72</td>
<td>3.00</td>
<td>23,150.00</td>
</tr>
<tr>
<td>501a</td>
<td>R.C.C Pipe Culvert aashto m 170 class ii dia 310mm</td>
<td>Lm</td>
<td>2,859.32</td>
<td>30.00</td>
<td>85,780.00</td>
</tr>
<tr>
<td>510</td>
<td>Dismantling of Structures &amp; Obstructions</td>
<td>Cum</td>
<td>1,588.12</td>
<td>10.00</td>
<td>15,881.00</td>
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Total Amount of Bill No. 05 (Rs.) 124,811.00
## NATIONAL HIGHWAY AUTHORITY

**CONSTRUCTION OF RAMPS FOR WEIGH STATION AT KM 114+000 TO 115+000 (N-70) NBC**

**ENGINEER'S ESTIMATE**

**Bill No 06: Ancillary Works**

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>601di</td>
<td>Precast Curb in Concrete Class A-1 of Size 450x150 mm INCL. BEDDING &amp; HAUNCHING</td>
</tr>
<tr>
<td>NSI-01</td>
<td>Painting of Kerbs Stone</td>
</tr>
<tr>
<td>607a</td>
<td>Traffic Road Signs Rectangular Category - 1</td>
</tr>
<tr>
<td>607b</td>
<td>Traffic Road Signs Rectangular Category - 2</td>
</tr>
<tr>
<td>607e</td>
<td>Traffic Road Signs Rectangular Category - 3c</td>
</tr>
<tr>
<td>608h1</td>
<td>Pavement Marking with Reflective CR Paint (White &amp; Yellow)</td>
</tr>
<tr>
<td>608j1</td>
<td>Pavement Marking with Reflective CR Paint for 4m Arrow</td>
</tr>
<tr>
<td>609c</td>
<td>Reflectorized pavement Stud (Raised Profile Type Single)</td>
</tr>
<tr>
<td>611a</td>
<td>Galvanized Wire Mesh Fence 1500 mm High Precast Prestressed R.C.C Posts complete in all respect</td>
</tr>
<tr>
<td>NSI-02</td>
<td>Cost of Filed Survey, Design, Detail Construction Drawings &amp; Engineer Estimate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT RATE</th>
<th>QUANTITY</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Precast Curb in Concrete Class A-1 of Size 450x150 mm INCL. BEDDING &amp; HAUNCHING</td>
<td>M</td>
<td>1,047.81</td>
<td>297.00</td>
<td>311,200.00</td>
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<tr>
<td>Painting of Kerbs Stone</td>
<td>Sq.m</td>
<td>376.00</td>
<td>416.00</td>
<td>156,416.00</td>
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<tr>
<td>Traffic Road Signs Rectangular Category - 1</td>
<td>Each</td>
<td>15,339.43</td>
<td>2.00</td>
<td>30,679.00</td>
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<tr>
<td>Traffic Road Signs Rectangular Category - 2</td>
<td>Each</td>
<td>18,760.44</td>
<td>2.00</td>
<td>37,521.00</td>
</tr>
<tr>
<td>Traffic Road Signs Rectangular Category - 3c</td>
<td>Sq.m</td>
<td>24,587.19</td>
<td>26.00</td>
<td>639,267.00</td>
</tr>
<tr>
<td>Pavement Marking with Reflective CR Paint (White &amp; Yellow)</td>
<td>M</td>
<td>60.55</td>
<td>450.00</td>
<td>27,248.00</td>
</tr>
<tr>
<td>Pavement Marking with Reflective CR Paint for 4m Arrow</td>
<td>Each</td>
<td>592.72</td>
<td>8.00</td>
<td>4,742.00</td>
</tr>
<tr>
<td>Reflectorized pavement Stud (Raised Profile Type Single)</td>
<td>Each</td>
<td>691.15</td>
<td>270.00</td>
<td>186,611.00</td>
</tr>
<tr>
<td>Galvanized Wire Mesh Fence 1500 mm High Precast Prestressed R.C.C Posts complete in all respect</td>
<td>M</td>
<td>1,806.42</td>
<td>300.00</td>
<td>541,926.00</td>
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<tr>
<td>Cost of Filed Survey, Design, Detail Construction Drawings &amp; Engineer Estimate</td>
<td>LS</td>
<td>160,000.00</td>
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<td>160,000.00</td>
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**Total Amount of Bill No. 06 (Rs.)**

2,095,610.00
### NATIONAL HIGHWAY AUTHORITY

**CONSTRUCTION OF BUILDING FOR WEIGH STATION AT KM 114+000 TO 115+000 (N-70)**

**NBC**

**ENGINEER'S ESTIMATE**

**BILL NO. 01 : BUILDING FOUNDATION / SUPER STRUCTURES**

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT RATE</th>
<th>ESTIMATE</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Quantity</td>
<td>Amount (Rs)</td>
<td></td>
</tr>
<tr>
<td>107a</td>
<td>Excavation for Foundation Trenches and Drains</td>
<td>CM</td>
<td>360.30</td>
<td>190.00</td>
</tr>
<tr>
<td>1</td>
<td>Supply and Apply Anti Termite Spray</td>
<td>SM</td>
<td>75.36</td>
<td>306.00</td>
</tr>
<tr>
<td>401f</td>
<td>Provide and Lay Lean Concrete</td>
<td>CM</td>
<td>5,969.46</td>
<td>28.00</td>
</tr>
<tr>
<td>410</td>
<td>Providing and Laying First Class Brick Masonry</td>
<td>CM</td>
<td>6,032.84</td>
<td>165.00</td>
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<tr>
<td>2</td>
<td>Provide and Lay 50mm thick DPC</td>
<td>SM</td>
<td>699.73</td>
<td>30.00</td>
</tr>
<tr>
<td>3</td>
<td>Provide and Lay Vertical DPC</td>
<td>SM</td>
<td>721.26</td>
<td>5.00</td>
</tr>
<tr>
<td>108c</td>
<td>Providing and filling under Floor from Borrow</td>
<td>CM</td>
<td>446.29</td>
<td>153.00</td>
</tr>
<tr>
<td>108c (modified)</td>
<td>Providing and filling under Floor from Borrow Excavation without Compaction</td>
<td>CM</td>
<td>264.60</td>
<td>35.00</td>
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<tr>
<td>401a1iii</td>
<td>Provide and Lay RCC in Situ with Class-A1 Concrete</td>
<td>CM</td>
<td>11,334.13</td>
<td>39.00</td>
</tr>
<tr>
<td>404b</td>
<td>Supply, Fabricate and Fix Deformed Steel Reinforcement Bars of Grade-60</td>
<td>Ton</td>
<td>116,365.83</td>
<td>3.00</td>
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<tr>
<td>4</td>
<td>Providing and Laying Fair Faced Brick Gutca Set in Cement Sand (1:4) with all Material</td>
<td>SM</td>
<td>2,336.00</td>
<td>256.00</td>
</tr>
<tr>
<td>5</td>
<td>Roof treatment as per drawings</td>
<td>SM</td>
<td>950.00</td>
<td>105.00</td>
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<tr>
<td>6</td>
<td>Provide and Laying terazzo Flooring as per draing, complete with all respect 38mm</td>
<td>SM</td>
<td>10,291.34</td>
<td>80.00</td>
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<tr>
<td>7</td>
<td>Providing and Laying terazzo skirting as per drawing &amp; specification</td>
<td>M</td>
<td>141.00</td>
<td>72.00</td>
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<tr>
<td>8</td>
<td>Providing and Laying Glazed Ceramics Tiles complete with all respect</td>
<td>SM</td>
<td>2,874.26</td>
<td>150.00</td>
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<tr>
<td>9</td>
<td>Provide and Fix Aluminum Windows and Ventilator</td>
<td>SM</td>
<td>12,110.63</td>
<td>30.00</td>
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NHA (88)  
CONTRACTOR
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
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<th>Rate</th>
<th>Quantity</th>
<th>Amount</th>
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<tr>
<td>10</td>
<td>Provide and Fix 40mm Hollow Flush Door Single Leaf</td>
<td>SM</td>
<td>18,472.74</td>
<td>26.00</td>
<td>480,291.00</td>
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<tr>
<td>11</td>
<td>Provide and Fix Iron Grill dully Painted</td>
<td>SM</td>
<td>5,177.97</td>
<td>30.00</td>
<td>155,339.00</td>
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<tr>
<td>12</td>
<td>Shutter Gate 24 Swg for Generator Room</td>
<td>SM</td>
<td>3,260.00</td>
<td>4.00</td>
<td>13,040.00</td>
</tr>
<tr>
<td>13</td>
<td>Providing and Applying 13mm thick Cement Sand Plaster at any height</td>
<td>SM</td>
<td>462.90</td>
<td>670.00</td>
<td>310,143.00</td>
</tr>
<tr>
<td>14</td>
<td>Provide and Apply 3 Coats of Vinyle Emulsion</td>
<td>SM</td>
<td>279.89</td>
<td>475.00</td>
<td>132,948.00</td>
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<tr>
<td>15</td>
<td>Provide and Fix Khurras of 60mm x 600mm</td>
<td>No.</td>
<td>2,340.00</td>
<td>2.00</td>
<td>4,680.00</td>
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<tr>
<td>16</td>
<td>Provide and Fix 100mm diameter C.I Pipe for Rain Water</td>
<td>M</td>
<td>425.00</td>
<td>13.00</td>
<td>5,525.00</td>
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<tr>
<td>17</td>
<td>Providing and Fixing of cupboards and Kitchen Cabinets</td>
<td>SM</td>
<td>41,983.50</td>
<td>16.00</td>
<td>671,736.00</td>
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<tr>
<td>18</td>
<td>Provide and Installation Overhead Water Tank Fiber as per drawing &amp; specification</td>
<td>No.</td>
<td>62,050.00</td>
<td>1.00</td>
<td>62,050.00</td>
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<tr>
<td>19</td>
<td>Providing and Laying Khapraill Tiles</td>
<td>SM</td>
<td>1,200.00</td>
<td>107.00</td>
<td>128,400.00</td>
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<tr>
<td>20</td>
<td>Provide and Make under Ground Water Tank</td>
<td>No.</td>
<td>174,650.00</td>
<td>1.00</td>
<td>174,650.00</td>
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<tr>
<td>21</td>
<td>Sand Filling</td>
<td>CM</td>
<td>2,048.56</td>
<td>82.00</td>
<td>167,982.00</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT FOR BILL NO. 01**  
6,779,817.00
## NATIONAL HIGHWAY AUTHORITY

**CONSTRUCTION OF BUILDING FOR WEIGH STATION AT KM 114+000 TO 115+000 (N-70)**

**NBC**

**ENGINEER'S ESTIMATE**

**BILL NO. 02 : SANITARY WORKS**

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT RATE</th>
<th>ESTIMATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Quantity</td>
<td>Amount (Rs)</td>
</tr>
<tr>
<td>S-1</td>
<td>Providing and Fixing best quality local made Western type Water Closet (W/C)</td>
<td>No.</td>
<td>18,649.00</td>
<td>2.00</td>
</tr>
<tr>
<td>S-2</td>
<td>Providing and Fixing best quality local made Indian type Water Closet (W/C)</td>
<td>No.</td>
<td>1,980.00</td>
<td>3.00</td>
</tr>
<tr>
<td>S-3</td>
<td>Providing and Fixing best quality local made type Glazed earthenware Wash Hand Basin</td>
<td>No.</td>
<td>13,692.00</td>
<td>4.00</td>
</tr>
<tr>
<td>S-4</td>
<td>Providing and Fixing C.P 12mm dia Taps</td>
<td>No.</td>
<td>337.50</td>
<td>8.00</td>
</tr>
<tr>
<td>S-5</td>
<td>Providing and Fixing C.I Commercial Soil, Water and Pipe a. 100mm dia</td>
<td>M</td>
<td>370.00</td>
<td>16.00</td>
</tr>
<tr>
<td>S-6</td>
<td>Providing and Fixing RCC Pipes with Collars of &quot;A&quot; Class 150mm dia</td>
<td>M</td>
<td>449.50</td>
<td>30.00</td>
</tr>
<tr>
<td>S-7</td>
<td>Providing and Fixing GI Pipes with Clamps, etc a. 25mm dia</td>
<td>M</td>
<td>262.50</td>
<td>60.00</td>
</tr>
<tr>
<td>S-9</td>
<td>Providing and Fixing Over Flow Pipe a. 20mm dia</td>
<td>M</td>
<td>160.00</td>
<td>90.00</td>
</tr>
<tr>
<td>S-10</td>
<td>Providing and Fixing Over Flow Pipe a. 12mm dia</td>
<td>M</td>
<td>150.00</td>
<td>160.00</td>
</tr>
<tr>
<td>S-11</td>
<td>Providing and Fixing Steel Sink best quality master or equivalent</td>
<td>No.</td>
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<td>S-12</td>
<td>Providing &amp; fixing Sink /basin mixer hot and cold best quality master or equivalent</td>
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<td>Providing &amp; fixing CI Floor Trap 100mm inlet</td>
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<td>S-14</td>
<td>Providing &amp; fixing 225 x 225 mm CI ceramic Gully Trap 100mm outlet</td>
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<td>S-15</td>
<td>Providing and Making Manholes as per Drawing</td>
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<td>S-17</td>
<td>Providing &amp; fixing Cast Iron Vent Pipe complete</td>
<td>M</td>
<td>2,345.92</td>
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<td>S-18</td>
<td>Providing &amp; fixing flap Valve at end</td>
<td>No.</td>
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<td>S-19</td>
<td>Providing &amp; fixing Muslim Shower best quality master or equivalent</td>
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<td>S-20</td>
<td>Providing and Fixing 1/2 dia chrome plated Stop Cock best quality master or equivalent</td>
<td>No.</td>
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<td>S-21</td>
<td>Providing and Fixing Bath Set Complete</td>
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<td>S-22</td>
<td>Providing and Fixing Bath Shower best quality master or equivalent</td>
<td>No.</td>
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<td>S-23</td>
<td>Providing and Fixing Brass Stop Cock best quality master or equivalent</td>
<td>No.</td>
<td>875.00</td>
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<td>S-24</td>
<td>Providing and Fixing Sui Gas Stove/Chullah</td>
<td>No.</td>
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<td>S-25</td>
<td>Providing and making Septic Tank as per Drawing</td>
<td>No.</td>
<td>78,000.00</td>
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<td>S-26</td>
<td>Providing and Making as per Drawing and Specification Soakage Pit of Brick Masonry</td>
<td>No.</td>
<td>171,500.00</td>
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<td><strong>TOTAL AMOUNT FOR BILL NO. 02</strong></td>
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**BILL NO. 03 : ELECTRICAL WORKS**

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<thead>
<tr>
<th>PAY ITEM</th>
<th>DESCRIPTION</th>
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<th>UNIT RATE</th>
<th>ESTIMATE</th>
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<td>E-01</td>
<td>Stand by Generator 10 KVA</td>
<td>No.</td>
<td>850,000.00</td>
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<td>E-02</td>
<td>P/F Submersial pump Or Injector Water pump I/C Boring Complete</td>
<td>No.</td>
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<td>E-03</td>
<td>PVC/PVC Cable Copper Conductor Grade 600/1000 4 Core 25 Sq mm PVC/PVC a. WAPDA Meter to AMFP</td>
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<td>2,625.00</td>
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<tr>
<td></td>
<td>B. AMFP to Distribution 4core 16 sq mm PVC/PVC</td>
<td>M</td>
<td>1,620.00</td>
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<td>E-04</td>
<td>MECO Contrifugal Monoblock Pump SE2</td>
<td>No.</td>
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<td>E-05</td>
<td>Wiring One Light Point Controled By One Switch wiring complete with PVC single Core Cable 1.5 Sq.mm</td>
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<td>E-06</td>
<td>Wiring One Bell Point Controled By One Switch wiring complete with PVC single Core Cable 1.5 Sq.mm</td>
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<td>E-07</td>
<td>Wiring One Fan Point Controled By One Switch wiring complete with PVC single Core Cable 1.5 Sq.mm</td>
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<td>E-08</td>
<td>Wiring of One- 3 Pin Socket Out  5 Amp</td>
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<td>E-09</td>
<td>Wiring of One-3 Pin Socket Out  15 Amp</td>
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<td>E-10</td>
<td>Switch 5 Amp Piano Type</td>
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<td>E-11</td>
<td>P/f Philips fitting Complete 1*40 watt Tube light,chokes starter complete in all respect</td>
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<td>E-12</td>
<td>Supply &amp; installing PVC Condute in Rcc &amp; Bric Masonary</td>
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<td>634.50</td>
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<td>E-13</td>
<td>Supply and Installation Bracket Fan 18&quot;</td>
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<td>E-14</td>
<td>Supply and Installation Ceiling Fans 56&quot;</td>
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<td>E-15</td>
<td>Supply and Installation Exhaust Fans 24&quot;</td>
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<td>Quantity</td>
<td>Unit Rate (($) )</td>
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<td>E-16</td>
<td>Supply and Installation Emerald type outdoor Light</td>
<td>No.</td>
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<td>E-17</td>
<td>Supply and Installation Combined Switch</td>
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<td>Supply and Installation Side Earth Sockets</td>
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<td>Supply and Installation Air Conditioner split unit mitsubishi or equal approved by the site Enginner</td>
<td>No.</td>
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<td>E-20</td>
<td>Supply and Installation Electric Geyser approved by the site Enginner</td>
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<td>18,000.00</td>
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<td>E-21</td>
<td>Supply and Installation to site Blower type Room Heater</td>
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<td>E-22</td>
<td>P/I ATS Panel with Generator complete with all respect</td>
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<td>E-23</td>
<td>P/I of Main Pannel for controlling WAPDA and Generator Power from Supply to Building complete in all respect</td>
<td>No.</td>
<td>282,132.50</td>
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<td><strong>TOTAL AMOUNT FOR BILL NO. 03</strong></td>
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</table>
Section 7

Supplementary Conditions of Contract
SUPPLEMENTARY CONDITIONS OF CONTRACT

SCC - 1 Progress Report

The Contractor shall submit to the Engineer monthly progress reports in two copies detailing the progress in the execution of work during the reporting period. The submission of the progress reports shall be condition precedent to the payment of Contractors Bills by the Engineer. One week in advance the Contractor shall submit for the employer’s approval, particulars of the work he proposes to execute within following two weeks.

SCC - 2 Attendance of Meetings

(a) The Contractor shall attend and shall cause his Sub-Contractors to attend any or all meetings when called by the Employer or the Engineer to discuss progress of the Works and other matters related to the Works and the Contract, without any compensation from the Employer.

(b) The Contractor shall bear all expenses of the Employer and representatives and the Engineer, and representatives for any meetings requested by the Contractor for instructions and approvals away from the site within or outside Pakistan.

SCC - 3 Supply of Bitumen and Cement, Steel etc.

The Contractor shall arrange and ensure timely supply of Bitumen, Cement and other materials required in the Works. The Employer does not assume any responsibility for the supply of materials. However, the Employer shall issue a certificate of the estimated requirement of the quantity of Bitumen and Cement at the specific request of the Contractor.

SCC - 4 Electric Supply

The Contractor shall make arrangement for the electric power supply and distribution of the same at the Site of Works for the completion of the Works at his own expense.

SCC - 5 Rate and Prices Inclusive

The rates and prices quoted by the Contractor in the priced Bill of Quantities shall include all freight, customs, import duties, taxes, pilotage, landing charges, wharfage, octroi, excise duties, royalties and all other costs, charges imposed whatsoever in respect of any or other things provided by him for the Works.

The prices in the Bill of Quantities shall also include all additional costs and provisions required for the correct execution of work in compliance with the time Schedule and the Specifications.

By way of illustration but not enumeration the Unit Prices shall include besides the costs for supply of material and equipment, cost of their transport, Contractor’s profit etc., the cost for provision of the following:-

(a) Furnishing and maintenance of Contractor’s Equipment, fuel for Equipment, temporary works, tests, samples and labour necessary for execution of the works, Equipment for transport, machines, test laboratories, Site Office and sheds including all expenses for the furnishing and maintenance of the Workshops and storage areas used by the Contractor.

(b) Required power, water and other services.

(c) Illumination and safety at Site.
(d) All additional costs due to any kind of difficult working conditions and interruptions, which may possibly be caused by adverse physical conditions, unless otherwise provided in the Contract.

(e) Staff allowances, ambulances, expenses for medical treatment, traveling expenses, holiday wages and salaries and all other costs for all employees, the required means of communications such as telephone, transport and the like, the required means for protection against safety hazards, accidents, provision of personal safety and security in the residence/work areas.

(f) All expenses for royalties, licenses, liabilities insurances, rent, hire and the like in connection with the Works.

(g) Other special work arrangements and provisions not mentioned here but necessary for the proper and complete execution of the Works.

(h) All Government and/or Municipal taxes, customs duties, excise duties, stamp duties or any other dues, taxes or charges.

(i) Cost of all insurances to be kept in force for the durations specified in the Contract.

(j) Mobilization, demobilization and clearance of site.

(k) Contractor’s camp for staff and labour including the services.

(l) Performance Security and Bank Guarantees as and when required under the Contract.

The cost of the above shall be deemed to be included in the rates and prices tendered for the Works and no separate payment shall be made on this account.

SCC - 6 Provision of Plant

In respect of any Contractor’s Equipment in general, except as provided for in these Documents, which the Contractor shall be required to have available at Site for execution of Works in accordance with the Drawings, Specifications or as directed by the Employer, he shall make his own arrangements for foreign exchange, import formalities, customs, transport to the Site of Works and all other formalities whatsoever at his own cost and responsibility.

The Contractor shall be deemed to have taken into consideration all Government or Local Bodies regulations, for the time being in force, regarding the re-export of any plant and equipment which he may have to import in connection with the Works. Any amendments to the existing rules and/or further regulations imposed in this respect by the Government of Pakistan shall be strictly followed by the Contractor.

SCC - 7 Rates inclusive of all Lead and Lift

The tendered rates shall be inclusive of all lead and lift required in connection with all the construction materials to be incorporated in the Permanent Works.

SCC - 8 Borrow Areas

The Contractor shall make his survey/enquiries regarding the suitable and nearest Borrow Areas for embankment, granular fill, base and sub-base materials etc., and shall apply to the Engineer for approval for the use of the borrow area. It will be the responsibility of the Contractor to acquire the Borrow Areas approved by the Engineer and pay for all royalties/malkana and all other costs. In case the materials from the approved Borrow Areas do not meet the Specifications requirements, in the opinion of the Engineer, the Contractor shall have to propose new Borrow Areas for approval, and nothing shall be paid to the Contractor for abandonment of the previously approved Borrow Areas.
SCC- 9 Time for Completion of Works

The Work is required to be completed in the time stated in Appendix to Tender and the Tenderer to whom the Contract is given will be required to complete and deliver the whole of the Permanent Works strictly within the time so stated. If the Tenderer states, in his Tender, a shorter time than shown in the Appendix, then such shorter time governs.

SCC - 10 Documents not to be Altered or Mutilated

No alteration or mutilation (other than filling in all the blanks intended to be filled in) shall be made in the form of Tender or in any of the documents attached to it. Any comments which it is desired to make shall not be placed on any of the documents attached hereto, but shall take the form of a separate statement which shall be as brief as possible and referenced to items, clauses and pages of the annexed documents.

Such statements shall not qualify the acceptance of the Tender based upon a proposed change or changes in the annexed documents, nor shall be binding upon the Employer in any way in making the award. Alterations of already written prices must be signed in the place of alteration by the Tenderer or his legally authorized representative.

SCC - 11 Personal Liabilities of Public Officials

In carrying out any of the provisions of these Specifications, or in exercising any power of authority granted to them by or within the scope of the Contract, there shall be no liability upon the Chairman (NHA) or his authorized representatives either personally or as officials of the Government, it being understood that in all matters they act solely as agents and representatives of the Government.

No member or officer of the Government or the Employer or the Employer’s representative or any one of their respective staffs or their employees shall be in any way personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein, contained.

SCC - 12 Access and Canal Roads

If the Contractor finds it necessary or elects to use existing canal roads, the Contractor shall make all necessary arrangements and obtain all permits from the provincial Irrigation Department for travel over and use of such canal roads. The Contractor shall observe all rules regulations of the Irrigation Department regarding the use of said canal roads. The cost of maintaining all necessary safety measures and temporary structures and making any necessary repairs, replacements or similar operations and all or any other costs required by reasons of his use of such canal roads shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such operation or interference.

SCC - 13 Railway Traffic

Where construction work or operations of the Contractor are performed within the limits of the right-of-way of the Pakistan Railways, the Contractor shall cooperate with the railway administration in order to expedite the work and to avoid interference with the operation of the railway. Before performing any work on his sidings yards or on other transportation facilities adjacent to existing railways, the Contractor shall enter into an agreement with and shall meet all requirements of the railway administration within the area of the Contractor’s operation for the protection of its lines against damage, interference with traffic or service thereon by the operations of the Contractor under this Contract. The Contractor shall not store or place any materials or equipment on the right-of-way of the existing railway in such a manner as to interfere with the operations of trains or the maintenance of the rail bed and track. In advance of any operation, which may unavoidably interfere with the operation of the railway, the Contractor shall notify the superintendent of the corresponding Railway division.
in order that proper flagging or other protection may be provided. The cost of providing and maintaining all necessary safety measures, watchman guards, signals and temporary structures or making any necessary repairs, replacements or similar operations or furnishing indemnity or other required by this article shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages costs, charges and expenses whatsoever arising out of or in relation to any such operations or interference.

**SCC - 14 Irrigation Flow**

The Contractor shall conduct his operations so as to offer the least possible obstruction for maintaining flow in irrigation canals, channels and watercourses. The Contractor shall observe all rules and regulations of appropriate authorities regarding the interruption and maintenance of flow in irrigation canals, channels and water sources and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs and expenses whatsoever arising out of or in relation to any such construction, operations or interferences with irrigation flows.

The Contractor shall maintain alternate channels wherever temporary relocation of irrigation channels is required or where his operations disrupt the irrigation flow, without any compensation from the Employer.

**SCC - 15 Utility Lines**

The Contractor shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incident to the protection of and avoidance of interference with power transmission, telegraph, telephone and natural gas lines, oil lines, water and sewerage mains and other utilities within the areas of his operations in connection with this Contract and the cost thereof shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in relation to any such interference.

**SCC - 16 First Aid Facilities**

The Contractor shall provide and maintain adequate First Aid Facilities convenient to the Site to the approval of the Employer.

**SCC - 17 Location of Contractor’s Camp**

The location of houses, barracks, stores and offices, etc., shall be determined in agreement with Employer. Installation for the supply of electricity and water, fuel, lighting, etc., must be present to the necessary extent.

**SCC - 18 Final Hand Over**

At the end of the Defects Liability Period stipulated in the Contract, the Employer on application of the Contractor, shall decide the members of the final hand over committee and announce the same to the Contractor. The committee, after investigation of Works, if satisfied that there are no deficiencies or defects due to work of the Contractor, shall certify the final hand-over, and the Engineer will then issue a Defects Liability Certificate as provided under Clause 62.1 of Conditions of Contract.

**SCC - 19 Making Good Damage to Services, Earth-Faces, etc.**

The Contractor shall make good, at his own cost, all damages to telephone, telegraph and electric cables or wires, sewers, water or other pipes except where the Authority, Employer or Private Party owning or responsible for the same elects to make good the damage.
All injury to the surface of the land, to the beds of watercourses, protecting banks, riverbeds, etc. where disturbed by the Works (other than where specifically ordered by the Employer), shall be repaired by the Contractor or the Authorities concerned, at the Contractor’s expense. All such making good shall be to the approval of the Employer.

SCC - 20

Returns of Plant, Materials, etc.

The Contractor shall forward to the Engineer at the end of each month returns showing the Constructional Plant, materials, etc., on Site, in a form prescribed by the Engineer.

SCC - 21

Method of Measurement

The measurement of the Works shall be performed on the basis of the Specifications. If these measurements exceed the measurements indicated in the Specifications and Drawings, except those directed by the Engineer, such excess shall be on the account of the Contractor and he shall not be entitled to any compensation thereof. But if they are less than the measurements indicated in the Specifications and Drawings then the Works actually executed shall be measured, provided they are technically acceptable and there is no provision to the contrary in any other part of the Contract Documents. All work completed under the Contract shall be measured according to the metric system for all items, unless otherwise provided herein or in the Special Provisions. All longitudinal measurements for area or volume will be made horizontally along the road centre line, and no deduction will be made for individual fixtures in the pavement having an area of 1 sq. Meter or less. All transverse measurements for area or volume of pavement courses will be made horizontally in accordance with the dimensions indicated on the plans, or the dimensions ordered by the Engineer. In computing volume of excavation, embankment and borrow, the average end-area method will be used.

Quantities of materials wasted or disposed off in a manner not called for under the Contract or rejected loads of materials, including material rejected after it has been placed by reason of the failure of the contractor to conform to the provisions of the Contract, or material not unloaded from the transporting vehicle, or material placed outside of the lines indicated on the drawings or established by the Employer, or material remaining on hand after completion of the work will not be paid for and such material should be disposed off by the Contractor at his own expense. No compensation will be allowed for hauling rejected materials. The Works shall be measured net notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.

SCC - 22

Record of Measurements

The Contractor will supply to the Engineer’s Representative six (6) copies of the abstract of Contractor’s certificate of payment every month along with two copies of detailed measurements, quality control tests and cross sections with calculations, and any other document or information which form the basis of payment.

SCC - 23

Dangerous Materials

The Contractor and his sub Contractors shall convey, store and make use of all explosives, dangerous petroleum, acetylene, carbide of calcium and other similar material provided by them for use in or on the Works in strict accordance with the provision of all laws, orders and regulations that are in force at the Site or may be issued from time to time by the Government.

SCC - 24

Progress Photographs

The Contractor shall furnish to the Engineer every month at least four photographs to clearly show the progress of construction. The photographs shall be submitted in twelve glossy prints 20 cm x 20 cm, together with the negative. Each print shall be marked on the back with the date and serial number. There shall be no writing, lettering or marking on the face of the photograph.
SCC - 25  As Built Drawings / Shop Drawings

During construction, the Contractor shall keep an accurate record of all deviations of his work as actually installed from that shown or indicated on the Contract Drawings. Upon completion of the Works, the Contractor shall deliver to the Employer cloth / millar paper tracings, the same size as Contract Drawings and at an approved scale showing the Works as actually installed. All Drawings are to become the property of the Employer.

All the shop drawings/fabrication drawings shall be prepared by the Contractor and submitted to the Engineer at least fifteen days before the start of the work. The Engineer shall check and approve or return the same to the Contractor for correction/ modification within the period of 15 days from the day of receipt of the drawings. All work is to be executed by the Contractor in accordance with the drawings approved before the commencement of the Works.

SCC - 26  Safety Precautions

The Contractor shall adequately provide for the safety, health and welfare of persons and for the prevention of damage to Works, material, equipment for the purpose of or in connection with the Contract.

SCC - 27  Fixed Withholding Tax

A sum in Pakistani Rupees, in accordance with the prevailing income tax laws of Pakistan shall be deducted from all actual payments made to the Contractor and be deposited with the Government of Pakistan towards payment of income tax by the Contractor. When such deduction is made from the payments a certificate to that effect shall be issued by the Employer to the Contractor.

Notwithstanding such deduction of income tax at source, the Contractor shall be liable to pay the balance income tax, super tax and other taxes on income or his profits arising out of the Contract, and his employees on their remunerations etc, in accordance with the prevailing income tax laws of Pakistan.

SCC - 28  Approved Insurance Companies

The following list of the Insurance Companies constitute the only Insurance Companies in Pakistan which the NHA will recognize for all Insurances required under the Contract within treaty bond limit mentioned against each company.

1. Adamjee Insurance Company Ltd.
2. EFU General Insurance Company Ltd.
3. International General Insurance (IGI) Company
4. Jublee General Insurance Company
5. Security General Insurance Company
6. Atlas Insurance Company
7. In addition to the above mentioned companies insurance policies of the state owned National Insurance Corporation would remain to be acceptable to NHA.
   or
8. Any other company approved by the Employer.
Contractor will provide the following equipment / item to the employer at his own cost required for the management of contract:

Photocopy machine (for zonal office) upto Rs.200,000/- with all accessories will be provided by the contractor within the 1 month time from the commencement of the work, failing which machine will be purchased by the employer and deduction will be made accordingly from the IPC of the contractor.