




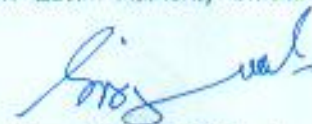
INVITATION FOR BIDDER

NOTICE INVITING TENDERS

1. Port Qasim Authority (PQA) Invites sealed bids from the reputed Contractors / Firms registered with (i) Pakistan Engineering Council (PEC) in C-5 Category or above, valid upto June, 2022 (ii) with specialization codes EE-04, EE-06 and EE-11 (iii) and also registered with Income tax department under FBR (Federal Board of Revenue) having Tax Payers Registration Certificate & registration (iv) with SRB (Sindh Revenue Board) on active Taxpayer list for the works mentioned here under:

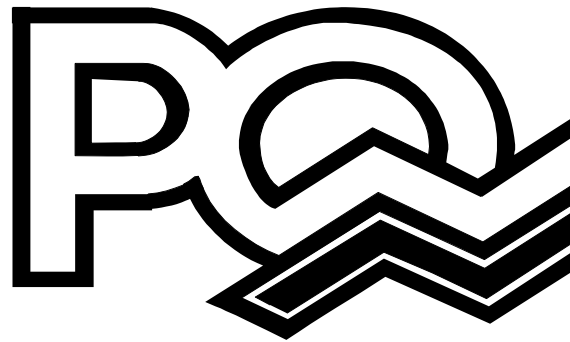
Tender No.	Name of work	Annual Contract Ceiling	Earnest Money	Tender fee by Pay Order	Contract Period	Tender submission & opening date
166	Annual Maintenance and Operation of Street Lights at PQA	30 Million	Rs.600,000/- in shape of pay order in favor of PQA to be enclosed.	Rs.5,000/= (In favor of PQA)	12 Months	 June-22

2. Bidding documents containing detailed Terms & Conditions are available for the interested bidders at the office of Director (M&E), PQA, Bin, Karachi. The documents will be provided upon providing evidence for registration in relevant PEC Category, specialization and upon payment of a non-refundable bid documents price of Rs 5,000/= (Rupees, five thousand only), in the shape of pay order from any scheduled bank of Pakistan in favour of "Port Qasim Authority" issued by a scheduled Bank of Pakistan Karachi based branch having "AA" rating. Bidding documents can also be downloaded from PQA/PPRA websites.
3. Single Stage Two Envelope Procedure under rule 36(b) of PPRA-2004 shall be adopted. One envelope containing Information regarding Qualification of bidder and respective information shall be clearly marked "Technical Proposal" & the second envelope containing the Bid price shall clearly marked "Financial Proposal". Technical proposal must be containing with Bid Security valid for one hundred eighty (180) days in favour of Port Qasim Authority (PQA) amounting to Rs.600,000/- (Rupees Six hundred thousand only) in the form of pay order / Bank Guarantee in favour of Port Qasim Authority, issued by a scheduled Bank of Pakistan Karachi based branch having AA rating. Bids without Bid Security shall be rejected.
4. Technical Proposal and Financial Proposal (Both Envelopes) (Covered in a single Envelope) are to be submitted in the office of Director (M&E) by 1200 hrs on date indicated above alongwith earnest money in shape of Pay order in favour of Port Qasim Authority (PQA). Technical proposals only shall be opened on the same date of submission at 1230 hrs in the presence of those Bidders who may wish to be present.
5. Financial proposal of technically qualified bidders shall be opened in the presence of bidders or their authorized representatives who may wish to attend. The date, time & venue be intimated later. The financial proposal of technically non-qualified bidders shall be returned unopened.
6. In case of holiday falling on the date of submission/opening of tender, the same will be opened on the next working day at the same time.
7. Partial and Incomplete Bids shall not be considered.
8. PQA reserves the right to accept or reject any or all bids as per PPRA-2004 and no claim shall be entertained this regards and Authority's decision shall be final and binding upon all parties/firms. This advertisement along with bidding Documents is also available on Port Qasim Authority Official website www.pqa.gov.pk and on PPRA website of www.ppra.org.pk.


(Syed Aijaz Ali Rizvi)
SECRETARY PQA

**PORT QASIM AUTHORITY
MINISTRY OF MARITIME AFFAIRS
GOVERNEMENT OF PAKISTAN**

MECHANICAL & ELECTRICAL DEPARTMENT



Gate way to National Prosperity

TENDER & CONTRACT DOCUMENTS

FOR

**ANNUAL MAINTENANCE AND OPERATION OF
STREET LIGHTS AT PQA**

JUNE, 2022

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INVITATION FOR BIDDER



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(Syed Aijaz Ali Rizvi)
SECRETARY PQA

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- c. Contract Agreement
- d. Advance Bank Guarantee

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data hereinafter called "Port Qasim Authority" wishes to receive bids for the "Annual Maintenance and Operation of Street lights at PQA", as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 The Employer has finances for the cost of the project specified in the Bidding Data and for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This invitation for Bids is open to local firms / Contractors:-
 - a. Firms / Contractor shall have to submit with bid the following:-
 - i. Duly licensed by the Pakistan Engineering Council (PEC) in the Category C-5 and above with PEC codes EE-04 & EE-06 and EE-11 valid up to Dec 2022.
 - ii. Relevant experience in installation, operation and maintenance of street lights including solar lights and conventional LED lights with documentary proof of last five (05) years.
 - iii. NTN, GST & SRB (Active) Registration Certificates of the firm.
 - iv. Current Bank Certificate with Financial Soundness.

3.2 In case the bidders / contractors consist of a Joint Venture of more than one entity then each member of the Joint Venture shall be jointly and severally bound to the Employer for fulfillment of the terms of the tender/contract and the Joint Venture shall designate one member to act as leader of the Joint Venture for purposes of representing the Joint Venture.

IB.4 One Bid per Bidder

4.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid 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 site 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. Bidding Documents.
2. General Conditions of Contract (GCC).
3. Contract Data.
4. Specifications.
5. Form of Bid & Appendices to Bid.
6. Form of Bid Security.
7. Form of Contract Agreement.
8. Forms of Performance Security
9. Form of Advance Guarantee
10. Bill of Quantities

- 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 following address:-

Director (M&E),
Mechanical & Electrical Department,
Port Qasim Authority, Port Qasim
Karachi, Pakistan
Phone: +92-(21)-99272182,
E-mail: secretary@portqasim.org.pk

The Employer will respond to any request for clarification which he receives earlier than 07 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.19

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 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 Accompanying the Bid

11.1 Each bidder shall:

- (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) The bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.
- (c) Bidder must possess and provide evidence of its capability and the experience as stipulated in bidding data and qualification criteria stipulated in the bidding documents.
- (d) The documentary evidence of the works' conformity to the bidding documents may be in form of literature, drawings and data and the bidder shall furnish documentation as set out in bidding data.
- (e) Furnish a bid taking into account the various Appendices to Bid and other pertinent information such as mobilization program etc.

11.2 Bidders shall also submit bid of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders to meet the technical specifications and the completion time referred to in IB. 1.2 hereof.

IB.12 Bid Prices

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB. 1.1 hereof, based on the unit rates 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 federal, provincial and local duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 14 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 only.

IB.14 Bid Validity

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening.

- 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, Rs.600,000/- as bid security/earnest money in the shape of pay order / bank guarantee from "AA" rating Bank situated in Karachi, Pakistan in favor of Port Qasim Authority to be submitted alongwith bid.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Pay Order or a Bank Guarantee issued by a Karachi based Scheduled Bank of Pakistan having "AA" rating in favour 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 or award of contract whichever is earlier.
- 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. 20.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to IB. 26.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

IB.16 Format and Signing of Bid

- 16.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 16.2 All pages of the Tender / Bid and appendices to Bid are to be properly completed, signed and stamped.

- 16.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 16.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and (2) one number of copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 16.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to IB. 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the tender / bid.
- 16.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 16.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 16.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.17 Sealing and Marking of Bids

- 17.1 The completed Tender marked as 'Original' and Two copies are to be inserted in double self-addressed envelope and delivered in person or sent by Registered Air mail / courier so as to reach the:

Director(M&E)
Port Qasim Authority,
P.O. Port Qasim
Bin Qasim Karachi – 75020
Pakistan

- 17.2 The inner envelope is to bear the name and address of the Tendered and is to be sealed and inscribed as follow:

Tender for the "Annual Maintenance and Operation of Street Lights at PQA"

- 17.3 The ORIGINAL and copies of the completed Tender Set including Appendices and supplementary information and the Bid Security must reach the Director (M&E) Port Qasim Authority, Bin Qasim, and Karachi-75020 before the time and date fixed in the Tender Notice for opening of the Tenders. Tenders received after opening of the Tenders will be rejected and returned unopened.

17.4 Documents submitted by prospective Tenderers or Contractors in connection with the Tender for above named Works will be treated as confidential and will not be returned.

IB.18 Deadline for Submission of Bids

- 18.1 (a) Bids must be received by the Employer at the address specified not later than the time and date stipulated in the notice inviting tender (NIT)/ Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 18.2 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.19 Late Bids

- 19.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.18 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.20 Modification, Substitution and Withdrawal of Bids

- 20.1 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.
- 20.2 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.18 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

- 20.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 21.1 and 26.2.
- 20.4 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

IB.21 Bid Opening

- 21.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to IB.20, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 21.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to IB.20 shall be returned unopened.
- 21.3 The bidder's name, total Bid Price and any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 21.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the IB. 21.3.

IB.22 Process to be Confidential

- 22.1 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 and a report giving justification for acceptance / rejections of the bids. 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. PQA Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

IB.23 Clarification of Bids

- 23.1 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.26.

IB.24 Examination of Bids and Determination of Responsiveness

- 24.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 24.2 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; and (iv) 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; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 24.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.25 Correction of Errors

- 25.1 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.
- 25.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with IB. 15.6(b) hereof.

IB.26 Evaluation and Comparison of Bids

- 26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with IB.24
- 26.2 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.25;

- (b) Making an appropriate adjustment for any other acceptable variation or deviation.

26.3 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.

26.4 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.30 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.27 Award

27.1 Subject to Clauses IB.28 and IB.32, 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 IB.3 and qualify pursuant to IB 27.2.

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

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

IB.28 Employer's Right to Accept any Bid and to Reject any or all Bids

28.1 Notwithstanding IB.27, 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.29 Notification of Award

29.1 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").

- 29.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 29.3 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.
- 29.3 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.30 Performance Security

- 30.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance.
- 30.2 Bid Security. Failure of the successful bidder to comply with the requirements of Sub-Clause IB.30.1 or Clauses IB.31 or IB.33 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 30.3 The successful Tendered will be required to furnish a performance Bond in the amount of 10% of the Contract Price mentioned in the bids at the time of signing the formal Contract Agreement.

IB.31 Signing of Contract Agreement

- 31.1 Within 7 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.
- 31.2 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.
- 31.3 All costs incidental to signing of the contract (inclusive of stamp duty) will be borne by the successful bidder.

IB.32 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, inter alia, 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.33 Lowest Evaluated Bid

Lowest Evaluated Bid means:

- i) A Bid most closely conforming to evaluation conditions specified in the Bidding document; and
- ii) Having lowest evaluated cost;

IB.34 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-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.

G. MISCELLANEOUS

IB.36 Misc. Information

36.1 Fraud and Corruption

It is the policy of the PQA to require its staff and its Contractors to observe the highest standard of ethics during the selection and execution of contracts. In pursuance of this policy, PQA:

- (a) Defines, for the purposes of this provision, the terms set forth below:
 - (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence selection process or the execution of contract;
 - (iii) “Collusive practices” means a scheme or arrangement between two or more contractors with or without the knowledge of PQA, designed to establish prices at artificial, noncompetitive levels and to deprive PQA of the benefits of free and open competition;
 - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a Bid for award if it determines that the contractor recommended for award has, directly or through an agent, engaged in

corrupt, fraudulent, elusive or coercive practices in competing for the contract in question;

- (c) will sanction contractor, including declaring the contractor ineligible, either indefinitely or for a stated period of time, to be awarded a PQA contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices.

36.2 Procedures of Open Competitive Bidding

The following procedures shall be adopted for open competitive Bidding as provided in Public Procurement Rules-2004, namely:-

Single stage – two envelope procedure

- (i) The bidding process shall be single stage two envelope procedure under rule 36(b) of PPRA-2004 i.e. “Technical Proposals” and “Financial Proposals”.
- (ii) The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (iv) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of Bids shall be opened of the qualified bidders publicly at a time, date and venue announced and communicated to the Bidders in advance;
- (viii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the Bid validity period, publicly open the financial proposals of the technically accepted Bids only. The financial proposal of Bids found technically non-responsive shall be returned un-opened to the respective Bidders;
- (ix) The Bid found to be the lowest evaluated Bid shall be accepted.

36.3 Lowest Evaluated Bid

Lowest Evaluated Bid means:

- i) A Bid most closely conforming to evaluation criteria and other conditions specified in the Bidding document; and
- ii) Having lowest evaluated cost;

BIDDING DATA

BIDDING DATA

Instruction to Bidders Clause Reference

1.1	<p><u>Name of Employer:</u> Port Qasim Authority and represented by Director General (Technical)</p> <p><u>Brief Description of Works:</u> " Annual Maintenance and Operation of Street Lights at PQA"</p>
8.1	<p><u>(a) Employer's address:</u> Director General (Technical), Head Office Building, Port Qasim Authority, Bin Qasim Karachi-75020 Fax. No. 021-34730107</p> <p><u>(b) Engineer's address:</u> Director (M&E), Port Qasim Authority, Tel.No.99272182 Fax: No. 021-34730107</p>
10.1	<p><u>Bid language:</u> English</p>
11.1 (b)	<p>The bidder/manufacturer has the financial, technical and production capability necessary to perform the Contract as follows:</p> <ol style="list-style-type: none"> i. Balance sheet for last three years audited by Chartered Accounts, ii. CV's of key personal signed by individual, iii. List of completed projects and complete technical information as mentioned in clause 11.1
11.1 (d)	<p>(a) A detailed description of the Works, essential technical and performance characteristics.</p> <p>(b) Complete set of technical information, description data, literature and drawings. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general dimensions and other relevant information about the works to be performed.</p>
13.1	<p>Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.</p>
15.1	<p>Amount of Bid Security Rs.600,000/- in shape of Pay order/ Bank Guarantee from "AA" rating Bank of Pakistan in favour of Port Qasim Authority, to be submitted alongwith Bid .</p>
14.1	<p>Period of Bid Validity 180 days</p>
17.4	<p>Number of Copies of the Bid to be Submitted One original plus one copy</p>
18.1	<p>Employer's Address for the Purpose of Bid Submission Office of the Director (M&E), Port Qasim Authority, Karachi.</p>
19.1	<p>Deadline for Submission of Bids As notified in NIT.</p>
22.1	<p>Venue, Time, and Date of Bid Opening As notified in NIT.</p>

25	Responsiveness of Bids <ul style="list-style-type: none">(i) the Bid is valid till required period,(ii) the Bid prices are firm during currency of contract (if it is a fixed price bid)(iii) completion period offered is within specified limits,(iv) The Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification as per evaluation criteria given with these documents.(v) the Bid does not deviate from basic technical requirements and(vi) the Bids are generally in order, etc.
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**FORM OF TENDER
AND
APPENDICES TO TENDER**

FORM OF TENDER

Director (M&E)
Port Qasim Authority,
Bin Qasim

Subject:

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favor made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period or extension thereof.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____

Signature: _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Amount of Performance Bond	4.4	10% of Contract Price in shape of Bank guarantee / Pay order from any Scheduled Bank of Pakistan having "AA" rating situated in Karachi. Performance bond shall be released after completion of maintenance period.
2.	Time for Furnishing Program	1.7.1	14 days from the date of receipt of Letter of Acceptance.
3.	Minimum amount of Third Party Insurance	14.1	Rs. 300,000/=
4.	Submission of Insurance Policies	14	Insurance policies may be submitted from the following insurance companies acceptable to the Client. A)- Adamjee Insurance Company. b)- Eastern Federal Union Insurance Company c)- New Jubilee Insurance Company
5.	Period of Commencement	1.1.7	14 Days from the Employer's order to commence the work.
6.	Stipulated time of completion. Whole of the works.	1.1.9	Contract period is 12 months from the date of award of contract.
7.	Amount of Liquidated Damages for late completion after due date for completion.	7.5	Delay: 0.1% of Contract Price/day for late completion. Maximum 10% of the Contract price stated in the letter of Acceptance
8.	Defect Liability Period	9.1	Not Applicable
9.	Mobilization / Demobilization Payment as per BOQ.	11.1a (i)	Not Applicable
10.	Mode of Payment	11.1	100% in local currency
11.	Percentage of Retention Money	11.4	5% of all payments made to Contractor.
12.	Time within which payment to be made after submission of certificate from Engineer.	11.3	30 Calendar Days
13.	Maintenance period	9.1	Not Applicable

Signature: _____
Name: _____
Date: _____

PROPOSED SCHEDULE

Pursuant to Sub-Clause 7.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid.

METHOD STATEMENT OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. The method of executing the Works, the procedures for maintenance and operation work mobilization of equipment and materials to the site.

Not Applicable

LIST OF INTENDED SUB-CONTRACTORS

We intend to engage the following firms as sub-contractors experienced in their respective field as mentioned against their names for executing the works specified below:

S. No.	Name and address of Intended Sub-Contractors	Type of work	Reason for sub-letting

Signature: _____

Name: _____

Date: _____

Not Applicable

Appendix to Bid-E

CONTRACTOR'S SUPERVISORY STAFF AND KEY PERSONNEL

1. The following personnel would comprise the supervisory staff to be assigned by us to the construction site for fulfillment of the Contract.
2. The biographical data with relevant testimonials and details of experience of the above key personnel are attached to our Tender.

S. No.	Proposed Assignment	Full Name	Age	Nationality

Signature: _____

Name: _____

Date: _____

(INTEGRITY PACT)

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

Contract No:

Contract Value: _____

Contract Title: "Annual Maintenance and Operation of Street Lights at PQA"

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

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

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

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

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

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

STANDARD FORMS

**TENDER BOND / BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
ADVANCE BANK GUARANTEE**

**BID SECURITY
(Bank Guarantee)**

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

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

Bid Reference No. _____

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

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

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

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said 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 for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum 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 Surety at its address given above.

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

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

SURETY (Bank)

WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

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

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with Address _____

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

Letter of Acceptance No. _____ Dated _____

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

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

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

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

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

	_____ Guarantor (Bank)
Witness:	
1. _____	Signature _____
_____	Name _____
Corporate Secretary (Seal)	Title _____
2. _____	
_____	_____
Name, Title & Address	Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The General Conditions (GCC)
 - (f) Contract Data
 - (g) The priced Bill of Quantities;
 - (h) The completed Appendices to Bid;
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) Appendix
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____
Executed on _____

(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 telex.

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. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

GENERAL CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date fourteen(14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

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

Other Definitions

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 **Priority of Documents**

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. **THE EMPLOYER**

2.1 **Provision of Site**

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

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, labor, 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 at the option of the bidder, in the form of Bank Draft (Pay order) or Bank Guarantee having at least **AA** rating from PACRA/JCR situated in Karachi 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 Programmed

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

7.4 Extension of Contract

The validity of contract may be extended for further period of one year on same terms & conditions of the contract at the option of PQA and / or such modification as may be mutually agreed.

7.5 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

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

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

9.2 **Uncovering and Testing**

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

10. **VARIATIONS AND CLAIMS**

10.1 **Right to Vary**

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

10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) At appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) In case of non-schedule items, the quotations & rates analysis will be furnished by the contractor & submit for prior approval / agreed by the Engineer / Engineer representative.
- f) 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.

10.3 **Early Warning**

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

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

10.4. **Valuation of Claims**

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

10.5 **Variation and Claim Procedure**

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

10.6 **Variations Exceeding 15 percent**

If, on the issue of the Taking-Over Certificate for the whole of the works, it is found as a result of :

(a) All work valued under Sub-clauses.

(b) All adjustments upon measurement of the estimated quantities set out in the Bill of Quantities, excluding Provisional Sums, day works and adjustment of price made under Clauses. But not from any other cause, there have been additions to or deductions from the contract price which taken together are in excess of 15 percent of the "Effective Contract price" (which for the purposes of this Sub-Clause shall mean the contract price, excluding Provisional Sums and Allowance for day works, (if any) then and in such event (subject to any action already taken under any other Sub-Clause of this clause), after due consultation by the Engineer with the Employer and the Contractor, they shall be added to or deducted from the Contract Price such further sum as may be agreed between the Contractor and the Engineer or, failing agreement, determined by the Engineer having regard to the Contractor's site and general overhead costs of the Contract. The Engineer shall notify the Contractor of any determination made this Sub-Clause, with a copy of the Employer. Such sum shall be based only on the amount by which such additions or deductions shall be in excess of 15 percent of the Effective Contract Price (as per terms of FIDIC conditions of Contract)

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payment:

Terms of conditions shall be in accordance with the Contract Data

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 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 8.1&8.2, 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.

(b) **Valuation of the Works**

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

11.2 **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, subject to any additions or deductions which may be due.

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

11.3 **Interim Payments**

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

11.4 **Retention**

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

11.5 **Final Payment**

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

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

11.6 **Currency**

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

12. **DEFAULT**

12.1 **Defaults by Contractor**

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

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

12.2 **Insolvency**

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

12.4 **Payment upon Termination**

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

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

- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent(20%) of the value of parts of the Works not executed at the date of the termination.
- d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3,the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent(10%) of the value of parts of the Works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight(28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

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

15. **Duties and Taxes**

The Contractor shall obtain all information as to any and all taxes including sales Tax, Company Tax and other taxes FBR & SRB, import duties, port handling charges etc and be responsible for include same in the prices sated in his tender. No extra claim in this respect will be entertained. The clearance through customs of the material (Rubber Fender with accessories) and other things required for the works is the responsibility of the contractor. The contract price shall include cost of material, installation, insurance, custom duty and taxes/levies payable as per applicable law in Pakistan by the contractor.

16. **RESOLUTION OF DISPUTES**

16.1 **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.

16.2 **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.

16.3 **Arbitration**

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

17 INTEGRITY PACT

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

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

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

CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.1	Listed in contract agreement.
1.1.2	Employer's Drawings, if any
1.1.3	To be listed by the Employer (Not Applicable)
1.1.4	The Employer means Port Qasim Authority and represented by Director General (Technical), Karachi.
1.1.5	The Contractor means as named in the Contract Agreement.
1.1.7	Commencement Date means the date of issue of Engineer's Notice to Commence the work, which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
1.1.9	Time for Completion As notified in NIT
1.1.20	Engineer/E.R Director (M&E), Port Qasim, Karachi & Manager (Electrical) as Engineer's Representative
1.3	Documents forming the Contract listed in the order of priority: The Contract Agreement Letter of Acceptance The completed Form of Bid Contract Data Conditions of Contract The completed Schedules to Bid including Schedule of Prices / BOQ. The specifications Special stipulation Appendixes
2.1	Provision of Site: On the commencement date
3.1	Authorized person: To be notified
3.2	Name and address of Engineer's/Employer's representative To be notified
4.4	Performance Security: 10% of the Bid Amount / Contract Cost. The Performance Security shall be valid up to completion of defects liability period of the contract. (Form: As provided under Standard Forms of these Documents)
5.1	Requirements for Contractor's design (if any): (Not Applicable)
5.2	Specification Clause No's (Not Applicable)
7.2	Programme (Not Applicable)
7.5	Liquidated Damages Amount payable due to failure to complete the work shall be 0.1 % per day up to a maximum of (10%) of contract sum stated in the Letter of Intent /Acceptance
9.1	After expiry of contract period the performance Bond furnished will be released on the request of contractor.

10.2	(e) Variation procedure: Day work rates _____ (details)
11.1(a)	<p><u>Terms of payments:</u> Payment of Contract Price shall be made in the following manners: The Engineer after examining each such monthly statement certify the amount of payment of the contractor which he shall consider reasonable and proper in respect thereof subject to retention of percentage of Retention money and deduction of any such sum which may have become due to payable by the contractor to the Authority.</p> <p>For all payments made to the Contractor, a deduction of five percent shall be made from each bill as Retention Money. The Retention Money shall be refunded to the Contactor after expiry of contract period. The amount due to the Contractor under any certificate duly certificate for payment by the Engineer pursuant to this clause or to any terms of the Contract, shall be paid by the Authority to the Contractor after such certification.</p> <p>The amount due to the Contractor under any certificate for payment by the Engineer pursuant to this clause or to any terms of the Contract, shall be paid by the Authority to the Contractor after such certification.</p> <p>All contents in them payment certificate issued by the Engineer and also by the payments that have been made shall be considered partial and provisional and nor final and on account, of any mistake in measurement or computation in the payment certificate shall be corrected and payment be adjusted accordingly.</p> <p>ii). <u>Final Payment</u> Not later than one month after the completion of the Contract period, the Contractor shall submit to the Engineer a statement of final account with supporting documents showing the value of the work done in accordance with the Contract together with all further sums which the Contractor to be due to him under the Contract within one month after the receipt of his final account and of all information reasonably required for its verification. The Engineer shall issue a final certificate stating:</p> <p>a) The amount which in his opinion is finally due under the Contract and after giving credit to the Authority for all amounts previously paid by the Authority and for all sums to which the Authority is entitled under the Contract.</p>
11.1	(b) Valuation of the Works (Not Applicable)
11.2	(b) Percentage of value of Materials and Plant (Not Applicable)
11.4	Percentage of retention: five percent (5%)
11.6	Currency of payment: Pak. Rupees
14.1	Insurances: Type of cover: Contractor's All Risk Policy Amount of cover:

	<p>The sum stated in the Letter of Acceptance plus fifteen percent (15%)</p> <p>Type of cover</p> <p>Contractor's Equipment:</p> <p>Amount of cover</p> <p>Full replacement cost</p> <p>Type of cover</p> <p>Third Party-injury to persons and damage to property. (The minimum limit amount of third party insurance should be Rs.150,000/- to 300,000/- each occurrence).</p> <p>Workers: _____</p> <p>Other covers _____</p> <p>(In each case name of insured is Contractor and Employer)</p> <p>Type of cover: Workmen's compensation policy</p>
14.2	<p>Amount to be recovered</p> <p>Premium plus _____ percent (____%).</p>
16.3	<p>Arbitration</p> <p>Place of Arbitration: Karachi</p>

**TECHNICAL SPECIFICATIONS
&
EVALUATION CRITERIA**

TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

The scope of work includes Annual Maintenance and Operation contract of existing and proposed Street Lights including Solar lights, High Pressure Sodium lights, LED light fixtures, LED flood lights etc. at Port Qasim Authority (PQA) in dedicated areas as directed by Engineer and as per the conditions in this document.

2. MATERIAL AND EQUIPMENT TECHNICAL SPECIFICATIONS:

2.1 EXISTING STREET LIGHTS

2.1.1 HIGH PRESSURE SODIUM LIGHTS

- i. Existing sodium lights at PQA are mostly 250 Watt, 400 Watt and 1000 Watt SON-T type at various locations.
- ii. High pressure sodium lamps are quite efficient greater than 100 lumens per watt.
- iii. Input Voltage should be AC 90-270V.
- iv. Life span >30,000 working hours.
- v. Complete sodium light comprises of:
 - Lamp (Source of Light)
 - Ballast (Regulates the current to the lamps and provides sufficient voltage to start the lamps)
 - Igniter (Provide a brief, high voltage pulse to the lamp to ignite the gases inside)
- vi. The light housing made of aluminum would be recommended over the plastic housing.
- vii. Ingress protection rating should be IP-65 or above.
- viii. Warranty of light should be at least 03 years or above and preferable brand would be Philips or Equivalent in all standards.

2.1.2 LED STREET LIGHT FIXTURE

- i. LED light fixture (Non-solar), alternating current (AC) powered integrated street light that uses light emitting diodes (LED) as its light source.
- ii. LED Street light fixtures having power output of 70W, 100W and 140W shall be installed as instructed by Engineer or could be replaced with existing sodium lights.
- iii. LED fixture of Aluminum body shall be preferable over plastic body.
- iv. It should have luminous efficiency of minimum 95-130 lumens/Watt and Input voltage

range from AC 90V to 270V.

- v. The Light should have life span >50,000 working hours.
- vi. Protective devices like fuse/circuit breaker should be incorporated in the fixture circuit for the protection against surges, low voltage, short circuit etc.
- vii. LED drivers used in fixtures should also have long service life and should be durable.
- viii. For LED Street lighting fixtures, the color temperature should be in range between 3000K-6500K for white cool light.
- ix. LED street lights must have a minimum IP-65 protection class or above as they are used in outdoor conditions.
- x. Warranty of light should be at least 03 years and preferable brand would be “Philips” or Equivalent in all standards.
- xi. LED fixture should be CE and RoHS certified.

2.1.3 LED FLOOD LIGHTS

- i. LED flood light (Non-solar), alternating current (AC) powered integrated outdoor light that uses light emitting diodes (LED) as its light source.
- ii. LED flood light having power output of 50W, 100W, 150W and 200W shall be installed as instructed by Engineer or could be replaced with existing sodium lights.
- iii. LED flood light of Aluminum body shall be preferable over plastic body with tempered glass lens.
- iv. Internal heat sink for thermal management shall be provided in the light.
- v. Wider beam angle with intense lighting performance shall be ensured.
- vi. It should have high lumen output, highly efficient and reliable.
- vii. The Light should have life span >50,000 working hours.
- viii. It should have built-in voltage surge protection circuit.
- ix. The color temperature should be in range between 3000K-6500K for white cool light.
- x. LED flood lights must have a minimum IP-65 protection class or above as they are used in outdoor conditions.
- xi. Warranty of light should be at least 03 years and preferable brand would be “Philips” or Equivalent in all standards.
- xii. LED flood light should be CE and RoHS certified.

2.2 SOLAR STREET LIGHT ALL-IN-ONE (PROPOSED STREET LIGHTS)

A Solar Street Light (All-in-one) consist of cool white LED luminary (LED + Driver) as per configuration along with Solar Panel, Li-Fe-PO₄ battery of given capacity, charge controller, necessary control electronics-interconnecting wires / cables, module mounting structures etc. to operate the load for dusk to dawn.

2.2.1 Solar Panel

- i. High quality Mono-Crystalline silicon solar cells should be used. .
- ii. Solar Panel should have high conversion rate in converting light energy (photons) from the sun to generate electricity in direct current (DC) form.
- iii. Solar Panel shall be weather proof and designed for long life outdoor operation in harsh environment with minimum IP-65 rating or above.
- iv. Protective components at input like fuse/tripper should be used to protect against surges, low voltage, short circuit etc.
- v. The Power output of module should have rated voltage of 12V/24V/36V DC and minimum Power output of 90 Watt or above to provide battery discharge time of 10-12 hours per night.
- vi. PV modules shall typically be tested for durability and reliability according to IEC61215 Standards (for crystalline silicon modules).

2.2.2 LITHIUM-FERRO-PHOSPHATE (LI-FE-PO₄) BATTERY

- i. Main features of the LiFePO₄ battery like light weight, maintenance-free, extremely safe, improved discharged and charged efficiency must be ensured.
- ii. The battery storage capacity should be minimum 530Wh (12.8V/42Ah, 25.6V/27Ah or above) that can easily operate 80 Watt Solar LED for 10-12 hours (discharge time) at night without any interruption.
- iii. The battery pack should be capable of high rate of heat dissipations. The battery box should be acid proof and corrosion resistant, hot dip galvanized metallic box (IP 65) with anti-theft locking arrangement.
- iv. The battery should operate between temperature ranges of 0°C to 55 °C.
- v. The battery should conform to latest relevant IEC standards

2.2.3 CHARGE CONTROLLER (MPPT TYPE)

- i. This unit should be designed for charge regulation of storage battery and safeguard the battery against over charge & deep discharging.
- ii. MPPT Charge controller to maximize energy drawn from the solar PV array and should be microcontroller based. The charge controller should have PWM Specification / MPPT type -Maximum Power point Tracking.
- iii. The charge Controller should be capable of providing high charging efficiency.
- iv. The various functions should be displayed through LED indicator indicating the operations being carried out by the controller such as low battery warning sign (yellow), load current off (red), battery charging (green) etc.
- v. A reverse blocking diode should be provided to prevent discharge of battery in rainy season and in night also a fuse protection should be provided with the controller.
- vi. The unit should have protection against short circuit, lightning, reverse polarity surge etc.
- vii. Intelligent battery management system should be provided by MPPT in which three phase time charge battery, which contains MPPT charge, constant voltage charge and float charge, which helps to extend the life time of battery.
- viii. Intelligent LED drive management which includes Light control function, automatic lights LED in the dark, turn off automatically at dawn.
- ix. Minimum IP-65 protected with conformity to latest relevant IEC standards.

2.2.4 LIGHT SOURCE (LED):

- i. LED Light source should have following features:
 - ✓ Light Wattage: 80 Watt
 - ✓ CRI > 70 % Typical
 - ✓ Lighting quality: Free from glare, flickering and UV
 - ✓ Ambient temp 0-55 degree centigrade
- ii. The light source should be of white LED type, single lamp or multiple lamps can be used.

- iii. The lamps, DC-DC driver and battery management system (BMS) should be housed in aluminum die-casted casing suitable for outdoor use from dusk to dawn and shall comply with IP-65 or above.
- iv. The illumination should be uniform without dark bands and use of LEDs which emits ultra-violet light will not be permitted.
- v. Luminaries, reflectors and LED's should be engineered in such a way to give the specified lumens output distributed uniformly.
- vi. The luminary should be designed, manufactured and tested as per LM-79 or LM-80 standards.
- vii. The white LED should stand for maximum 50,000 working hours.
- viii. The connecting wires used inside the luminaries, shall be low smoke halogen free and fuses should be provided to protect against short circuit conditions at input side.
- ix. Full protection against open circuit, accidental short circuit and reverse polarity should be provided.

2.2.5 BROAD PERFORMANCE PARAMETERS OF SOLAR LIGHT

LED SOLAR LIGHT (ALL-IN-ONE)		
1	Make	PHILIPS/OSRAM/CREE or Equivalent
2	Mounting Type	Pole
3	Built-in-Components	LED, Battery, Charge Controller, Solar Panel etc.
4	IP-Protection	IP-65 or above
5	Function	Intelligent Control + Light Control + Remote Control
6	Certification	CE, RoHS
7	Warranty	05 Years or above.
LED SOLAR LIGHT BUILT-IN COMPONENTS:-		
1- LED Luminaries with fittings		
1	Luminaire Wattage	80 Watt
2	LED Make	PHILIPS/OSRAM/CREE or Equivalent
3	Color Temperature	3000K-6500K (White Cool Color)
4	Luminous Efficiency	>150 lm/Watt
5	Lumen Output	>8000Lm
6	Life Span	>50,000 Hours
7	Driver	In Built DC-DC type
8	Body	Aluminum Alloy & Glass
9	Mounting Height	08-09 Meter
10	Protection	IP-65 or above
11	Compliance Standard	LM-79 or LM-80
2- Energy Storage System and Charge Controller		
1	Battery Lithium Ion (LiFePO4)	Lithium Ion Battery (LiFePO4) minimum 530Wh (12.8V/42Ah, 25.6V/27Ah or above)
2	Efficiency	>90%
3	Duty Cycle	From Dawn to Dusk
4	Charging Time	06-08 hours (By Sun)
5	Discharging Time	10-12 hours per night
6	Charging/Discharging Indication	YES
7	Control Type	PWM based with MPPT (Maximum Power Point Tracking) Controller
8	Charge Controller Rating	12V/24V, IP-65 Protected or above,
9	Compliance Standard	IEC-62133
3- Solar Panel		
1	Solar Cell	Mono-Crystalline Silicone Cell
2	Solar Module Rating	>90 Watt, 12V/18V/36V
3	Life Cycle	>10 Years
4	IP-Protection	IP-65 or above
5	Compliance Standard	IEC61215

2.3 STREET LIGHT POLE

The tubular steel pole shall be 9.77 meter high or as proposed by an Engineer having following three sections:

Top Section: 2030mm length, 88.25mm dia 3.25mm wall thickness
Middle Section: 3050mm length, 114.3mm dia 3.66mm wall thickness
Bottom Section: 4690mm length, 140.0mm dia 4.87mm wall thickness

The pole shall have an anchor GI base plate of size 400mm x 400mm and 25mm in thickness welded to the bottom of the pole.

2.4 CIRCUIT BREAKER

- i. Installed for existing/ proposed street lights like high pressure sodium lights, LED flood lights, LED light fixtures etc.
- ii. Automatically operated electrical switch used for street light protection that prevents damage to an electrical circuit as a result of excess current.
- iii. A single/ three Pole miniature/ molded case Circuit Breakers, 220V/440V AC, make Terasaki Japan / Hager France or equivalent should be used for protection against overload, short circuit current, surges etc. for street lights.
- iv. Current rating for single pole circuit breaker should be of 10- 32 Amperes.
- v. Current rating for three pole circuit breaker should be from 60-250 Amperes.

2.5 Cable/ Wire for Street Lights

Proper cabling/wiring of street lighting at poles using single core, two core and four core low voltage copper conductors for control wiring and power supply cabling shall be ensured. Preferable cable brands for this purpose would be Pakistan cables, Million Supreme or Equivalent. Following cable sizes may require for street lighting:

Single core flexible 250/440V PVC copper conductor wire, Make Million supreme or equivalent	2 Core flexible PVC copper conductor cable, Make Pakistan Cables or Equivalent	4 Core flexible LT Copper Conductor Cable, PVC/PVC/SWA, 600/ 1000 V, Make Pakistan Cables or Equivalent.
3/0.29	40/0.76	All available sizes upto150 Sqmm
7/0.29	70/0.76	
7/0.36	23/0.76	
7/0.44	110/0.76	

3 Facilities for the Engineer

The contractor shall provide the following for the Engineer:-

- i. Multifunction Printer (Ricoh IM 2702 with one year warranty and installation)

4 WARRANTY

The Electrical/ Civil works including installation and operation of Street lights like Solar lights, high pressure sodium lights, LED light Fixtures etc. at assigned poles along with all accessories/fittings, installation of poles with foundation etc. and overall workmanship from installation to commissioning must be warranted against any manufacturing/ design / installation defect for minimum period of three (03)years.

EVALUATION CRITERIA

EVALUATION CRITERIA

The Tenderer shall submit, design details of the proposed Works, construction method (a narrative work methodology), relevant production assessment figures, and other items required by Employer's Requirements (Refer to Specifications), all of which is considered part of the Contract.

The Evaluation Criteria for Technical qualification of the firm is given below:-

MANDATORY

- A. Firms shall have to submit with Technical Bid the following:-
- i. Duly licensed by the Pakistan Engineering Council (PEC) in the Category C-5 or above with PEC codes EE-04 & EE-06 and EE-11 valid up to June 2022.
 - ii. Registration with Income Tax & Sales Tax Departments on Active Tax Payer list (ATL) of Federal Bureau of Revenue (FBR) and Sindh Revenue Board (SRB).
- B. Credentials of the firms/Companies, head office & branch offices addresses, telephone, fax, e-mail address of the firms/companies

Total Marks for technical qualification	Total: <u>100 Marks</u>
1. <u>Qualification of the firm</u>	<u>10 Point</u>
<u>Break-up of Points</u>	
Constitution of the firm	
a. Public Limited Company	10 points
b. Private Limited Company	08 points
c. Sole Proprietorship	05 points
2. <u>Total Experience of the firm in maintenance and Operation of street lights including solar lights</u>	<u>50 Points</u>
<u>Break-up of points</u>	
a. Experience in the relevant field greater than 05 years	20 Points
Experience in the relevant field from 03-05 years	16 points
Experience in the relevant field from 01-03 years	12 points
b. List of completed projects / on-going projects	30 Points
For Maintenance and operation of conventional as well as Solar street lights .	
(10 Points for Minimum 01 Project of at least 05 million and 10 points for each additional project up to maximum (Certificates of completion & order to commence may be furnished)	30 Points

3-	<u>FINANCIAL SOUNDNESS:</u>	<u>20 points</u>
	a. Average Working Capital for last three years audited account provided with bank certificate	10 points
	i. Minimum working Capital Rs.10 Million	05 points
	ii. For each additional Rs.1 Million = 01 point (Subject to Maximum 5 Million)	05 Points
	b. Average Gross Revenue for last three years audited provided with bank certificate	10 points
	i. Minimum Gross Revenue Rs.15 Million	05 points
	ii. For each additional Rs. 5 Million = 01 point (Subject to maximum 25 Million)	05 points

4- QUALIFICATION OF KEY PERSONAL. **20 points**

Qualification	40%
Relevant Experience	40%
Permanency with the firm	20%
<u>i)-Qualification</u>	06 Points
B.E in relevant field	100%
B tech in Relevant field	75 %
DAE in relevant field	50 %
<u>ii)-Relevant Experience</u>	08 points
Up to 05 years and above	100 %
Up to 05-03 years	75 %
Up to 03-01 years	50 %
<u>iii)-Permanency with the firm</u>	06 points
Up to 36 months and above	100%
Up to 24-35 months	75%
Up to 12-23 months	50%

Note:

- i- CV must be provided duly and signed by the Employee himself and authorized officer of the firm/company.
- ii- Minimum **65** points are required for qualifying of the firm / Company.

BILL OF QUANTITIES

Bill of Quantities (BOQ)

Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract (in case of item not mentioned in Bill of Quantities).
3. The rates and prices entered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the contract include all costs of Labor, supervision, materials, execution, insurance, profit, all type of taxes including federal and provisional, together with all general risks, liabilities and obligations set out or implied in the contract. Further more, all duties, taxes and other levies payable by the Contractor under the contract or for any other cause a son the date 14 days prior to deadline for submission of Bids in case of International Competitive Bidding /National Competitive Bidding respectively, shall be included in the rates and prices and the total bid price submitted by the bidder.
4. The bidder has to quote percentage **above / below / at par** on overall items unconditionally. Conditional Bid will not be accepted. Overall sum of Bill of Quantities is given to provide a common basis for bidding and evaluation whereas ceiling of Contract will remain same as mentioned in Notice Inviting Tenders (NIT).
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.

PORT QASIM AUTHORITY
(MECHANICAL & ELECTRICAL DEPARTMENT)

(BILL OF QUANTITIES)

Name of Work: **ANNUAL MAINTENANCE AND OPERATION OF STREET LIGHTS AT PQA.**

Sl. #	Description	Unit	Qty	Rate
1	Supply and Installation of following“ LED Street light fixture” 220V AC with hanging material, Cool White Light, Weather Proof IP-65 or above, aluminum body, Make Philips or Equivalent. Complete in all respects and as directed by Engineer. a) 70 Watts b) 100 Watts c) 140 Watts	No No No	01 01 01	35,500/- 40,700/- 48,600/-
2	Supply and Installation of following “LED flood light” 220V AC with hanging material, Cool White Light, Weather Proof IP-65 or above, aluminum body, Make Philips or Equivalent. Complete in all respects and as directed by Engineer. (a) 50 Watts (b) 100 Watts (c) 150 Watts (d) 200 Watts	No No No No	01 01 01 01	8,500/- 22,300/- 32,800/- 40,500/-
3	Supply and Installation of following complete sodium lamps street light 220V AC with built-in SON-T lamps, Igniter and Ballast having compartment for Ballast, water proof porcelain lamp holder etc., the fixture shall be of Phillips or Equivalent complete in all respects and as directed by Engineer. a) 250 Watts b) 400 Watts c) 1000 Watts	No No No	01 01 01	23,500/ 32,600/- 64,000/-
4	Supply and installation of garden / bollard light with 220V AC bulb alongwith complete fitting, Metal body, height 2-3ft, Weather Proof IP-65 or above, make Phillips or Equivalent. Complete in all respects and as directed by Engineer.	No	01	10,000/-
5	Supply and Installation of “Sodium lamps” of 220V AC of the following wattages. Make Philips or Equivalent as directed by the Engineer. a) 250 Watts (SON-T) b) 400 Watts (SON-T) c) 1000 Watts (SON-T)	No No No	01 01 01	4,000/- 6,500/- 7,200/-

6	Supply and Installation of "Ballast" of 220V AC for sodium lamps for the following wattages of Philips make or Equivalent as directed by the Engineer			
	a) 250 Watts (BSN-250 L34)	No	01	4,500/-
	b) 400 Watts (BSN-400 L34)	No	01	6,250/-
	c) 1000 Watts (BSN)	No	01	7,500/-
7	Supply and Installation of "Ignitor" for SON-T Lamps of 220 V AC of Philips make or Equivalent as directed by the Engineer			
	(a) 100-400 Watts (SN-58)	No	01	1,500/-
	(b) 1000 Watts (SN-56)	No	01	3,200/-
8	Supply and Installation of LED thread type Lamp 220V AC, E-27. Make Philips or Equivalent as directed by the Engineer.			
	(a) 18 Watts	No	01	550/-
	(b) 30 Watts	No	01	950/-
	(c) 40 Watts	No	01	1,450/-
	(d) 60 Watts	No	01	2,200/-
9	Supply and Installation of "LED Solar Street light 80 Watts" Complete. Make PHILIPS/OSRAM/CREE or Equivalent, IP-65 or above, Weather proof, Material Aluminum Alloy & Glass, Intelligent control, Lithium Ion Battery (LiFePO4) minimum 530Wh (12.8V/42Ah, 25.6V/27Ah or above), luminous efficiency>150 lm/Watt, discharging time 10-12 hours, CE and RoHS Certified. (Complete in all respect and as directed by Engineer)	No	01	95,000/-
10	Supply and Installation of following LED Solar light accessories mentioned at Serial No.9:			
	a) "LED":80 Watts DC, Cool White Light, >150 Lm/W,IP-65	No	01	12,400/-
	b) "DRY BATTERY": Lithium Ion Battery (LiFePO4) minimum 530Wh (12.8V/42Ah, 25.6V/27Ah or above), IP-65	No	01	14,500/-
	c) "SOLAR PANEL": Mono-Crystalline Silicon Cell 12V/18V/36V,>90 Watt, IP-65 or above.	No	01	13,000/-
	d) "CHARGE CONTROLLER": MPPT 12V/24V, IP-65 or above	No	01	8,200/-
11	Installation of lights like LED light fixture, LED flood light, high pressure sodium light, mercury light etc. along with complete assembly at any height at Pole. Complete in all respects and as directed by Engineer.	Job	01	4,000/-
12	Installation of "Solar Light" along with complete assembly at any height at Pole. Complete in all respects and as directed by Engineer.	Job	01	6,000/-
13	Dismantling of existing light/ defective light along with complete accessories from Pole at any height. Complete in all respects and as directed by Engineer.	Job	01	3,000/-
14	Servicing and cleaning of Solar lights including Solar Panel, LED Globe, connections/terminals, battery corrosion, Pole's earth inspection etc. for one (01) light through special equipment, vehicles, ladder etc. at any height as directed by Engineer.	Job	01	1000/-

15	Repair of LED / Solar light including repair of Light Fixture/ housing, bracket, LED driver, electronic fault in light circuit/ PCB, replacement of connections/terminals etc. at any height. Complete in all respects and as directed by Engineer.	Job	01	7,000/-
16	Supply and Installation of 4 Core flexible LT Copper Conductor Cable, PVC/PVC/SWA, 600/ 1000 V, make Pakistan Cables or Equivalent of the following sizes: a. 150 Sq.mm b. 120 Sq.mm c. 95 Sq.mm d. 70 Sq.mm e. 50 Sq.mm f. 35 Sq.mm g. 25 Sq.mm h. 16 Sq.mm i. 10 Sq.mm	RM RM RM RM RM RM RM RM RM	01 01 01 01 01 01 01 01 01	22,500/- 17,300/- 13,800/- 11,900/- 8,450/- 6,250/- 4,550/- 2,860/- 1,950/-
17	Supply and Installation of Single core flexible 250/440V PVC copper conductor wire, Make Million supreme or equivalent of the following sizes: a) 3/0.29 b) 7/0.29 c) 7/0.36 d) 7/0.44	Coil Coil Coil Coil	01 01 01 01	5,100/- 9,850/- 13,500/- 20,200/-
18	Supply and Installation of 2 Core flexible PVC copper conductor cable, make Pakistan Cables or Equivalent of the following sizes: a) 23/0.76 b) 40/0.76 c) 70/0.76 d) 110/0.76	Coil Coil Coil Coil	01 01 01 01	14,300/- 14,800/- 20,700/- 32,600/-
19	Supply and Installation of Cu/ PVC 450/750V Single core copper conductor cable. Make Pakistan Cables or equivalent of following sizes: a) 1.5 sq. mm b) 2.5 sq. mm c) 04 sq. mm d) 06 sq. mm e) 10 sq. mm f) 16 sq. mm	Coil Coil Coil Coil Coil Coil	01 01 01 01 01 01	5,900/- 9,500/- 13,800/- 19,500/- 36,500/- 48,300/-
20	Supply and Installation of Miniature Circuit Breaker (MCB) Single Pole, 220V AC, make Terasaki Japan / Hager France or equivalent of following Ampere: a) 10 Amps b) 16 Amps c) 20 Amps d) 32 Amps	No No No No	01 01 01 01	950/- 1,150/- 1,300/- 1,450/-

21	Supply & installation Circuit breaker of 440 Volts, 3 Pole MCCB, make Terasaki Japan / Hager France or equivalent of following Ampere: a) 60 Amps. b) 100 Amps c) 250 Amps	No	01	13,000/-
		No	01	20,000/-
		No	01	55,600/-
22	Supply and Installation of Magnetic contractor, 3 Pole, 220V or 440V AC operating coil Make Fuji or Equivalent a. 100 Amps b. 150 Amps c. 200 Amps d. 300 Amps	No	01	36,800/-
		No	01	45,000/-
		No	01	49,500/-
		No	01	56,000/-
23	Supply and Installation of Control box for street light control gear which include providing and fixing incoming & outgoing cable gland, terminal block, HRC fuses of specified capacity and internal wiring etc. with water proof and seal mounted and powder coated with suitable smooth finish. Complete in all respects and as directed by Engineer.	No	01	25,000/-
24	Supply and Installation of Timer Switch (24Hrs) 220V AC, Make PANASONIC TB-388 or Equivalent	No	01	16,000/-
25	Providing, fabrication and installing of Steel Tubular Pole of 9770 mm height, external diameter vary from 140 to 86.25mm and wall thickness vary from 3.25 to 4.87 mm and GI base plate size 25 mm, nuts, washers etc. along welding. Also providing mounting bracket of 37mm dia GI Pipe of required length. Complete in all respects and as directed by Engineer.	No	01	65,000/-
26	Dismantling of existing damaged pole with all accessories including excavation, dismantling of concrete work etc. Complete in all respects and as directed by Engineer.	Job	01	15,000/-
27	i. Excavation for foundation trenches and drains in all kinds of soil, wet silt, clay or mud conglomeration of gravel and boulders, soft, sandy or disintegrated sandy and hard rock). ii. Backfilling the excavated material in foundation, plinth or under floor including breaking clods, watering, consolidation by ramming in depth to full compaction, dressing and disposal of surplus excavated stuff up to designated lead. Complete in all respects and as directed by Engineer.	Cum	01	665/-
		Cum	01	385
28	Providing and laying 1:2:3 (1 cement sand and coarse aggregate) cement concrete using graded gavel (bajri) 1 inch (25 mm) and down gauge in foundation including leveling, compacting and curing etc. Complete in all respects and as directed by Engineer. Complete in all respects and as directed by Engineer.	Cum	01	7,500/-

29	Providing and laying in situ 1:3:6 (1 cement 2 sand and 3 coarse aggregate) cement concrete using screened graded bajri 3/4 inch (19 mm) and down gauge in foundation, basement and plinth including form work, compacting, curing and removal of form work, etc. complete, foundation and basement up to 5 feet (1.52 RM) depth and plinth up to 4 feet (1.2 R.M) height from ground level. Complete in all respects and as directed by Engineer.	Cum	01	9,600/-
30	Providing and laying in 1:1-1/2:3 cement concrete using screened graded bajri 3/4 inch (19 mm) and down gauge in pillars and columns of shape (T and L) in superstructure including compacting, curing, cost of from work and its removal etc., complete in ground floor. Complete in all respects and as directed by Engineer.	Cum	01	15,000/-
31	Providing and laying hard grade ribbed deformed (minimum yield point 60,000 psi) reinforcement bars with & including the cost of straightening, cutting, bending, binding, wastage and such overlaps as are not shown in the drawings, placing in position on cement concrete, tying with binding wire etc. in all kinds of RCC work. Complete in all respects and as directed by Engineer.	Kg	01	200/-
Total BOQ Amount			=	1,358,110/-

Rupees in word: One million, three hundred fifty eight thousand, one hundred ten only.

I / We hereby quote _____% (in words _____ Percentage)

above / below / at par on each unit rate of mentioned above inclusive of all taxes.