Standard Bidding Document

OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR/TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER

(Goods)

National

Single Stage-Two Envelope

CORRIGENDUM # 1	CORR-P195912-001
Initiation Date	November 13, 2026

November 13, 2026

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Table of Contents

REQUEST FOR BIDS 1

Instructions to Bidders 3

Bid Data Sheet 24

Bids Data Sheet (BDS) 25

Eligibility Criteria 30

Evaluation Criteria 31

Items/Lots 33

Related Services of Goods: 34

Items/Lot Specification 35

Price Schedule 36

General Conditions of Contract 38

Special Conditions of Contract 49

Bid Securing Declaration 55

Contract Form 57

Integrity Pact 60

Performance Guarantee Form 62

Annexure 65

ANNEXURE-B 66

Tender Documents 66

Procurement Forms 67

Past Construction Experiences 1

Financial Resources 1

Past Experience and Completed Contracts 1

Historical Contract Non-Performance, and Pending Litigation and Litigation History 1

Current Contracts and Their Progress 1

Financial Capacity and Net Worth Evaluation Form 1

Average Annual Turnover 1

Additional Forms and Documents 70

REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Pakistan Railways (Pakistan Railways)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Railways (Pakistan Railways)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR/TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER**" with the reference of **"P195912"**

2. The **Pakistan Railways (Pakistan Railways)** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit, Bank Guarantee** or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/195912** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Monday,**

December 7, 2026 12:00 PM. E-bids will be opened using **EPADS v2.0** on the same day at **Monday, December 7, 2026 12:30 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rule 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (**www.ppra.gov.pk**).

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Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1 Source of funds is referred in Clause-2 I of Invitation for Bids.

3. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any

instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.2 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.

2. have controlling shareholders in common; or

3. receive or have received any direct or indirect subsidy from any of them; or

4. have the same legal representative for purposes of this Bid; or

5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

6. Submit more than one Bid in this Bidding process.

3.4 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;

2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or submission of false or misleading information or performance failure or involved in disrupting procurement process or due to breach of bid Securing Declaration.

3.5 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 **The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.**

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 10.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

Section IX Integrity Pact

Section X Declaration of Beneficial Ownership Information.

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through EPADS v2.0 will be at the Bidder’s risk and may result in the rejection of its Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through EPADS v2.0**.**

8.2 The Procuring Agency will within two (02) working days after receiving the request for clarification, respond to any request for clarification through EPADS v2.0 provided that such request is received not later than three (03) days, prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 The Procuring Agency's response will be forwarded to all identified Prospective Bidders through EPADS v2.0, including a description of the inquiry,

but without identifying its source.

8.4 Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9.**

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through EPADS v2.0.

9.2 The Procuring Agency shall promptly publish the addendum through EPADS v2.0.

Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.3 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through EPADS v2.0:

Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last three (03) days of the Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS**.** Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;

Documentary evidence established in accordance with **ITB 03** that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;

Bid security or Bid Securing Declaration furnished in accordance with **ITB ---.**

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods

provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 Pursuant to **ITB 10,** the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

14. Form of Bid

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding document. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bid Prices

15.1 The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 **All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.**

15.3 In the event that any item(s) in the Price Schedule are not quoted, and such omission is determined by the Procuring Agency not to materially affect the responsiveness of the Bid, the Procuring Agency may, for the sole purpose of bid evaluation and comparison, assign a price to the unquoted item(s) in accordance with the following methodology:

(a) The assigned price shall be the average of the prices quoted for the same item(s) by all substantially responsive bidders; or

(b) In cases where no comparable quotations are available, the Procuring Agency shall apply the corresponding item price from its duly approved cost estimate for evaluation purposes.

The prices so assigned shall be utilized exclusively for bid evaluation and comparison, and shall not, under any circumstances, be incorporated into or form part of the Contract Price.

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 13.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 42 (2) of the Public Procurement Rules, 2026.

17. Bids Validity Period

17.1 Such extensions may be more than one time but the total period of such extension shall not exceed the original bid validity period.

17.2 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids through EPADS v2.0,. The Bid Security provided under **ITB 17** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to **ITB 18.7.**

18.5 The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:

a) a bank guarantee, a bank draft, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency;

b) a cashier’s or certified cheque; or

c) another security if indicated in the BDS.

The Bid Security shall be valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.7** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the procuring agency pursuant to **ITB 17.** The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security documents, after whichever of the following that occurs earliest:

a. the expiry of the Bid Security;

b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;

c. the rejection by the Procuring Agency of all Bids;

d. cancellation of procurement proceedings.

e. the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bid document stipulates that no such withdrawal is permitted.

18.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract**,** or furnishing the Performance Guarantee.

18.9 The Bid Security may be forfeited or the Bid Securing Declaration executed:

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 16.2**; or

c. does not accept the correction of errors**;** or

d. in the case of a successful Bidder, if the Bidder fails:

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition before bid submission deadline through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before bid submission deadline.

21.1 The Technical and Financial Bids, shall be submitted electronically through EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through EPADS v2.0 before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The respective Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The respective Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fails to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day at the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid respective Evaluation Committee.

23.6 No bid will be rejected at the time of bid openning except for bids whose original bid security has not been provided to the procuring agency before bid submission deadline.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the respective Bid Evaluation Committee may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 before **three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the bids which in any way affect the following parameters will be considered as a change in the substance of a Bid:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;
5. terms and conditions of Bidding documents.
6. change in the ranking of the Bidder

24.4 From the time of bid(s) opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the respective Bid Evaluation Committee will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;

2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;

3. is accompanied by the required securities; and

4. is substantially responsive to the requirements of the Bidding documents.

25.2 The respective Bid Evaluation Committee's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;

2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or

3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.4 If a Bid is not substantially responsive, it will be rejected by the respective Bid Evaluation Committee and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The respective Bid Evaluation Committee shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The respective Bid Evaluation Committee shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the respective Bid Evaluation Committee determines that the Bid is not substantially responsive in accordance with **ITB,** it shall reject the Bid.

27. Correction of Errors

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

1. if there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the respective Evaluation Committee there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2 The amount stated in the Bid will be adjusted by the respective Bid Evaluation Committee 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 amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency in accordance with Rule 42(2) of Public Procurement Rules,2026.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria prescribed in the Bidding Documents in accordance with Rule 11, 12 and 13 of the Public Procurement Rules, 2026.

29.2 While evaluating the bids, the procuring agency shall consider the following:

i. Bids will be evaluated on lump sum bid basis or items wise or Lot wise (contracts), as specified in the BDS; and the Bid Price;

ii. correction of arithmetic errors in accordance with ITB 27;

30. Domestic Preference

30.1 The respective Bid Evaluation Committee shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of the Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 **Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria.**

31.2 **Least Cost Based Selection (LCBS)**
After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

31.3 **Quality and Cost Based Selection (QCBS)**
In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

31.4 **Quality Based Selection (QBS)**
After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk

management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second highest bidder and so on.

31.5 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

31.6 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(xxviii) of the Public Procurement Rules, 2026.

32. Abnormally Low Financial Bids

32.1 An abnormally low bid is a bid that, in light of the Procuring Agency's cost estimate, market conditions, or other received bids, appears to be unrealistically low and may not be sustainable for successfull contract execution.

32.2 **Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.**

32.3 The Procuring Agency may reject an Abnormally low financial bid in accordance with Rule 43 of the Public Procurement Rules, 2026.

32.4 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bid price with the cost estimate;

2. Comparing the Bid price with the Bid(s) offered by other Bidders submitting substantially responsive Bids; and

3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.5 The respective Bid Evaluation Committee will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.6 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.7 Respective Bid Evaluation Committee may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.8 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the respective Bid Evaluation Committee will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Successful Bidder.

34. Negotiations

34.1 In accordance with Rule 52A of Public Procurement Rules, 2026, without changing the cost and scope of work or services, the procuring agency may

negotiate with the successful bidder (with a view to streamline the work or task execution, at the time of contract finalization) on methodology, work plan, staffing and special conditions of the contract.

There shall be no limitation on the successful bidder offering voluntary reduction in bid price without affecting the quality or scope of the procurement.

35. Procuring Agency's Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 45 of the Public Procurement Rules, 2026.

36. Cancellation of Procurement

36.1 The procuring agency reserves the right to cancel the procurement proceedings in accordance with Rule 46 of the Public Procurement Rules, 2026.

37. Procuring Agency’s Right to Vary Quantities at the Time of Award

37.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

38. Notification of Award

38.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on EPADS v2.0 in accordance with Rule 48 of the Public Procurement Rules, 2026.

The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

38.2 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

39. Signing of Contract

39.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

39.2 Immediately after the Redressal of grievance by the GRC (if any), and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

40. Corrupt & Fraudulent Practices

40.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices.

F. Grievance Redressal & Complaint Review Mechanism

41. Constitution of Grievance Redressal Committee

41.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 65 of the Public Procurement Rules, 2026 read with Redressal of Grievances Regulations, 2021.

In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 65(7) of the Public Procurement Rules, 2026 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

42. Mechanism of Blacklisting

42.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Rule 25 of the Public Procurement Rules, 2026.

42.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 25 (6) of the Public Procurement Rules, 2026 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

43. Contract Management

43.1 For each procurement, the Procuring Agency shall designate a Contract Manager, who shall be duly responsible for the efficient management and administration of the contract in strict compliance with the provisions set forth under Rules 58, 59, and 60 of the Public Procurement Rules, 2026.

44. Inspection of goods and evaluation of services.

44.1 The Inspection Committee or the Firm shall have the right to conduct inspections of the goods in accordance with Rule 61 of the Public Procurement Rules, 2026.

45. Socio-economic development.

45.1 In accordance with Rule 63 of the Public Procurement Rules, 2026, preference may be granted to small and medium enterprises and marginalized groups in accordance with the policies notified by the Federal Government.

46. Environmental objectives

46.1 As per Rule 64 of the Public Procurement Rules, 2026, the procuring agency may seek to procure goods with a reduced environmental impact throughout their life cycle when compared to goods services with the same primary function that may otherwise be procured.

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Pakistan Railways (Pakistan Railways)**

The subject of procurement is: **OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR/TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER**

Period for Provision of Goods:

Extension Period (if applicable):

Expected commencement date: **Tuesday, February 2, 2027**

BDS Clause Number 2
ITB Number 2.1

Source of funds [Enter source of funds]

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P195912**

Identification Number:

BDS Clause Number 3
ITB Clause Number 3.1

Eligible Bidder [Enter eligibility of bidder]

JV/Consortium or Association Allowed: **Yes**
Number of JV/Consortium Members: **3**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Clause Number 4.1

Eligible goods and related services [Enter requirements for eligible goods and related services, if any]

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Friday, December 4, 2026

ITB Number 8.2

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Friday, December 4, 2026

ITB Number 8.3

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Friday, December 4, 2026

ITB Number 8.5

Pre-bid meeting will be/will not be held [Tick the appropriate] If yes write down the time, and date of the pre-Bid meeting:
[The meeting should take place not later than one weeks before the deadline for Bid submission.]

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid:

1. Bidders must submit their E-Bids in accordance with the e-Bidding documents along with scanned copy of the bid security in shape of CDR or Bank Guarantee through EPADS V.2.0. Technical Bids must be accompanied by a scanned copy of Bid Security in the form of CDR, in the name of Divisional Accounts Officer, Pakistan Railways Multan as mentioned above. Whereas, bid security in original along with other necessary documents as stated in bidding documents should be dropped in the tender box available

BDS Clause Number 6
ITB Number 11.1

Documents required / not required with bid submission [enter list of documents] Samples required / not required with the bid [Enter the names and number of samples]

Items/Lots and their related documents:
See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 10
ITB Number 17.1

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 11
ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security shall be in the Name of : **Divisional Accounts Officer, Pakistan Railways Multan**
The Bid Security shall be in the form of: **Call at Deposit, Bank Guarantee**

ITB Number 18.2

The address for submission of original bid security is [Insert the address for bid security submission]

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Divisional Superintendent Office, Pak Railways, Multan City, Multan (District), Multan Division (Division), Punjab (Province). before bid submission deadline.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, December 7, 2026 12:00 PM**

Day *:* ***Monday***

Date: ***Monday, December 7, 2026***

Time *:* ***12:30 PM***

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Monday***

Date: ***Monday, December 7, 2026***

Time *:* ***12:30 PM***

ITB Number 29.2

The procuring agency shall consider the following:
lump sum bid basis; or
items wise; or
Lot wise (contracts),

ITB Number 30.1

BDS Clause Number 14
ITB Number 31.1

Domestic Preference [applicable / not applicable]

ITB Number 31.2

Selection technique adopted will be:
The Procuring Agency shall use any of the following evaluation techniques for determination of successful bid.

Least Cost Base Selection (LCBS)
Quality and Cost Based Selection (QCBS)
Quality Based Selection (QBS)
[Insert the Evaluation Technique]

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

Grievence against this procurement shall be submitted online on EPADS v2.0.

Arbitrator shall be appointed by mutual consent of the both parties.

ITB Number 42.2

The Address of PPRA Grievance Redressal Appellate Committee to submit a copy of grievance:

Grievance Redressal Appellate Committee,
Public Procurement Regulatory Authority
1st Floor, G-5/2, Islamabad, Pakistan
Tel: +92-51-9202254

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
FBR (GSTN)
PEC

Evaluation Criteria

Eligibile bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	65
Technical Evaluation Criteria	

1.0 TECHNICAL EVALUATION CRITERIA 1.1 General 1.1.1 Technical Evaluation will be based on all the criteria given in the succeeding paras regarding the Applicant’s Particular experience, General experience in relevant works/Projects, Personnel Capabilities, Equipment Capabilities and Financial Position as demonstrated by the Applicant’s responses in the forms attached to this Document. 1.1.2 If an Applicant fails to fulfill the Mandatory Requirements his Application shall not be considered for further processing and he shall be declared disqualified. 1.1.3 The Employer reserves the right to waive minor deviations, if these don’t materially affect the capability of an Applicant to perform the contract. 1.2 Weighting The resulting distribution of a total score of 100 points is as under: 1. Particular Experience = 25 Points 2. General Experience = 15 Points 3. Personnel Capabilities = 15 Points 4. Financial Position = 25 Points 5. Equipment Capabilities = 15 Points 6. Methodology of performing work = 05 Points Total = 100 Points 1.3 Mandatory Requirements Following are the mandatory requirements which have to meet with in order to be considered for qualification:- 1.3.1 The firms (any partner in case of JV) must be registered with PEC in minimum Financial Category C-4 or above, with specialization in category of CE-10 and EE-11. 1.3.2 The firms (each partner in case of JV) must have proof of Registration of Income Tax Departmen (Quantitative)(Doc Required)	100

Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security
Operationalization of Shaeenabad Ballast Quarry by Installing Crusher And Supplying, Stacking And Loading Ballast 2000000 Cft Per Year/Term 2 Inch (50mm) Size From Shaheenabad Quarry No.2 On Long Term Basis For Ten (10) Years/ Term (20 Lacs Cft Per	Ungraded crushed rock	**Address:** Divisional Superintendent Office, Pak Railways, Multan City, Multan (District), Multan Division (Division), Punjab (Province). **Schedule:** 365 Days **Quantity:** 160000000/Qty	160000000/Qty	5000000 PKR

Related Services of Goods:

No

Items/Lot Specification

Items Without Lots :

Item: Operationalization of Shaeenabad Ballast Quarry by Installing Crusher And Supplying, Stacking And Loading Ballast 2000000 Cft Per Year/Term 2 Inch (50mm) Size From Shaheenabad Quarry No.2 On Long Term Basis For Ten (10) Years/ Term (20 Lacs Cft Per

UNSPSC: Ungraded crushed rock

Specifications / Requirementsss:

TP-5 - Characteristic Limits 5.1 The stone to be used as ballast to be laid in track shall conform to the following specifications:- S.# Test Description Railway Limits Test Standards 01 Los Angeles abrasion Less than (<) 28% ASTM C535-69 02 Bulk specific gravity Greater than (>) 2.60 ASTM C127-01 03 Wet attrition Less than (<) 2% ASTM C127-01 04 Flakiness index Less than (<) 25% ASTM D4791-99 05 Elongation index Less than (<) 20% ASTM D4791-99 06 Sodium/Magnesium Sulphate soundness Less than (<) 5% ASTM C88-76 07 Impact Value Less than (<) 20% BS.812 08 Crushing Value Less than (<) 25% BS.812 09 Mill Abrasion Less than (<) 4% The above characteristic limits shall be strictly observed. TP-6 - Size and Gradation 6.1 The ballast shall comply with the following gradations:- 50 mm (2 Inch) gauge ballast. Nominal Size Square Opening PERCENT PASSING 65 mm 50mm 40 mm 25 mm 20 mm 13 mm 65mm – 25mm 100% 95% to 100% 35% to 70% 0 to 15% - 0 to 5% Ballast of size 50mm (2 inches) gauge shall pass: • 100% by weight through a 65mm square mesh sieve, • 95 to 100% by weight through a 50 mm square mesh sieve, • 35 to 70% by weight through 40 mm square mesh sieve, • 0 to 15% by weight through 25 mm square mesh sieve • 0 to 5% by weight through 13 mm square mesh sieve. 25 mm (1 Inch) gauge ballast. Nominal Size Square Opening PERCENT PASSING 35 mm 25 mm 20 mm 35 mm – 20 mm 100% 20% to 30% 0% to 2% Ballast of size 25 mm (1 Inches) gauge shall pass: • 100% by weight through a 35mm square mesh sieve, • 20 to 30% by weight through a 25 mm square mesh sieve, • 0 to 2% by weight through a 25 mm square mesh sieve.

Price Schedule

For Individual Items

#	Item Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

a. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

b. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 35 hereunder.

c. “Authority” means Public Procurement Regulatory Authority.

d. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC.

e. “Completion date” means the date of completion of the Contract by the Bidder as certified by the Procuring Agency.

f. “Procuring Agency” means:-

a. any Ministry, Division, Department or any Office of the Government;

b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;.

g. “The Contract” means an agreement enforceable by law;

h. “The Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;

i. “Ancillary Services” means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;

j. “GCC” means the General Conditions of Contract contained in this section;

k. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

l. **“**Day” means calendar day unless indicated otherwise.

m. “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.

n. “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.

o. “Effective Date” means the date on which this Contract comes into force and effect.

p. “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

q. The Bidder” means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;

r. “The Project Site,” where applicable, means the place or places named in Bids Data Sheet and technical Specifications;

s. “Government” means the Government of Pakistan;

t. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Goods.

u. The “Services” means the work to be performed by the Bidder pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Bidder’s Bids;

v. “Party” means the Procuring Agency or the Bidder, as the case may be, and “Parties” means both of them;

w. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

x. “Completion Date” means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

y. “In Writing” means communicated in written form with proof of receipt;

z. “Local Currency” means the currency of Pakistan;

a. “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

b. “Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.

c. “Procuring Agency” means: -
any Ministry, Division, Department or any Office of the Federal Government;
any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

3.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Notices

5.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

6. Standard

6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.

7. Delivery/Location

7.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

8. Authorized Representatives / Authority of Member in charge

8.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Bidder may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

8. Effectiveness of Contract

8.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

9. Commencement of the Contract

9.1 The Bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

10. Program

10.1 Before commencement of the Contract, the Bidder shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

11. Starting Date/Expiration Date

11.1 The Bidder shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

11.2 Unless terminated earlier pursuant to Clause **GCC 16** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

13. Modification

13.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

14.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

14.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. However, such period shall not exceed sixty (60) days.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

15. Termination

15.1 By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

b. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;

d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.

b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.

d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

b. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing

that such insurance has been taken out and maintained and that the current premiums have been paid.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel not provided by the Bidder;

(b) changing the Program of activities; and

(c) any other action that may be specified in the SCC.

21. Reporting Obligations

21.1 The Bidder shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 16.**

22.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form acceptable to the Procuring Agency as specified in SCC, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.

23.2 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ------- at the discretion of the PA in the amount **specified in SCC.** In case the amount of Bids security is equal or greater than

23.3 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

23.4 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.

23.5 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

23.6 The bid security of the successful bidder shall not be substituted with the Performance Guarantee.

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

26.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

27. Removal and/or Replacement of Personnel

27.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

27.3 The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

30.2 In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

32.1 Payments will be made to the Bidder according to the payment schedule stated in the SCC and as per actual invoice submitted by the Bidder.

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder’s performance and notify him of any Defects that are found. Such checking shall not affect the Bidder’s responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

35. Correction of Defects, and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 Upon the commencement of the Procurement Contract, any disputes arising between the contracting parties shall be resolved in accordance with Rule 66 of the Public Procurement Rules, 2026.

37.2 The procuring agency may refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.

38. Change Orders

The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

a)Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
b)The method of shipment or packing;
c)The place of delivery; and/or
d)The Services to be provided by the Supplier.

39. Contract Amendenments

39.1 Subject to GCC Clause 32, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

40. Sub-Contracts

40.1 The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: **Pakistan Railways (Pakistan Railways), Divisional Engineer Divisional Superintendent Office, Pak Railways, Multan City, Multan (District), Multan Division (Division), Punjab (Province).**

The Supplier is:

The title of the subject procurement is: **OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR/TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER**

Number of GC Clause 3

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 5

Notices:

The addresses for the notices are:

The Authority:

Pakistan Railways (Pakistan Railways), Divisional Engineer
Divisional Superintendent Office, Pak Railways, Multan City, Multan (District), Multan Division (Division), Punjab (Province).
+92-335-976-2651
divisionalengineerprmul@gmail.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

Pakistan Railways (Pakistan Railways), Divisional Engineer
Divisional Superintendent Office, Pak Railways, Multan City, Multan (District), Multan Division (Division), Punjab (Province).
+92-335-976-2651
divisionalengineerprmul@gmail.com

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 17

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17**.**

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.05%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23

Performance Guarantee:

Instrument of Performance Guarantee shall be in the Name of : **Divisional Accounts Officer, Pakistan Railways Multan**

The amount of performance guarantee shall be **5.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

Number of GC Clause 32

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 33

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 34

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 37

Following is the guidance for Dispute Resolution

(a) For Contracts to be entered with foreign Contractor/ Service Provider:

All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

(b) For Contracts to be entered with nationals of Pakistan:

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration in accordance with GCC clause 38.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P195912***

Alternative No.: **[insert identification No if this is a Bid for an alternative]**

To: **Pakistan Railways (Pakistan Railways), Divisional Engineer Divisional Superintendent Office, Pak Railways, Multan City, Multan (District), Multan Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of
[insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the Bid for and on behalf of: [insert complete name of Bidder]

Dated on day of , [insert date of signing]
Corporate Seal (where appropriate)

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Pakistan Railways (Pakistan Railways), Divisional Engineer Divisional Superintendent Office, Pak Railways, Multan City, Multan (District), Multan Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR/TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER (*P195912*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

[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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (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, fee 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 consultations 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, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

Performance Guarantee Form

Performance Guarantee Form

To: **Pakistan Railways (Pakistan Railways), Divisional Engineer Divisional Superintendent Office, Pak Railways, Multan City, Multan (District), Multan Division (Division), Punjab (Province).**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

ANNEXURE-B

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **ANNEXURE-B** (page number: 71)

Tender Documents

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Tender Documents** (page number: 78)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 254)

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 260)

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 261)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 262)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 264)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 265)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 267)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

M/s _____

_____

_____

PAKISTAN RAILWAYS

Bid Reference **89-WA/38-I/SHND/2026-27**

FOR THE WORK OF

OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR / TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER YEAR / TERM.

FINANCIAL BID
Volume-II

OFFICE OF THE
DIVISIONAL SUPERINTENDENT
PAKISTAN RAILWAYS
(Works Accounts Section)
MULTAN

[SCHEDULES TO BID INCLUDE THE FOLLOWING]

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: fs Data (Bill of Quantity)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SCHEDULE OF PRICES

S. No.		Page No.
1.	Preamble to Schedule of Prices	4 to 5
2.	Schedule of Bid Prices	6 to 09

* [To be prepared by the Engineer/Employer]

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

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

3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (SI Units).

_____
_____

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Employer).

4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilize such sums.

Schedule –A to Bid

PAKISTAN RAILWAYS

Divisional Superintendent Office Multan

SUMMARY OF BID PRICES

(Total bid amount will be quoted by the bidder in the summary of bid prices)

Name of Work: **OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR / TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER YEAR / TERM.**

S.#	Description	Qty	Units	Rate offered	
				In Figures	In Words
1	Supplying of Mechanically crushed 2” (50 mm) nominal size stone ballast from Shaheenabad as per specification and stacking in the exclusively earmarked stacking area at Shaheenabad Railway station including all leads , lift carriages , royalty octroi, lease charges if any , excise duty , sales tax and other incidental charges (complete in all respect)	**2000000**	Per Cft		
2	Loading of mechanically crushed 2” (50mm) nominal size stone ballast into Railway Wagons at Shaheenabad Railway station	**2000000**	Per Cft		

Certificate: the rate is inclusive of all expenditure to be incurred on making the stacking area fit for stacking of ballast. All the dressing, leveling and compaction if required as well as earth filling and cutting if any, will be borne by the bidder. The rate has been given after detailed visit of site.

Name of Firm:_____

Signature of the bidder_____

(With official seal)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM OF BID

Bid Reference No. 89-WA/38-I/SHND/2026-27

Name of Contract: - OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR / TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER YEAR / TERM.

To,

The Divisional Superintendent
Pakistan Railways,
Multan.

Gentleman,

We, the undersigned, declared that:

(a) We have examined and have no reservation to the Bidding Documents.

(b) We offer to execute the subject work in conformity with the Bidding Documents and in accordance with the deliver and completion schedule, as specified in the Bidding Documents.

(c) The total price of our Bid is Rs. _____

(d) Our Bid shall be valid for a period as specified in the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(e) If our Bid is accepted, we commit to provide the Performance Guarantee in the amount as specified in the Bidding Documents for the due performance of the Contract.

(f) Our firm including any subcontractors or suppliers for any part of the contract has nationalities from the eligible countries as specified in the Bidding Document.

(g) We are not participating, as Bidders, in more than one Bid in this bidding process.

(h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, has not been blacklisted or debarred by any Government, Semi Government Departments, Autonomous & Semi-Autonomous Bodies etc: for taking part in the bidding process.

(i) No commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the contract.

(j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

(l) We agree to permit the employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank:

Name: _____
CNIC No: _____
In the capacity of _____
Signature: _____
Duly authorized to sign the Bid for and on behalf of _____ Date: _____

Witness:

Name: _____
CNIC No: _____
Signature: _____
Address: _____
Occupation: _____

PAKISTAN RAILWAYS

OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR/TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER YEAR / TERM)

BIDDING DOCUMENTS
CONTENTS

VOLUME – I(A) - **Instructions to Bidders**
- **Bidding Data**
- **Form of Bid & Appendices to Bid**
- **Forms**
- **General Conditions of Contract, Part-I**
- **Particular Conditions of Contract, Part-II**
- **Specifications- Special Provision**

VOLUME –I (B) - Bill of Quantities (Financial Proposal Appendix-D to Bid)
VOLUME - II - Specifications – Technical Provisions
VOLUME - III - Bid Drawings

07-December-2026

PAKISTAN RAILWAYS
Divisional Superintendent Office,
Multan
Phone + 92 61 9200926, Fax + 92 61 9330828

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PAKISTAN RAILWAYS

OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR / TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER YEAR / TERM).

BIDDING DOCUMENTS

VOLUME-I (A)

- INSTRUCTIONS TO BIDDERS
- BIDDING DATA
- FORM OF BID & APPENDICES TO BID
- FORMS
- GENERAL CONDITIONS OF CONTRACT, PART-I
- PARTICULAR CONDITIONS OF CONTRACT, PART-II
- SPECIFICATIONS - SPECIAL PROVISIONS

07-December-2026

PAKISTAN RAILWAYS
Divisional Superintendent Office,
Multan
Phone + 92 61 9200926, Fax + 92 61 9330828

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PAKISTAN RAILWAYS
INVITATION TO E-BID

Divisional Superintendent, Pakistan Railways Multan invites electronic bid from the eligible bidders/Firms (individual/joint venture) who are registered with PEC in relevant category i.e. **C-4** or above and specialization codes in **CE-10 and EE-11** category, cleared from Sales & Income Tax department and active on ATL of FBR, on **Single Stage Two Envelope Basis** as per Revised PPRA Rules for the under mentioned work. Name of firm / agency on CDR is mandatory.

S.#	Description	Approximate Cost (Rs.)	Bid Security (Rs.)	Period of Completion
1	Operationalization of Shaeenabad Ballast Quarry by Installing Crusher And Supplying, Stacking And Loading Ballast 2000000 Cft Per Year/Term 2 Inch (50mm) Size From Shaheenabad Quarry No.2 On Long Term Basis For Ten (10) Years/ Term (20 Lacs Cft Per Year / Term).	Rs.160,000,000/-	Rs.5,000,000/-	01 year

Bidding documents for the above work is available on e-Pak Acquisition and Disposal System (EPADS) through EPADS V.2.0.
Bidders must submit their E-Bids in accordance with the e-Bidding documents along with scanned copy of the bid security in shape of CDR or Bank Guarantee through EPADS V.2.0. Technical Bids must be accompanied by a scanned copy of Bid Security in the form of CDR, in the name of **Divisional Accounts Officer, Pakistan Railways Multan** as mentioned above. Whereas, bid security in original along with other necessary documents as stated in bidding documents should be dropped in the tender box available in **Divisional Accounts Officer, Pakistan Railways Multan**. Tender must be uploaded on E-PADS V.2.0 **at 12:00 or before, on 07 December, 2026**.
Only bids through EPADS V.2.0 will be entertained and no other bid will be accepted. Bidders who participated in single stage two envelope Technical bids will be opened on same date in the chamber of **Divisional Accounts Officer, Pakistan Railways, Multan at 12:30 hours** in the presence of the representatives of the firms who want to be witnessed. Financial bids of only technically qualified firms will be opened for which time and date will be communicated to qualified firms accordingly.

Note: This bidding notice is also available on Pakistan Railways web site www.pakrail.com and PPRA web site (www.ppra.org.pk).

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TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

Sr. No.	Description		Page No.
A.	**General**		
	IB.1	Scope of Bid	**I-1**
	IB.2	Source of Funds	**I-1**
	IB.3	Eligible Bidders	**I-1**
	IB.4	One Bid Per Bidder	**I-1**
	IB.5	Cost of Bidding	**I-1**
	IB.6	Site Visit	**I-2**
B.	**Bidding Documents**		
	IB.7	Contents of Bidding Documents	**I-2**
	IB.8	Clarification of Bidding Documents	**I-2**
	IB.9	Amendment of Bidding Documents	**I-3**
C.	**Preparation of Bids**		
	IB.10.	Language of Bid	**I-3**
	IB.11	Documents Accompanying the Bid	**I-3**
	IB.12	Bid Prices	**I-5**
	IB.13	Currencies of Bid and Payment	**I-5**
	IB.14	Bid Validity	**I-6**
	IB.15	Bid Security	**I-6**
	IB.16	Alternate Proposals by Bidder	**I-7**
	IB.17	Pre-Bid Meeting	**I-7**
	IB.18	Format and Signing of Bid	**I-8**
D.	**Submission of Bids**		
	IB.19	Sealing and Marking of Bids	**I-8**
	IB.20	Deadline for Submission of Bids	**I-9**
	IB.21	Late Bids	**I-9**
	IB.22	Modification, Substitution and Withdrawal of Bids	**I-10**
E.	**Bid Opening and Evaluation**		
	IB.23	Bid Opening	**I-10**
	IB.24	Process to be Confidential	**I-11**
	IB.25	Clarification of Bids	**I-11**
	IB.26	Examination of Bids and Determination of Responsiveness	**I-11**
	IB.27	Correction of Errors	**I-12**
	IB.28	Evaluation and Comparison of Bids	**I-12**

BIDDER **EMPLOYER**

Sr. No.	Description	Page No.

F. Award of Contract

IB.29	Award	**I-13**
IB.30	Employer's Right to Accept any Bid and to Reject any or all Bids	**I-13**
IB.31	Notification of Award	**I-14**
IB.32	Performance Guarantee	**I-14**
IB.33	Signing of Contract Agreement	**I-14**
IB.34	General Performance of the Bidders	**I-15**
IB.35	Integrity Pact	**I-15**
IB.36	Instructions Not Part of Contract	**I-15**

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

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

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 applied for/received a loan/credit from the source (s) indicated in the Bidding Data in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this loan/credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

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

a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.

b. Duly prequalified / enlisted with the Employer.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

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IB.6 Site Visit

6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.

6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

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

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. Specifications - Technical Provisions.
7. Form of Bid & Appendices to Bid.
8. Bill of Quantities (Appendix-D to Bid).
9. Form of Bid Security.
10. Form of Contract Agreement.
11. Forms of Performance Guarantee and Mobilization Advance Guarantee/Bond.
12. Drawings.

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

IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification, which he receives earlier than 28 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

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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 an addendum.

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

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

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data 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) Update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources alongwith average annual construction turnover;

ii) Financial predictions for the current year and the two following years including the effect of known commitments;

(iii) Work commitments since prequalification;

(iv) Current litigation information; and

(v) Availability of critical equipment.

(c) Furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization programme etc;

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11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

(a) The bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;

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

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

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

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

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

I-5

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 Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

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

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

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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 Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

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

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 2.8 (T.P) of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract .

IB.14 Bid Validity

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

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

IB.15 Bid Security

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

15.2 The Bid Security shall be at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by scheduled bank in Pakistan or an insurance company having atleast AA rating from PACRA/JCR 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.

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

15.6 The Bid Security may be forfeited:

(a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;

(b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or

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((c) In the case of successful bidder, if he fails within the specified time limit to:

(i) Furnish the required Performance Guarantee; or
(ii) Sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

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

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

IB.17 Pre-Bid Meeting

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

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

17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

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

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IB.18 Format and Signing of Bid

18.1 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.

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

18.3 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.

18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and 'COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

18.5 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 Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialled and stamped by the person or persons signing the bid.

18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

18.7 Bidders shall indicate in the space provided in the 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.

18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

(a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

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

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19.2 The inner and outer envelopes shall:

(a) Be addressed to the Employer at the address provided in the Bidding Data;

(b) Bear the name and identification number of the contract as defined in the Bidding Data; and

(c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

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

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

IB.20 Deadline for Submission of Bids

20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

(c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

(d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

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

IB.21 Late Bids

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

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

IB.22 Modification, Substitution and Withdrawal of Bids

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

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

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

22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.

23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.

23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications**,** substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.

23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

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IB.24 Process to be Confidential

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

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

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

26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; 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.

26.3 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.27 Correction of Errors

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

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

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

27.2 The amount stated in the 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 Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

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

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

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

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

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

F. AWARD OF CONTRACT

IB.29 Award

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

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

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

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

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

IB.31 Notification of Award

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

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

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

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

IB.32 Performance Guarantee

32.1 The successful bidder shall furnish to the Employer a Performance Guarantee in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.

32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

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

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

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IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

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BIDDING DATA

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BIDDING DATA

The following specific data for the Works to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instructions to Bidders
Clause Reference

1.1 Name and address of the Employer:

The Employer is:

Divisional Superintendent
Pakistan Railways
Multan

(Hereinafter called the "Employer" which expression shall include the successors legal representatives and permitted assignees)

The Employer's Representative is:

Divisional Engineer- I
Pakistan Railways
Multan

Name of the Project & Summary of the Works:

OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR / TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER YEAR / TERM.

Summary of the Works

Summary of Works is attached as Appendix-Q

2.1 **Name of the Borrower/ Source of Financing/ Funding Agency:**

Federal Ministry of Railway

Amount and type of financing:
Pak Rupees

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3.1 **Eligible Bidders :**

b) Not Required prequalification/ enlistment with the Employer.
Duly post qualified in accordance with Single Stage Two Envelope Bidding Procedure as per Government of Pakistan, PPRA Rule No. 36(b), 2004.

7.1 Contents of Bidding Documents

Volume- I (A)

- Instructions to Bidders (IB)
- Bidding Data (BD)
- Form of Bid & Appendices to Bid
- Forms
  - Bid Security
  - Performance Guarantee
  - Contract Agreement
  - Mobilization Advance Guarantee/ Bond
  - Indemnity Bond
- General Condition of Contract, Part – I (GCC)
- Particular Conditions of Contract, Part – II (PCC)
- Specifications – Special Provisions (SP)

Volume-I (B)

- Bill of Quantities (Appendix 'D' to Bid)

Volume-II

- Specifications - Technical Specifications

Volume-III

- Bid Drawings

8.1 Time limit for clarification:
Any clarification received in time less than seven days in bid submission time will not be entertained.

9.2 Addendum will be issued through E-Paki Acquisition & Disposal System (E-PADS)

10.1 Bid language:
English

11.1(b) Text of the Sub Clause is deleted and is replaced with "Annexure-1 to Bidding Data".

13.1 Delete the text of Sub-Clause 13.1 and Substitute:

The unit rates and the prices shall be quoted by the bidder entirely in Pakistani Rupee. The payments to the Contractor for the works done shall be made in Pakistani Rupee. Bidders expecting to incur expenditures in a currency or currencies other than Pakistani Rupee shall make their own arrangements for the same.

14.1 Period of Bid Validity:
One Hundred and Twenty (120) Calendar days after Bid Opening Date

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15.1 Amount of Bid Security:

The Bid Security shall be a lump sum amount of **Rs.5 Million** with Bid Security validity of minimum one hundred and twenty (120) Days. Original Bid security is required to be submitted in the tender box before or at the closing time and date. Scanned copy of the bid security is required to upload with tender documents.

15.2 The Bid Security shall be in the form of Deposit at Call only issued by a Scheduled Bank in Pakistan in favour of the Divisional Accounts Office, Pakistan Railways, Multan valid for a period of one hundred and twenty (120) days from date of opening of tender. Bank guarantee and Insurance guarantee are not allowed.

16 Deleted

17.1 Venue, time, and date of the pre-bid meeting:

Not Required

18.4 Number of copies of the Bid to be completed and returned:

Original Scanned copies of Volume- **I(A)**, Volume-II & Volume-III with each page signed and stamped alongwith scanned copies financial proposal i.e. Volume **I(B)**

19.1 The text of Sub Clause is deleted and replaced to read as below

The scanned copies of the Technical and Financial parts of the bid duly signed and stamped each page will be submitted on the Pakistan Acquisition and Disposal System (E-PADS).

In addition to aubmission of bid on E-Pad as mentioned above, Each Bidder shall also submit his Bid as under:

a) The Technical Part of the Bid pertaining to information/ documents regarding bidder eligibility for post qualification shall be in a separate envelope. The envelope shall be properly marked as Technical Proposal in bold and legible letters.

b) The Financial Part of the Bid as per Sub Clause 18.4 shall be in a separate envelope. The envelope shall be properly marked as Financial Proposal in bold and legible letters.

c) The envelopes containing Technical and Financial Part of the Bid shall be put in one sealed envelope for submission.

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

Divisional Superintendent
Pakistan Railways
Multan.
061-9200926

19.2(b) Name and Number of the Contract:

OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR / TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER YEAR / TERM).

19.3 Delete of text of Sub Clause 19.3 and substitute

In addition to the identification required in Sub Clause 19.2 hereof, the inner envelopes shall indicate the name and address of the bidder to enable the Financial Proposal/ Bid to be returned unopened in case the Technical Proposal of the Bidder do not qualify pursuant to Annexure-I to Bidding Data or is "Late". Pursuant to Clause-21.

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20.1 Deadline for Submission of Bids
Time: 12:00 PM
Date: 07.12.2026

22.1 Any bidder may modify, substitute or withdraw his bid submission through E-Pakistan Acquisition and Disposal System (E-PADS).

23.1 The first line text "The Employer will open the bids ..... made pursuant to Clause IB-22" is deleted and substituted to read as:

"The Employer will open the Technical Part of the E-Bids on E-PADS".

Venue, time, and date of bid opening:

Venue: Divisional Accounts Office
Pakistan Railways
Multan

Time: 12:30 PM
Date: 07.12.2026

23.3 The text is deleted and reconstrued to read as:

The Financial Part of the EPAD-Bid will not be opened.

23.4 The Sub Clause is deleted in its entirety

Following Sub Clauses are added:

23.5 The Employer shall evaluate the Technical Proposals of the Bidders in a manner prescribed in Annexure-I to Bidding Data, without reference to the price and reject any Technical Proposal which does not conform to the minimum qualifying score stated in Annexure-I to Bidding Data.

During the Technical Evaluation, no amendment in the Technical Proposal shall be permitted.

23.6 After evaluation of Technical Part of bids, the Employer, shall at time, date and venue announced and communicated to the bidders in advance within the bid validity period, publicly open the Financial Part of the Bids of the technically qualified bidders only. The financial bids found technically non-responsive shall be returned un-opened to the respective bidders.

The bidders name, total bid price, any discount, 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 financial part of the bids.

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23.7 Employer shall prepare the minutes of Opening of the Financial Part of the bids including the information disclosed, to bidders or other representatives who choose to attend the financial bids opening.

24. Process to be Confidential

The phrase "Bid" or "Bids" where ever appear in the Clause shall be read as:

Financial Part of the "Bid" or "Bids".

25. Clarification of Bids

The phrase "Bid" or "Bids" where ever appear in the Clause shall be read as:

Financial Part of the "Bid" or "Bids".

26. Examination of Bids and Determination of Responsiveness

The phrase "Bid" or "Bids" where ever appear in the Clause shall be read as:

Financial Part of the "Bid" or "Bids".

27. Correction of Errors

The phrase "Bid" or "Bids" where ever appear in the Clause shall be read as:

Financial Part of the "Bid" or "Bids".

28. Evaluation and Comparison of Bids

The phrase "Bid" or "Bids" where ever appear in the Clause shall be read as:

Financial Part of the "Bid" or "Bids".

29. Award

The phrase "Bid" or "Bids" where ever appear in the Clause shall be read as:

Financial Part of the "Bid" or "Bids".

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

The phrase "Bid" or "Bids" where ever appear in the Clause shall be read as:

Financial Part of the "Bid" or "Bids".

31. Notification of Award

The phrase "Bid" or "Bids" where ever appear in the Clause shall be read as:

Financial Part of the "Bid" or "Bids".

32.1 Standard form and amount of Performance Guarantee **acceptable to the Employer:** The successful bidder shall furnish Performance Guarantee for an amount equal to **05%** of Contract Price stated in the "Letter of Acceptance" in the form of Deposit at Call or Unconditional Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by scheduled bank in Pakistan within a period of 14 days after the receipt of letter of acceptance.

33.1. Signing of Contract Agreement

Within 07 days from the date of furnishing of acceptable performance Guarantee 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.

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1.0 TECHNICAL EVALUATION CRITERIA

1.1 General

1.1.1 Technical Evaluation will be based on all the criteria given in the succeeding paras regarding the Applicant's Particular experience, General experience in relevant works/Projects, Personnel Capabilities, Equipment Capabilities and Financial Position as demonstrated by the Applicant's responses in the forms attached to this Document.

1.1.2 If an Applicant fails to fulfill the Mandatory Requirements his Application shall not be considered for further processing and he shall be declared disqualified.

1.1.3 The Employer reserves the right to waive minor deviations, if these don't materially affect the capability of an Applicant to perform the contract.

1.2 Weighting

The resulting distribution of a total score of 100 points is as under:

1. Particular Experience	=	25	Points
2. General Experience	=	15	Points
3. Personnel Capabilities	=	15	Points
4. Financial Position	=	25	Points
5. Equipment Capabilities	=	15	Points
6. Methodology of performing work	=	05	Points
Total	**=**	**100**	**Points**

1.3 Mandatory Requirements

Following are the mandatory requirements which have to meet with in order to be considered for qualification:-

1.3.1 The firms (any partner in case of JV) must be registered with PEC in minimum Financial Category *C-4 or above, with specialization in category of* CE-10 and EE-11.

1.3.2 The firms (each partner in case of JV) must have proof of Registration of Income Tax Department and bidders must be in active tax payers list.

1.3.3 The Applicant (for JV in totality) must have proof of completion of at least one (01) Similar Project costing **Rs.80.00 Million** or above within last 05 years, where **SIMILAR PROJECT** means "Installation of crushing plant of capacity minimum **7000 Cft per day** for crushing of mechanically crushed stone ballast". The firm / Company having project less than one similar work will be disqualified right a way.

1.3.4 Firms (for JV in totality) must attach Audit Reports for Last 03 Financial Years i.e (2023-2024), (2024-2025), (2025-2026).

1.3.5 In case of Joint Venture, the JV Agreement between all the firms, showing the Lead Firm and Partner firm, must be attached.

Note: - Proof of projects completed shall be in the shape of completion certificate by concerned Department.

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1.4 Evaluation Procedure

1.4.1 Particular Experience

1.4.1.1 Score will be awarded as per scoring criteria explained in Para 1.6 & for JV in totality.

1.4.1.2 The information provided in Form A-1 will be used for marking.

1.4.2 General Experience

1.4.1.1 Score will be awarded as per scoring criteria explained in Para 1.6 & for JV in totality.

1.4.1.2 The information provided in Form A-2/1 & A-2/2 will be used for marking.

1.4.2 Personnel Capabilities

1.4.2.1 The Applicant must have in his employment suitably qualified personnel to fill the key management and specialist positions which should meet with the specified criteria provided in the Table 1-A.

1.4.2.2 For the persons holding Project Manager & Mining Engineer positions, the minimum qualification shall be B.Sc (Engg).

1.4.2.3 Points will be awarded as per Scoring Criteria explained in Para 1.6 & for JV in totality.

1.4.2.4 The information provided in Form A-3 & A-4 will be used for scoring.

TABLE 1-A

Position	Total Experience (Years)
Project Manager (01 No.)	Having an Experience of 10 years in Mining works
Mining Engineer (01 No.)	Having an Experience of 08 years in Mining works
DAE Civil (01 No.)	Having an Experience of 05 years in Mining works
DAE Mechanical (01 No.)	Having an Experience of 05 years in Mechanical works
DAE Electrical (01 No.)	Having an Experience of 05 years in Electrical works
Plant Operator (01 No.)	Having an Experience of 03 years

1.4.3 Financial Capabilities

1.4.3.1 The information provided in Form 1-A will be used for scoring.

1.4.3.2 Points will be awarded as per Scoring Criteria explained in Para 1.6 & for JV in totality.

1.4.4 Equipment Capabilities

1.4.4.1 The information provided in Form A-6 will be used for scoring.
1.4.4.2 Points will be awarded as per Scoring Criteria explained in Para 1.6 & for JV in totality.

1.5 Minimum Score required for qualification

The minimum overall score needed by a Bidder to be considered for qualification should be **65 percent**.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

1.6 SCORING PROCEDURE

1.6.1 Particular Experience

Sr. No.	Description	Maximum Score
1.	Experience of completion of similar project/work (as defined above in Para.1.3.3 of mandatory requirement), supported with satisfactory completion certificates by the Employer /concerned Department. a. For 1 No. = 12 b. For 2 Nos. = 14 c. For 3 Nos. = 16 d. For 4 Nos. or more = 18	18
2.	Cumulative value of Similar Projects as detailed above (Maximum up to 05 Projects) a. Rs.80 Million & above but less than Rs.150 Million = 5 b. More than or equal to Rs.150 Million but < Rs. 200 Million = 6 c. Rs.200 Million or more = 7	07

Note: Projects successfully completed valuing more than Rs.80.00 Million shall be considered for marking / score regarding particular experience.

1.6.2 General Experience

Sr. No.	Description	Maximum Score
1.	Experience of supplying & loading of stone ballast, during the last five years, supported with satisfactory completion certificates by the Employer /concerned Department. a. For 3 Nos = 8 b. For 4 Nos = 10 c. For 5 Nos = 12 d. For 6 or more = 15	15

Note: Projects successfully completed valuing more than Rs.50.00 Million shall be considered for marking / score regarding supplying & loading of stone ballast.

1.6.3 Personnel Capabilities

The capabilities of staff to be deployed on the project will be assessed on the basis of requirements stated in Table 1-A of Para 1.4.2.

Sr. No.	Description	Required Nos.	Maximum Score
1.	Project Manager (B.Sc Civil or Mining Engg. with minimum experience of 10 years or more) in Mining Works	1	4
2.	B.Sc Mining Engineer with min experience of 08 years or more in Mining Works	1	3
3.	DAE Civil with minimum experience of 05 years in Mining Works	1	2
4.	Mechanical Foreman DAE Mechanical with minimum experience of 05 years in Mechanical Works	1	2
5.	Electrical Foreman DAE Electrical with minimum experience of 05 years in Electrical Works	1	2
6.	Plant Operator with minimum experience of 03 years	1	2

1.6.4 Financial Position

Sr. No.	Description	Maximum Score
1.	Gross Annual Receipts / Turnover (Max of last three years) a. Rs. 250 Million but < Rs.300 Million = 05 b. > Rs. 300 Million but < Rs.400 Million = 10 c. Rs.400 Million or more = 15	15
2.	Balance available in shape of Bank Balance as on 30.11.2026:- Less than Rs.80.00 Million=Zero Marks Between Rs.80.00 Million & Rs.150.00 Million=05 Marks Rs.150.00 Million and above =10 Marks	10

1.6.5 Methodology of performing work.

Sr. No.	Description	Maximum Score
1.	a) Excellent = 5 b) Very Good = 4 c) Good = 3 d) Fair = 2	5

- ***Methodology shall be assessed keeping in view of the equipments and manpower proposed to be deployed, alongwith detailed planning for execution of work, alongwith capacity of the equipment to complete the work in time, in view of actual site condition.***

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1.6.6 Equipment Capabilities

Sr. No.	Description	Maximum Score
1	One Stone Crushing Plant (Capacity 7000 Cft per day)	3
2	Two Tractors	2
3	Two Trolleys for tractor with hydraulic jack	2
4	Two Excavators	2
5	Three Loaders	3
6	One Compressor with tractor for drilling & blasting (400CFM)	1
7	One Ambulance	1
8	Testing & Gradation Equipment (One Set)	1

Note:

1. For owned / leased and rented equipment criteria will be as under:-
   a. Owned (Ownership certificate by bidder) = Full Score
   b. Rented/Leased = 75% Score

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2.0 PREPARATION OF APPLICATIONS

2.1 Cost of Preparation of Application

The Applicant shall bear all costs associated with the preparation and submission of application. The Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the qualification process.

2.2 Letter of Application.

The Applicant must submit Letter of Application, duly signed by Head of the Firm, along with all other documents. The specimen of such Letter of Application is provided with Tender documents.

2.3 General Information.

All individual Firms / Contactors are required to provide information, as explained in attached Appendix-N

2.4 Particular Experience Record.

Using format of Form A-1, each Applicant is required to list all Similar Projects timely completed during the last **05** years. Specify only such Similar Projects, for which the contract value / Completion cost was more than **Rs.80 Million**.

2.5 General Experience Record.

2.5.1 The Firms / Contractors are required to provide details of completed projects /supply & loading of ballast works other than those provided on Form A-1 during the last **05** years, using format of Form A-2/1.

2.5.2 The Firms / Contractors are required to provide details of ongoing projects / supply & loading of ballast works other than those provided on Form A-1, using format of Form A-2/2

2.6 Key Personnel to be deployed on the project.

Using format of Form A-3, the Applicant is required to provide information regarding key personnel to be deployed for construction / execution of the Project. The data on their experience should be supplied on separate sheets, using format of Form A-4. Use separate sheet for each candidate.

2.7 Financial Capabilities.

2.7.1 All Firms / Contractors are required to provide last three (3) years Audited Balance Sheet & Tax Returns i.e 2023-24. 2024-25 & 2025-26.

2.7.2 All Firms/Contractors are required to provide information regarding financial record, as explained in attached Form A-5.

Equipment Capabilities.

The Applicants are required to provide information regarding equipments to be utilized on the project. A separate Form shall be prepared, using format of Form A-6. If the bidder failed to provide ownership / lease documents of equipment in favour of their firms or Availability Certificate, it will be considered as “Rented”.

2.8 Methodology of Performing Work.

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FORM OF BID
AND
APPENDICES TO BID

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CHECK LIST

Sr.No	Item	Check (Yes/ No)
1	Bid Security as mentioned in Bidding Data	
2	Firm's valid registration with income tax/ sales tax dept	
3	Income Tax Return for Last 3 Years	
4	Copy of enlistment/ renewal for the current year with PEC in category as mentioned in Evaluation Criteria and above	
5	Appendix –P to Bid	
6	Audit Reprot for Last 3 Years	
7	List of relevant works/ projects (similar nature worth as mentioned in Evaluation Criteria and above) "completed".by the firm including contract value, location, start and actual date of completion, scope of work, and cost overrun, time over run (if any), with reasons for cost overrun and time overrun) along with work orders, completion certificates, performance certificates from Client and Consultants with their addresses and contract details.	
8	List, quantity and present location of Equipment, Tools, Plants, Machinery, Formwork, Scaffolding, Crane and Transport Vehicle etc. owned by the Firm along with proof of ownership, which the Firm intends to make available for the relevant work	
9	List of past and present litigation / arbitration / disputes (if any) against any Client, Consultant, Government, Semi-Government, Autonomous or state owned organization showing its extent and results supported by documentary evidence.	
10	Undertaking/ Affidavit on stamp paper in original that the bidders/ firms and any of its employees have never been blacklisted by any Government/ Semi Government, Autonomous or State Owned Organization and their cases regarding black listing are not under trial by any court of Law	
11	Appendix-A to Bid	
12	Appendix-B to Bid	
13	Appendix-C to Bid	
14	Appendix-D to Bid	
15	Appendix-E & F to Bid	
16	Appendix-G & H to Bid	
17	Appendix-I to Bid	
18	Appendix-J to Bid	
19	Appendix-K to Bid	
20	Appendix-L & M to Bid	
21	Form A-1	
22	Form A-2/1 & A-2/2	
23	Form A-3 & form A-4	
24	Form A-5	
25	Form A-6	

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SPECIAL STIPULATIONS

Clause

Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	5% of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Guarantee	10.1	*The amount of performance guarantee), as a percentage of the Contract Price, shall be:* Five percent (5%) of the contract price
3.	Time for the Furnishing Programme	14.1	Within 14 days from the Date of Receipt of Letter of Acceptance or in extended period.
4.	Minimum amount of Third Party Insurance	23.1	Not required.
5.	Time for Commencement	41.1	Within 14 days from the Date of Receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after Signing of Contract Agreement.
6.	Time for Completion	43.1, 48.2	01 year from the date of receipt of Engineer's Notice to Commence.
7.	a) Amount of Liquidated Damages	47.1	0.05% on balance work for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of Bonus	47.3	Not Admissible
8.	Defects Liability Period	49.1	Not applicable
9.	Percentage of Retention Money	60.2	The 5% retained amount should be returned upon the completion and submission of the Final Contract Certificate.
10.	Limit of Retention Money	60.3	5% of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Minimum amount of Interim Payment Certificates/Running Bills should be Rs.10 Million
12.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	28 days from delivery of Engineer's Interim Payment Certificate to the Employer.
13.	Mobilization Advance (Interest Free)	60.11	Not Admissible
14	Price escalation/adjustment	2.8 (T.P)	Price adjustment is admissible

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FOREIGN CURRENCY REQUIREMENTS

NOT USED

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C-1
Appendix-C to Bid

PRICE ADJUSTMENT UNDER CLAUSE (T.P) 2.8
OF CONDITIONS OF CONTRACT

Price Adjustment is Admissible.

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Appendix-D to Bid

BILL OF QUANTITIES

INCLUDED IN BIDDING DOCUMENTS AS VOLUME 1(B)

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Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence works (Attach sheets as required for the specified form of Construction Schedule):

Description		**Time for Completion**
a)	Supply & loading 2,000,000 Cft of Ballast	1st Year
b)		2nd Year
c)		3rd Year
d)		4th year
e)		5th year

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Appendix-F to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

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

3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site

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BG-2

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT

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

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Appendix-H to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

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

1. Site Preparation (clearing, land preparation, etc.).

2. Provision of Services.

    a) Power (expected power load, etc.).
    b) Water (required amount and system proposed).
    c) Sanitation (sewage disposal system, etc.).

3. Construction of Facilities

    a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
    b) Warehouses and Storage Areas (area required, type of construction and layout).
    c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).

4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).

5. Other Items Proposed (Security services, etc.).

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Appendix-I to Bid

LIST OF SUBCONTRACTORS

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

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

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

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ESTIMATED PROGRESS PAYMENTS

Bidder's estimate of the value of work, which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Bill of Quantities, expressed in thousands of Pakistani Rupees:

Month/ Year/ Period	**Amounts (1,000 Rs.)**
1	**2**
Ist Year	
2nd Year	
3rd Year	
4th Year	
5thYear	
Bid Price	

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BK-1

Appendix-K to Bid

ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR

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(INTEGRITY PACT)

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

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

…… [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from Pakistan Railway (PR) or any administrative subdivision or agency thereof or any other entity owned or controlled by PR 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 PR, 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 PR 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 PR under any law, contract or other instrument, be voidable at the option of PR.

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

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

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Appendix-M to Bid

LIST OF APPROVED MANUFACTURERS/SUPPLIERS

Pertaining to SP Clause No.10.1 of special provision, while procuring material related with any engineering discipline, the responsibility shall be upon the contractor for establishing the genuineness of any material/product/item for its make and origin. Contractor shall obtain the approval from Engineer in charge.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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Appendix-N

General Information

All Firms /Contractors applying for Bid are requested to complete the following information. In case of JV these information should be provided for each partner separately.

1. General details of the Firm

1	Name of firm	
2	Head Office Address	
3	Telephone & Fax	
4	E. mail	
5	Contact Person	
5	Type of Organization	
6	Place of incorporation/registration	
7	Year of incorporation/registration	
8	Annual Turnover / Gross Annual Receipts (maximum during last three Financial years)	

2. Details of Owners / Directors

Sr. No.	Name	Designation	Nationality
1			
2			
3			

3. P.E.C. registration (please attach copy of registration certificate)

Category	Specialty approved by PEC	Financial Limit	Validity

4. NTN Certificate appearing on ATL.

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Form A-1

Particular Experience Record

*On separate pages using the following format, the Applicant is requested to list contracts of a similar nature and complexity, which the Applicant has completed during the last Five (05) years, having cost more than **Rs.200.00 million**. Each partner of a Joint Venture should provide such details separately. (Please list only completed similar projects during the last Five years)*

Name of Firm …….

(Applicant or partner of a Joint Venture)

Use a separate sheet for each contract

1	Name of Contract		
2	Name of Employer		
3	Employer's address		
4	Nature of works and special features relevant to the contract, for which the applicant wishes to be qualified:		
5	Contract role (check one) ○ Prime Contractor ○ Partner in Joint venture	○ Management Contractor	○ Sub-contractor
6	Amount of the total contracts/sub-contract/partner share (in Specified Currencies at Completion or at date of award for Current Contracts):		
7	Date of award		
8	Date of completion *		
9	Contract was completed …… Months ahead/behind the original schedule (if behind, provide explanation)		
10	Contract was completed at Rs _____Million under/over original amount (if over, provide explanation)		
11	Indicate the approximate percent of total contract value of work undertaken by Sub-contract, if any, and the nature of such work.		
12	Value of claims/disputed amount		
13	Status of disputed amounts		

* Satisfactory completion report from the client should be provided for each Project.

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Form A-2/1

General Experience of the Firm
(Completed Projects)

All Firms / Contractors applying for Bid are requested to provide details of completed projects / ballast supply & loading works during last five years. In case of JV the said information should be provided by each partner.

1. Years of General Experience as Prime Contractor: ---------- Years

2. List down major projects completed as Prime Contractor during last 05 years

Project (Brief description, location& duration)	Date of Commence-ment	Date of completion	Delay, if any with reason	Cost of Project	Client *

*For Client, give postal & E-mail addresses and Telephone & Fax Nos.

Signature & Seal of Authorized Person.

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Form A-2/2

General Experience of the Firm
(Ongoing Projects)

All Firms / Contractors applying for Bid are requested to provide details of ongoing projects / works. In case of J.V. the said information should be provided by each partner.

Project (Brief description, location & duration)	Date of Commencement	Planned date of completion	Cost of Project	Approx value of outstanding works	Client *

*For Client, give postal & E-mail addresses and Telephone & Fax Nos.

Signature & Seal of Authorized Person.

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Form A-3

Personnel Capabilities

Name of Firm……...
(Applicant or partner of a Joint Venture)

For specific positions essential to contract management and implementation, the Applicants should provide the names of Personnel qualified to meet with the specified requirements, stated for each position.

The data on their experience should be supplied on separate sheets using standard Form A-4 for each candidate.

1	Title of Position	Project Manager (10+ Years of experience)
	Name of Personnel	
2	Title of Position	Mining Engineer (08+ Years Experience)
	Name of Personnel	
3	Title of Position	DAE Civil (05+ Years Experience)
	Name of Personnel	
4	Title of Position	DAE Mechanical (05+ Years Experience)
	Name of Personnel	
5	Title of Position	DAE Electrical (05+ Years Experience)
	Name of Personnel	
6	Title of Position	Plant Operator (03+ Years Experience)
	Name of Personnel	

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Form A-4

CURRICULUM VITAE (CV) OF PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

_____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth**: _____**Nationality**: _____
5. **CNIC No (**if Pakistani**):**_____**or Passport No:**_____
6. **Education:**

Degree	***Major/Minor***	***Institution***	***Date(MM/YYYY)***

7. **Membership of Professional Associations**: _____
8. **Other Training** [*Indicate significant training sincedegreesunder6- Education were obtained*]:

_____

_____

9. **Languages** [*For eachlanguage indicateproficiency:good, fair,orpoor inspeaking,reading,andwriting*]:

_____

Employer	***Position***	***From(MM/YYYY)***	***To(MM/YYYY)***

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11. Detailed Tasks Assigned

[*List all tasks to be performed under this assignment*]

10. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

1) Name of assignment or project: _____
   Year: _____
   Location: _____
   Client: _____
   Main project features: _____
   Positions held: _____
   Activities performed: _____
2) Name of assignment or project: _____
   Year: _____
   Location: _____
   Client: _____
   Main project features: _____
   Positions held: _____
   Activities performed: _____

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Activities performed: _____

4) Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

5) Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative] *Day/Month/Year*

Full name of authorized representative: _____

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Form A-5

Financial Capabilities

All Firms/ Contractors are requested to complete the following Financial Information:

Financial Information	Previous three (03) years (in Million Rs)		
	2023-24	2024-25	2025-26
1. Total Assets			
2. Total Receipts			
3. Total Liabilities			
4. Current Liabilities			
5. Profit before Taxes			
6. Profit after Taxes			
7. Annual Turn Over			

Note: Audited Balance Sheet and Tax Returns should be provided, in support of above information.

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Form A-6

Equipment Capabilities

Applicant shall provide adequate information to demonstrate clearly that he/ they have the capability to meet the requirements for each and all items of equipment listed in the Evaluation Criteria. A separate Form shall be prepared for each item of equipment or for alternative equipment proposed by the Applicant.

Name of Equipment:		
Equipment Information	Name of manufacturer	Model and Power rating
	Capacity	Year of Manufacturing
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐Leased ☐ Rented	

Omit the following information if it is owned by the Applicant or partner (Applicable only for lease / rented equipments).

Name of owner	
Address of owner	
Telephone, Fax & Email	
Details of agreement for rental / lease specific to the Project.	

Note: If the bidder failed to provide ownership / lease documents or availability certificate of equipment in favour of their firms, it will be considered as “Rented”.

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Summary of Audit Reports

(Rs. Million)

Financial Year	Net Assets	Current Assets	Turnover	Working Capital
2023-2024				
2024-2025				
2025-2026				

Note:

- The said information is essential to be given on above format.
- The value provided in the above blanks should be in accordance with the respective audit reports otherwise it will be considered as mis-statement.

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Appendix P to Bid

SUMMARY OF WORKS

OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR / TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER YEAR / TERM.

S.No	Description
1	Cleaning & Layout of site
2	Installation of Crushing Plant at Shaheenabad
3	Establishment of office at site
4	Provision of other facilities/allied infrastructure
5	Cutting & blasting the rocks
6	Start of the stone crushing
7	Testing & gradation of ballast
8	Stacking of Ballast
9	Measurement of Stacks
10	Loading into Railway wagons
11	Data/Record Keeping

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FORMS

BID SECURITY
PERFORMANCE GUARANTEE
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND

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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 bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the 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 Guarantee, 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 therefor, 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 Guarantee 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.

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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 Guarantee 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: Signature _____

1. _____ Name _____

_____ Title _____

Corporate Secretary (Seal) Corporate Guarantor (Seal)

2. _____

_____

Name, Title & Address

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FORM OF PERFORMANCE GUARANTEE
(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 bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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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)

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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 witness Seth 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 Particular Conditions of Contract – Part II;
   (f) The General Conditions – Part I;
   (g) The Specifications - Special Provisions
   (h) The priced Bill of Quantities (Appendix-D to Bid);
   (i) The completed Appendices to Bid (B, C, E to M);
   (j) The Drawings;
   (k) The Specifications – Technical Provisions.
   (l) _____ (any other)

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.

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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)

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MG-1

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No._____ Date _____

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

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

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

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

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

Notice in writing of any default, of which the Employer shall be the sole and final judge, 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 remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____whichever is earlier.
(Date)
The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____(Rs _____).

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

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GUARANTOR

1. Signature _____
2. Name _____
3. Title _____

WITNESS

1. _____

   _____
   Corporate Secretary (Seal)

2. _____ _____
   (Name, Title & Address) Corporate Guarantor (Seal)

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FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

PART I GENERAL CONDITIONS

WITH FORMS OF TENDER AND AGREEMENT

FOURTH EDITION 1987

Reprinted 1988 with editorial amendments

Reprinted 1992 with further amendments

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FOREWORD

The terms of the Fourth Edition of the Conditions of Contract for Works of Civil Engineering Construction have been prepared by the Fédération Internationale des Ingénieurs Conseils (FIDIC) and are recommended for general use for the purpose of construction of such works where tenders are invited on an international basis. The Conditions, subject to minor modifications, are also suitable for use on domestic contracts.

The version in English of the Conditions is considered by FIDIC as the official and authentic text for the purpose of translation.

In the preparation of the Conditions it was recognised that while there are numerous Clauses which will be generally applicable there are some Clauses which must necessarily vary to take account of the circumstances and locality of the Works. The Clauses of general application have been grouped together in this document and are referred to as Part I – General Conditions. They have been printed in a form which will facilitate their inclusion as printed in the contract documents normally prepared.

The General Conditions are linked with the Conditions of Particular Application, referred to as Part II, by the corresponding numbering of the Clauses, so that Parts I and II together comprise the Conditions governing the rights and obligations of the parties.

Part II must be specially drafted to suit each individual Contract.

When dredging and certain types of reclamation work are involved special consideration must be given to Part II.

To assist in the preparation of Part II explanatory material and example clauses are published with the Conditions in a separately bound document entitled "Conditions of Contract for Works of Civil Engineering Construction, Part II – Conditions of Particular Application, with Guidelines for preparation of Part II Clauses, Fourth Edition".

FIDIC has published a "Guide to the Use of FIDIC Conditions of Contract for Works of Civil Engineering Construction" which includes comments on the provisions of the Fourth Edition of the Conditions. Users of the Fourth Edition may find it helpful to refer to this Guide.

It may also be helpful for users to refer to other FIDIC publications, such as:

Tendering Procedure (First Edition 1982)
Construction, Insurance and Law (1986)

FIDIC gratefully acknowledges the suggestions and comments it has received during the preparation of this edition from European International Contractors (EIC) as mandatory of Confederation of International Contractors Associations (CICA) with participation of Associated General Contractors of America (AGC).

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CONTENTS

PART I: GENERAL CONDITIONS

Definitions and Interpretation

1.1	Definitions	1
1.2	Headings and Marginal Notes	2
1.3	Interpretation	2
1.4	Singular and Plural	2
1.5	Notices, Consents, Approvals, Certificates and Determinations	3

Engineer and Engineer's Representative

2.1	Engineer's Duties and Authority	3
2.2	Engineer's Representative	3
2.3	Engineer's Authority to Delegate	3
2.4	Appointment of Assistants	3
2.5	Instructions in Writing	3
2.6	Engineer to Act Impartially	4

Assignment and Subcontracting

3.1	Assignment of Contract	4
4.1	Subcontracting	4
4.2	Assignment of Subcontractors' Obligations	4

Contract Documents

5.1	Language/s and Law	4
5.2	Priority of Contract Documents	5
6.1	Custody and Supply of Drawings and Documents	5
6.2	One Copy of Drawings to be Kept on Site	5
6.3	Disruption of Progress	5
6.4	Delays and Cost of Delay of Drawings	5
6.5	Failure by Contractor to Submit Drawings	5
7.1	Supplementary Drawings and Instructions	6
7.2	Permanent Works Designed by Contractor	6
7.3	Responsibility Unaffected by Approval	6

General Obligations

8.1	Contractor's General Responsibilities	6
8.2	Site Operations and Methods of Construction	6
9.1	Contract Agreement	6
10.1	Performance Security	6
10.2	Period of Validity of Performance Security	7
10.3	Claims under Performance Security	7
11.1	Inspection of Site	7
12.1	Sufficiency of Tender	7
12.2	Not Foreseeable Physical Obstructions or Conditions	7
13.1	Work to be in Accordance with Contract	8
14.1	Programme to be Submitted	8
14.2	Revised Programme	8
14.3	Cash Flow Estimate to be Submitted	8
14.4	Contractor not Relieved of Duties or Responsibilities	8
15.1	Contractor's Superintendence	8

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16.1	Contractor's Employees	8
16.2	Engineer at Liberty to Object	8
17.1	Setting-out	9
18.1	Boreholes and Exploratory Excavation	9
19.1	Safety, Security and Protection of the Environment	9
19.2	Employer's Responsibilities	9
20.1	Care of Works	9
20.2	Responsibility to Rectify Loss or Damage	10
20.3	Loss or Damage Due to Employer's Risks	10
20.4	Employer's Risks	10
21.1	Insurance of Works and Contractor's Equipment	10
21.2	Scope of Cover	11
21.3	Responsibility for Amounts not Recovered	11
21.4	Exclusions	11
22.1	Damage to Persons and Property	11
22.2	Exceptions	11
22.3	Indemnity by Employer	12
23.1	Third Party Insurance (including Employer's Property)	12
23.2	Minimum Amount of Insurance	12
23.3	Cross Liabilities	12
24.1	Accident or Injury to Workmen	12
24.2	Insurance Against Accident to Workmen	12
25.1	Evidence and Terms of Insurances	12
25.2	Adequacy of Insurances	12
25.3	Remedy on Contractor's Failure to Insure	12
25.4	Compliance with Policy Conditions	12
26.1	Compliance with Statutes, Regulations	13
27.1	Fossils	13
28.1	Patent Rights	13
28.2	Royalties	13
29.1	Interference with Traffic and Adjoining Properties	13
30.1	Avoidance of Damage to Roads	14
30.2	Transport of Contractor's Equipment or Temporary Works	14
30.3	Transport of Materials or Plant	14
30.4	Waterborne Traffic	14
31.1	Opportunities for Other Contractors	14
31.2	Facilities for Other Contractors	14
32.1	Contractor to Keep Site Clear	15
33.1	Clearance of Site on Completion	15

Labour

34.1	Engagement of Staff and Labour	15
35.1	Returns of Labour and Contractor's Equipment	15

Materials, Plant and Workmanship

36.1	Quality of Materials, Plant and Workmanship	15
36.2	Cost of Samples	15
36.3	Cost of Tests	15
36.4	Cost of Tests not Provided for	16
36.5	Engineer's Determination where Tests not Provided for	16
37.1	Inspection of Operations	16
37.2	Inspection and Testing	16
37.3	Dates for Inspection and Testing	16
37.4	Rejection	16
37.5	Independent Inspection	17
38.1	Examination of Work before Covering up	17

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38.2	Uncovering and Making Openings	17
39.1	Removal of Improper Work, Materials or Plant	17
39.2	Default of Contractor in Compliance	17

Suspension

40.1	Suspension of Work	17
40.2	Engineer's Determination following Suspension	18
40.3	Suspension lasting more than 84 Days	18

Commencement and Delays

41.1	Commencement of Works	18
42.1	Possession of Site and Access Thereto	18
42.2	Failure to Give Possession	19
42.3	Rights of Way and Facilities	19
43.1	Time for Completion	19
44.1	Extension of Time for Completion	19
44.2	Contractor to Provide Notification and Detailed Particulars	19
44.3	Interim Determination of Extension	19
45.1	Restriction on Working Hours	20
46.1	Rate of Progress	20
47.1	Liquidated Damages for Delay	20
47.2	Reduction of Liquidated Damages	20
48.1	Taking-Over Certificate	21
48.2	Taking-Over of Sections or Parts	21
48.3	Substantial Completion of Parts	21
48.4	Surfaces Requiring Reinstatement	21

Defects Liability

49.1	Defects Liability Period	21
49.2	Completion of Outstanding Work and Remedying Defects	22
49.3	Cost of Remedying Defects	22
49.4	Contractor's Failure to Carry Out Instructions	22
50.1	Contractor to Search	22

Alterations, Additions and Omissions

51.1	Variations	22
51.2	Instructions for Variations	23
52.1	Valuation of Variations	23
52.2	Power of Engineer to Fix Rates	23
52.3	Variations Exceeding 15 percent	23
52.4	Daywork	24

Procedure for Claims

53.1	Notice of Claims	24
53.2	Contemporary Records	24
53.3	Substantiation of Claims	25
53.4	Failure to Comply	25
53.5	Payment of Claims	25

Contractor's Equipment, Temporary Works and Materials

54.1	Contractor's Equipment, Temporary Works and Materials; Exclusive Use for the Works	25
54.2	Employer not Liable for Damage	25
54.3	Customs Clearance	25

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54.4	Re-export of Contractor's Equipment	25
54.5	Conditions of Hire of Contractor's Equipment	26
54.6	Costs for the Purpose of Clause 63	26
54.7	Incorporation of Clause in Subcontracts	26
54.8	Approval of Materials not Implied	26

Measurement

55.1	Quantities	26
56.1	Works to be Measured	26
57.1	Method of Measurement	27
57.2	Breakdown of Lump Sum Items	27

Provisional Sums

58.1	Definition of "Provisional Sum"	27
58.2	Use of Provisional Sums	27
58.3	Production of Vouchers	27

Nominated Subcontractors

59.1	Definition of "Nominated Subcontractors"	27
59.2	Nominated Subcontractors; Objection to Nomination	27
59.3	Design Requirements to be Expressly Stated	28
59.4	Payments to Nominated Subcontractors	28
59.5	Certification of Payments to Nominated Subcontractors	28

Certificates and Payment

60.1	Monthly Statements	29
60.2	Monthly Payments	29
60.3	Payment of Retention Money	29
60.4	Correction of Certificates	29
60.5	Statement at Completion	30
60.6	Final Statement	30
60.7	Discharge	30
60.8	Final Payment Certificate	30
60.9	Cessation of Employer's Liability	30
60.10	Time for Payment	31
61.1	Approval only by Defects Liability Certificate	31
62.1	Defects Liability Certificate	31
62.2	Unfulfilled Obligations	31

Remedies

63.1	Default of Contractor	31
63.2	Valuation at Date of Termination	32
63 3	Payment after Termination	32
63.4	Assignment of Benefit of Agreement	32
64.1	Urgent Remedial Work	32

Special Risks

65.1	No Liability for Special Risks	33
65.2	Special Risks	33
65.3	Damage to Works by Special Risks	33
65.4	Projectile, Missile	33
65.5	Increased Costs arising from Special Risks	33
65.6	Outbreak of War	33
65.7	Removal of Contractor's Equipment on Termination	34
65.8	Payment if Contract Terminated	34

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Release from Performance

66.1 Payment in Event of Release from Performance 35

Settlement of Disputes

67.1 Engineer's Decision 35
67.2 Amicable Settlement 35
67.3 Arbitration 36
67.4 Failure to Comply with Engineer's Decision 36

Notices

68.1 Notice to Contractor 36
68.2 Notice to Employer and Engineer 36
68.3 Change of Address 36

Default of Employer

69.1 Default of Employer 36
69.2 Removal of Contractor's Equipment 37
69.3 Payment on Termination 37
69.4 Contractor's Entitlement to Suspend Work 37
69.5 Resumption of Work 37

Changes in Cost and Legislation

70.1 Increase or Decrease of Cost 37
70.2 Subsequent Legislation 37

Currency and Rates of Exchange

71.1 Currency Restrictions 38
72.1 Rates of Exchange 38
72.2 Currency Proportions 38
72.3 Currencies of Payment for Provisional Sums 38

REFERENCE TO PART II
INDEX
TENDER
AGREEMENT
EDITORIAL AMENDMENTS IN 1988
FURTHER AMENDMENTS IN 1992

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BIDDER **EMPLOYER**

PART I - GENERAL CONDITIONS

Definitions and Interpretation

Definitions **1.1** In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

(a) (i) "Employer" means the person named as such in Part II of these Conditions and the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person.

(ii) "Contractor" means the person whose tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.

(iii) "Subcontractor" means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.

(iv) "Engineer" means the person appointed by the Employer to act as Engineer for the purposes of the Contract and named as such in Part II of these Conditions.

(v) "Engineer's Representative" means a person appointed from time to time by the Engineer under Sub-Clause 2.2.

(b) (i) "Contract" means these Conditions (Parts I and II), the Specification, the Drawings, the Bill of Quantities, the Tender, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).

(ii) "Specification" means the specification of the Works included in the Contract and any modification thereof or addition thereto made under Clause 51 or submitted by the Contractor and approved by the Engineer.

(iii) "Drawings" means all drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.

(iv) "Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.

(v) "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.

(vi) "Letter of Acceptance" means the formal acceptance by the Employer of the Tender.

(vii) "Contract Agreement" means the contract agreement (if any) referred to in Sub-Clause 9.1.

(viii) "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.

(c) (i) "Commencement Date" means the date upon which the Contractor receives the notice to commence issued by the Engineer pursuant to Clause 41.

(ii) "Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause 44) calculated from the Commencement Date.

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(d) (i) "Tests on Completion" means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works or any Section or part thereof are taken over by the Employer.

(ii) "Taking-Over Certificate" means a certificate issued pursuant to Clause 48.

(e) (i) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.

(ii) "Retention Money" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 60.2(a).

(iii) "Interim Payment Certificate" means any certificate of payment issued by the Engineer other than the Final Payment Certificate.

(iv) "Final Payment Certificate" means the certificate of payment issued by the Engineer pursuant to Sub-Clause 60.8.

(f) (i) "Works" means the Permanent Works and the Temporary Works or either of them as appropriate.

(ii) "Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract.

(iii) "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

(iv) "Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent Works.

(v) "Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.

(vi) "Section" means a part of the Works specifically identified in the Contract as a Section.

(vii) "Site" means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.

(g) (i) "cost" means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.

(ii) "day" means calendar day.

(iii) "foreign currency" means a currency of a country other than that in which the Works are to be located.

(iv) "writing" means any hand-written, type-written, or printed communication, including telex, cable and facsimile transmission.

Headings and Marginal Notes **1.2** The headings and marginal notes in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

Interpretation **1.3** Words importing persons or parties shall include firms and corporations and any organisation having legal capacity.

Singular and Plural **1.4** Words importing the singular only also include the plural and vice versa where the context requires.

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Notices, Consents, Approvals, Certificates and Determinations 1.5 Wherever in the Contract provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words "notify", "certify" or "determine" shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

Engineer and Engineer's Representative

Engineer's Duties and Authority 2. 1 (a) The Engineer shall carry out the duties specified in the Contract.

(b) The Engineer may exercise the authority specified in or necessarily to be implied from the Contract, provided, however, that if the Engineer is required, under the terms of his appointment by the Employer, to obtain the specific approval of the Employer before exercising any such authority, particulars of such requirements shall be set out in Part II of these Conditions. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.

(c) Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

Engineer's Representative 2.2 The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under Sub-Clause 2.3.

Engineer's Authority to Delegate 2.3 The Engineer may from time to time delegate to the Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and the Contractor.

Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Engineer. Provided that:

(a) any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work, materials or Plant and to give instructions for the rectification thereof; and

(b) if the Contractor questions any communication of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.

Appointment of Assistants 2.4 The Engineer or the Engineer's Representative may appoint any number of persons to assist the Engineer's Representative in the carrying out of his duties under Sub-Clause 2.2. He shall notify to the Contractor the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the Contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, Plant or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Engineer's Representative.

Instructions in Writing 2.5 Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 days by the Engineer, it shall be deemed to be an instruction of the Engineer.

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The provisions of this Sub-Clause shall equally apply to instructions given by the Engineer's Representative and any assistants of the Engineer or the Engineer's Representative appointed pursuant to Sub-Clause 2.4.

Engineer to Act Impartially **2.6** Wherever, under the Contract, the Engineer is required to exercise his discretion by:

(a) giving his decision, opinion or consent,

(b) expressing his satisfaction or approval,

(c) determining value, or

(d) otherwise taking action which may affect the rights and obligations of the Employer or the Contractor

he shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction, or approval, determination of value or action may be opened up, reviewed or revised as provided in Clause 67.

Assignment and Subcontracting

Assignment of Contract **3. 1** The Contractor shall not, without the prior consent of the Employer (which consent, notwithstanding the provisions of Sub-Clause 1.5, shall be at the sole discretion of the Employer), assign the Contract or any part thereof, or any benefit or interest therein or thereunder, otherwise than by:

(a) a charge in favour of the Contractor's bankers of any monies due or to become due under the Contract, or

(b) assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable.

Subcontracting **4. 1** The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

Provided that the Contractor shall not be required to obtain such consent for:

(a) the provision of labour,

(b) the purchase of materials which are in accordance with the standards specified in the Contract, or

(c) the subcontracting of any part of the Works for which the Subcontractor is named in the Contract.

Assignment of Subcontractors' Obligations **4.2** In the event of a Subcontractor having undertaken towards the Contractor in respect of the work executed, or the goods, materials, Plant or services supplied by such Subcontractor, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time, after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

Contract Documents

Language/s and Law **5. 1** There is stated in Part II of these Conditions:

(a) the language or languages in which the Contract documents shall be drawn up, and

(b) the country or state the law of which shall apply to the Contract and according to which the Contract shall be construed.

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If the said documents are written in more than one language, the language according to which the Contract shall be construed and interpreted is also stated in Part II of these Conditions, being therein designated the "Ruling Language".

Priority of Contract Documents

5.2 The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

(1) The Contract Agreement (if completed);

(2) The Letter of Acceptance;

(3) The Tender;

(4) Part II of these Conditions;

(5) Part I of these Conditions; and

(6) Any other document forming part of the Contract.

Custody and Supply of Drawings and Documents

6.1 The Drawings shall remain in the sole custody of the Engineer, but two copies thereof shall be provided to the Contractor free of charge. The Contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purposes of the Contract, the Drawings, Specification and other documents provided by the Employer or the Engineer shall not, without the consent of the Engineer, be used or communicated to a third party by the Contractor. Upon issue of the Defects Liability Certificate, the Contractor shall return to the Engineer all Drawings, Specification and other documents provided under the Contract.

The Contractor shall supply to the Engineer four copies of all Drawings, Specification and other documents submitted by the Contractor and approved by the Engineer in accordance with Clause 7, together with a reproducible copy of any material which cannot be reproduced to an equal standard by photocopying. In addition the Contractor shall supply such further copies of such Drawings, Specification and other documents as the Engineer may request in writing for the use of the Employer, who shall pay the cost thereof.

One Copy of Drawings to be Kept on Site

6.2 One copy of the Drawings, provided to or supplied by the Contractor as aforesaid, shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorised by the Engineer in writing.

Disruption of Progress

6.3 The Contractor shall give notice to the Engineer, with a copy to the Employer, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

Delays and Cost of Delay of Drawings

6.4 If, by reason of any failure or inability of the Engineer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub-Clause 63, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Employer and the Contractor, determine:

(a) any extension of time to which the Contractor is entitled under Clause 44, and

(b) the amount of such costs, which shall be added to the Contract Price,

and shall notify the Contractor accordingly, with a copy to the Employer.

Failure by Contractor to Submit Drawings

6.5 If the failure or inability of the Engineer to issue any drawings or instructions is caused in whole or in part by the failure of the Contractor to submit Drawings, Specification or other documents which he is required to submit under the Contract, the Engineer shall take such failure by the Contractor into account when making his determination pursuant to Sub-Clause 6.4.

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Supplementary Drawings and Instructions 7.1 The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall carry out and be bound by the same.

Permanent Works Designed by Contractor 7.2 Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall submit to the Engineer, for approval:

(a) such drawings, specifications, calculations and other information as shall be necessary to satisfy the Engineer as to the suitability and adequacy of that design, and

(b) operation and maintenance manuals together with drawings of the Permanent Works as completed, in sufficient detail to enable the Employer to operate, maintain, dismantle, reassemble and adjust the Permanent Works incorporating that design. The Works shall not be considered to be completed for the purposes of taking over in accordance with Clause 48 until such operation and maintenance manuals, together with drawings on completion, have been submitted to and approved by the Engineer.

Responsibility Unaffected by Approval 7.3 Approval by the Engineer, in accordance with Sub-Clause 7.2, shall not relieve the Contractor of any of his responsibilities under the Contract.

General Obligations

Contractor's General Responsibilities 8.1 The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

The Contractor shall give prompt notice to the Engineer, with a copy to the Employer, of any error, omission, fault or other defect in the design of or Specification for the Works which he discovers when reviewing the Contract or executing the Works.

Site Operations and Methods of Construction 8.2 The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, or for the design or specification of any Temporary Works not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Engineer.

Contract Agreement 9.1 The Contractor shall, if called upon so to do, enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Employer, in the form annexed to these Conditions with such modification as may be necessary.

Performance Security 10.1 If the Contract requires the Contractor to obtain security for his proper performance of the Contract, he shall obtain and provide to the Employer such security within 28 days after the receipt of the Letter of Acceptance, in the sum stated in the Appendix to Tender. When providing such security to the Employer, the Contractor shall notify the Engineer of so doing. Such security shall be in the form annexed to these Conditions or in such other form as may be agreed between the Employer and the Contractor. The institution providing such security shall be subject to the approval of the Employer. The cost of complying with the requirements of this Clause shall be borne by the Contractor, unless the Contract otherwise provides.

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Period of Validity of Performance Security 10.2 The performance security shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract. No claim shall be made against such security after the issue of the Defects Liability Certificate in accordance with Sub-Clause 62.1 and such security shall be returned to the Contractor within 14 days of the issue of the said Defects Liability Certificate.

Claims under Performance Security 10.3 Prior to making a claim under the performance security the Employer shall, in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.

Inspection of Site 11.1 The Employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such data on hydrological and sub-surface conditions as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof.

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Tender, as to:

(a) the form and nature thereof, including the sub-surface conditions,

(b) the hydrological and climatic conditions,

(c) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and

(d) the means of access to the Site and the accommodation he may require,

and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination, all as aforementioned.

Sufficiency of Tender 12.1 The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

Not Foreseeable Physical Obstructions or Conditions 12.2 If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer, with a copy to the Employer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Employer and the Contractor, determine:

(a) any extension of time to which the Contractor is entitled under Clause 44, and

(b) the amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price,

and shall notify the Contractor accordingly, with a copy to the Employer. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer.

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Work to be in Accordance with Contract 13.1 Unless it is legally or physically impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Engineer. The Contractor shall comply with and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Engineer (or his delegate).

Programme to be Submitted 14.1 The Contractor shall, within the time stated in Part II of these Conditions after the date of the Letter of Acceptance, submit to the Engineer for his consent a programme, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

Revised Programme 14.2 If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the programme to which consent has been given under Sub-Clause 14.1, the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to such programme necessary to ensure completion of the Works within the Time for Completion.

Cash Flow Estimate to be Submitted 14.3 The Contractor shall, within the time stated in Part II of these Conditions after the date of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer.

Contractor not Relieved of Duties or Responsibilities 14.4 The submission to and consent by the Engineer of such programmes or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

Contractor's Superintendence 15. 1 The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorised representative approved of by the Engineer, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Works. Such authorised representative shall receive, on behalf of the Contractor, instructions from the Engineer.

If approval of the representative is withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the Engineer.

Contractor's Employees 16. 1 The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:

(a) only such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and

(b) such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

Engineer at Liberty to Object 16.2 The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible.

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Setting-out **17. 1** The Contractor shall be responsible for:

(a) the accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing,

(b) the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works, and

(c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

If, at any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer, in which case the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.

The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting-out the Works.

Boreholes and Exploratory Excavation **18.1** If, at any time during the execution of the Works, the Engineer requires the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be the subject of an instruction in accordance with Clause 51, unless an item or a Provisional Sum in respect of such work is included in the Bill of Quantities.

Safety, Security and Protection of the Environment **19.1** The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

(a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,

(b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and

(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

Employer's Responsibilities **19.2** If under Clause 31 the Employer shall carry out work on the Site with his own workmen he shall, in respect of such work:

(a) have full regard to the safety of all persons entitled to be upon the Site, and

(b) keep the Site in an orderly state appropriate to the avoidance of danger to such persons.

If under Clause 31 the Employer shall employ other contractors on the Site he shall require them to have the same regard for safety and avoidance of danger.

Care of Works **20.1** The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the Works, when the responsibility for the said care shall pass to the Employer. Provided that:

(a) if the Engineer issues a Taking-Over Certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and

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(b) the Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed pursuant to Clause 49.

Responsibility to Rectify Loss or Damage **20.2** If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub-Clause 20.4, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Engineer. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 49 and 50.

Loss or Damage Due to Employer's Risks **20.3** In the event of any such loss or damage happening from any of the risks defined in Sub-Clause 20.4, or in combination with other risks, the Contractor shall, if and to the extent required by the Engineer, rectify the loss or damage and the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer. In the case of a combination of risks causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Employer.

Employer's Risks **20.4** The Employer's risks are:

(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

(b) rebellion, revolution, insurrection, or military or usurped power, or civil war,

(c) ionising 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 thereof,

(d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,

(e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works,

(f) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract,

(g) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and

(h) any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

Insurance of Works and Contractor's Equipment **21.1** The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 20, insure:

(a) the Works, together with materials and Plant for incorporation therein, to the full replacement cost (the term "cost" in this context shall include profit),

(b) an additional sum of 15 per cent of such replacement cost, or as may be specified in Part II of these Conditions, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and

(c) the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

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Scope of Cover **21.2** The insurance in paragraphs (a) and (b) of Sub-Clause 21.1 shall be in the joint names of the Contractor and the Employer and shall cover:

(a) the Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in Sub-Clause 21.4, from the start of work at the Site until the date of issue of the relevant Taking-Over Certificate in respect of the Works or any Section or part thereof as the case may be, and

(b) the Contractor for his liability:

(i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and

(ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 49 and 50.

Responsibility for Amounts not Recovered **21.3** Any amounts not insured or not recovered from the insurers shall be borne by the Employer or the Contractor in accordance with their responsibilities under Clause 20.

Exclusions **21.4** There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by:

(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

(b) rebellion, revolution, insurrection, or military or usurped power, or civil war,

(c) ionising 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 thereof, or

(d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Damage to Persons and Property **22.1** The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

(a) death of or injury to any person, or

(b) loss of or damage to any property (other than the Works),

which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Sub-Clause 22.2.

Exceptions **22.2** The "exceptions" referred to in Sub-Clause 22.1 are:

(a) the permanent use or occupation of land by the Works, or any part thereof,

(b) the right of the Employer to execute the Works, or any part thereof, on, over, under, in or through any land,

(c) damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the Contract, and

(d) death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor, or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or, where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the injury or damage.

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Indemnity by Employer	**22.3**	The Employer shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions defined in Sub-Clause 22.2.
Third Party Insurance (including Employer's Property)	**23.1**	The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 22, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person (other than as provided in Clause 24) or loss of or damage to any property (other than the Works) arising out of the performance of the Contract, other than the exceptions defined in paragraphs (a), (b) and (c) of Sub-Clause 22.2.
Minimum Amount of Insurance	**23.2**	Such insurance shall be for at least the amount stated in the Appendix to Tender.
Cross Liabilities	**23.3**	The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insureds.
Accident or Injury to Workmen	**24.1**	The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.
Insurance Against Accident to Workmen	**24.2**	The Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any Subcontractor, the Contractor's obligations to insure as aforesaid under this Sub-Clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such Subcontractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.
Evidence and Terms of Insurances	**25.1**	The Contractor shall provide evidence to the Employer prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Employer. When providing such evidence and such policies to the Employer, the Contractor shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer.
Adequacy of Insurances	**25.2**	The Contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.
Remedy on Contractor's Failure to Insure	**25.3**	If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Employer within the period required by Sub-Clause 25.1, then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or to become due to the Contractor, or recover the same as a debt due from the Contractor.
Compliance with Policy Conditions	**25.4**	In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.

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Compliance with Statutes, Regulations **26.1** The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

(a) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and

(b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works,

and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor in accordance with Sub-Clause 22.3.

Fossils **27.1** All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Employer and the Contractor, be deemed to be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Engineer of such discovery and carry out the Engineer's instructions for dealing with the same. If, by reason of such instructions, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Employer and the Contractor, determine:

(a) any extension of time to which the Contractor is entitled under Clause 44, and

(b) the amount of such costs, which shall be added to the Contract Price,

and shall notify the Contractor accordingly, with a copy to the Employer.

Patent Rights **28.1** The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Contractor's Equipment, materials or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

Royalties **28.2** Except where otherwise stated, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works.

Interference with Traffic and Adjoining Properties **29.1** All operations necessary for the execution and completion of the Works and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

(a) the convenience of the public, or

(b) the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person.

The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters insofar as the Contractor is responsible therefor.

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Avoidance of Damage to Roads **30.1** The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Subcontractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such roads and bridges.

Transport of Contractor's Equipment or Temporary Works **30.2** Save insofar as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road communicating with or on the routes to the Site to facilitate the movement of Contractor's Equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge caused by such movement, including such claims as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

Transport of Materials or Plant **30.3** If, notwithstanding Sub-Clause 30.1, any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Engineer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim. Where under any law or regulation the haulier of such materials or Plant is required to indemnify the road authority against damage the Employer shall not be liable for any costs, charges or expenses in respect thereof or in relation thereto. In other cases the Employer shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify the Contractor in respect thereof and in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto. Provided that if and so far as any such claim or part thereof is, in the opinion of the Engineer, due to any failure on the part of the Contractor to observe and perform his obligations under Sub-Clause 30.1, then the amount, determined by the Engineer, after due consultation with the Employer and the Contractor, to be due to such failure shall be recoverable from the Contractor by the Employer and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. Provided also that the Employer shall notify the Contractor whenever a settlement is to be negotiated and, where any amount may be due from the Contractor, the Employer shall consult with the Contractor before such settlement is agreed.

Waterborne Traffic **30.4** Where the nature of the Works is such as to require the use by the Contractor of waterborne transport the foregoing provisions of this Clause shall be construed as though "road" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

Opportunities for Other Contractors **31.1** The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to:

(a) any other contractors employed by the Employer and their workmen,

(b) the workmen of the Employer, and

(c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works.

Facilities for Other Contractors **31.2** If, however, pursuant to Sub-Clause 31.1 the Contractor shall, on the written request of the Engineer:

(a) make available to any such other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible,

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(b) permit the use, by any such, of Temporary Works or Contractor's Equipment on the Site, or

(c) provide any other service of whatsoever nature for any such,

the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.

Contractor to Keep Site Clear **32.1** During the execution of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

Clearance of Site on Completion **33.1** Upon the issue of any Taking-Over Certificate the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

Labour

Engagement of Staff and Labour **34.1** The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

Returns of Labour and Contractor's Equipment **35.1** The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Contractor's Equipment as the Engineer may require.

Materials, Plant and Workmanship

Quality of Materials, Plant and Workmanship **36.1** All materials, Plant and workmanship shall be:

(a) of the respective kinds described in the Contract and in accordance with the Engineer's instructions, and

(b) subjected from time to time to such tests as the Engineer may require at the place of manufacture, fabrication or preparation, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places.

The Contractor shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or Plant and shall supply samples of materials, before incorporation in the Works, for testing as may be selected and required by the Engineer.

Cost of Samples **36.2** All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

Cost of Tests **36.3** The cost of making any test shall be borne by the Contractor if such test is:

(a) clearly intended by or provided for in the Contract, or

(b) particularised in the Contract (in cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfil) in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

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Cost of Tests not Provided for **36.4** If any test required by the Engineer which is:

(a) not so intended by or provided for,

(b) (in the cases above mentioned) not so particularised, or

(c) (though so intended or provided for) required by the Engineer to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the materials or Plant tested,

shows the materials, Plant or workmanship not to be in accordance with the provisions of the Contract to the satisfaction of the Engineer, then the cost of such test shall be borne by the Contractor, but in any other case Sub-Clause 36.5 shall apply.

Engineer's Determination where Tests not Provided for **36.5** Where, pursuant to Sub-Clause 36.4, this Sub-Clause applies the Engineer shall, after due consultation with the Employer and the Contractor, determine:

(a) any extension of time to which the Contractor is entitled under Clause 44, and

(b) the amount of such costs, which shall be added to the Contract Price,

and shall notify the Contractor accordingly, with a copy to the Employer.

Inspection of Operations **37.1** The Engineer, and any person authorised by him, shall at all reasonable times have access to the Site and to all workshops and places where materials or Plant are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

Inspection and Testing **37.2** The Engineer shall be entitled, during manufacture, fabrication or preparation to inspect and test the materials and Plant to be supplied under the Contract. If materials or Plant are being manufactured, fabricated or prepared in workshops or places other than those of the Contractor, the Contractor shall obtain permission for the Engineer to carry out such inspection and testing in those workshops or places. Such inspection or testing shall not release the Contractor from any obligation under the Contract.

Dates for Inspection and Testing **37.3** The Contractor shall agree with the Engineer on the time and place for the inspection or testing of any materials or Plant as provided in the Contract. The Engineer shall give the Contractor not less than 24 hours notice of his intention to carry out the inspection or to attend the tests. If the Engineer, or his duly authorised representative, does not attend on the date agreed, the Contractor may, unless otherwise instructed by the Engineer, proceed with the tests, which shall be deemed to have been made in the presence of the Engineer. The Contractor shall forthwith forward to the Engineer duly certified copies of the test readings. If the Engineer has not attended the tests, he shall accept the said readings as accurate.

Rejection **37.4** If, at the time and place agreed in accordance with Sub-Clause 37.3, the materials or Plant are not ready for inspection or testing or if, as a result of the inspection or testing referred to in this Clause, the Engineer determines that the materials or Plant are defective or otherwise not in accordance with the Contract, he may reject the materials or Plant and shall notify the Contractor thereof immediately. The notice shall state the Engineer's objections with reasons. The Contractor shall then promptly make good the defect or ensure that rejected materials or Plant comply with the Contract. If the Engineer so requests, the tests of rejected materials or Plant shall be made or repeated under the same terms and conditions. All costs incurred by the Employer by the repetition of the tests shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer and may be deducted from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

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(c) necessary by reason of climatic conditions on the Site, or

(d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in Sub-Clause 20.4),

Sub-Clause 40.2 shall apply.

Engineer's Determination following Suspension **40.2** Where, pursuant to Sub-Clause 40.1, this Sub-Clause applies the Engineer shall, after due consultation with the Employer and the Contractor, determine:

(a) any extension of time to which the Contractor is entitled under Clause 44, and

(b) the amount, which shall be added to the Contract Price, in respect of the cost incurred by the Contractor by reason of such suspension,

and shall notify the Contractor accordingly, with a copy to the Employer.

Suspension lasting more than 84 Days **40.3** If the progress of the Works or any part thereof is suspended on the instructions of the Engineer and if permission to resume work is not given by the Engineer within a period of 84 days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c) or (d) of Sub-Clause 40.1, the Contractor may give notice to the Engineer requiring permission, within 28 days from the receipt thereof, to proceed with the Works or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the Contractor may, but is not bound to, elect to treat the suspension, where it affects part only of the Works, as an omission of such part under Clause 51 by giving a further notice to the Engineer to that effect, or, where it affects the whole of the Works, treat the suspension as an event of default by the Employer and terminate his employment under the Contract in accordance with the provisions of Sub-Clause 69.1, whereupon the provisions of Sub-Clauses 69.2 and 69.3 shall apply.

Commencement and Delays

Commencement of Works **41.1** The Contractor shall commence the Works as soon as is reasonably possible after the receipt by him of a notice to this effect from the Engineer, which notice shall be issued within the time stated in the Appendix to Tender after the date of the Letter of Acceptance. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

Possession of Site and Access Thereto **42.1** Save insofar as the Contract may prescribe:

(a) the extent of portions of the Site of which the Contractor is to be given possession from time to time,

(b) the order in which such portions shall be made available to the Contractor,

and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will, with the Engineer's notice to commence the Works, give to the Contractor possession of

(c) so much of the Site, and

(d) such access as, in accordance with the Contract, is to be provided by the Employer as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 14, if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Engineer with a copy to the Employer, make. The Employer will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with such programme or proposals, as the case may be.

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Failure to Give Possession 42.2 If the Contractor suffers delay and/or incurs costs from failure on the part of the Employer to give possession in accordance with the terms of Sub-Clause 42. 1, the Engineer shall, after due consultation with the Employer and the Contractor, determine:

(a) any extension of time to which the Contractor is entitled under Clause 44, and

(b) the amount of such costs, which shall be added to the Contract Price,

and shall notify the Contractor accordingly, with a copy to the Employer.

Rights of Way and Facilities 42.3 The Contractor shall bear all costs and charges for special or temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.

Time for Completion 43.1 The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the Appendix to Tender, shall be completed, in accordance with the provisions of Clause 48, within the time stated in the Appendix to Tender for the whole of the Works or the Section (as the case may be), calculated from the Commencement Date, or such extended time as may be allowed under Clause 44.

Extension of Time for Completion 44.1 In the event of:

(a) the amount or nature of extra or additional work,

(b) any cause of delay referred to in these Conditions,

(c) exceptionally adverse climatic conditions,

(d) any delay, impediment or prevention by the Employer, or

(e) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible,

being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Contractor accordingly, with a copy to the Employer.

Contractor to Provide Notification and Detailed Particulars 44.2 Provided that the Engineer is not bound to make any determination unless the Contractor has

(a) within 28 days after such event has first arisen notified the Engineer with a copy to the Employer, and

(b) within 28 days, or such other reasonable time as may be agreed by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

Interim Determination of Extension 44.3 Provided also that where an event has a continuing effect such that it is not practicable for the Contractor to submit detailed particulars within the period of 28 days referred to in Sub-Clause 44.2(b), he shall nevertheless be entitled to an extension of time provided that he has submitted to the Engineer interim particulars at intervals of not more than 28 days and final particulars within 28 days of the end of the effects resulting from the event. On receipt of such interim particulars, the Engineer shall, without undue delay, make an interim determination of extension of time and, on receipt of the final particulars, the Engineer shall review all the circumstances and shall determine an overall extension of time in regard to the event. In both such cases the Engineer shall make his determination after due consultation with the Employer and the Contractor and shall notify the Contractor of the determination, with a copy to the Employer. No final review shall result in a decrease of any extension of time already determined by the Engineer.

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Restriction on Working Hours 45.1 Subject to any provision to the contrary contained in the Contract, none of the Works shall, save as hereinafter provided, be carried on during the night or on locally recognised days of rest without the consent of the Engineer, except when work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer. Provided that the provisions of this Clause shall not be applicable in the case of any work which it is customary to carry out by multiple shifts.

Rate of Progress 46.1 If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognised days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

Liquidated Damages for Delay 47.1 If the Contractor fails to comply with the Time for Completion in accordance with Clause 48, for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Clause 43, then the Contractor shall pay to the Employer the relevant sum stated in the Appendix to Tender as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the Appendix to Tender. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

Reduction of Liquidated Damages 47.2 If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking-Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

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Taking-Over Certificate 48.1 When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the Works. The Engineer shall, within 21 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Employer, a Taking-Over Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the Engineer, of the Works so specified and remedying any defects so notified.

Taking Over of Sections or Parts 48.2 Similarly, in accordance with the procedure set out in Sub-Clause 48.1, the Contractor may request and the Engineer shall issue a Taking-Over Certificate in respect of:

(a) any Section in respect of which a separate Time for Completion is provided in the Appendix to Tender,

(b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or

(c) any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure).

Substantial Completion of Parts 48.3 If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Tests on Completion prescribed by the Contract, the Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

Surfaces Requiring Reinstatement 48.4 Provided that a Taking-Over Certificate given in respect of any Section or part of the Permanent Works before completion of the whole of the Works shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Taking-Over Certificate shall expressly so state.

Defects Liability

Defects Liability Period 49.1 In these Conditions the expression "Defects Liability Period" shall mean the defects liability period named in the Appendix to Tender, calculated from:

(a) the date of completion of the Works certified by the Engineer in accordance with Clause 48, or

(b) in the event of more than one certificate having been issued by the Engineer under Clause 48, the respective dates so certified,

and in relation to the Defects Liability Period the expression "the Works" shall be construed accordingly.

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Completion of Outstanding Work and Remedying Defects 49.2 To the intent that the Works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall:

(a) complete the work, if any, outstanding on the date stated in the Taking-Over Certificate as soon as practicable after such date, and

(b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

Cost of Remedying Defects 49.3 All work referred to in Sub-Clause 49.2 (b) shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:

(a) the use of materials, Plant or workmanship not in accordance with the Contract,

(b) where the Contractor is responsible for the design of part of the Permanent Works, any fault in such design, or

(c) the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

If, in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.

Contractor's Failure to Carry Out Instructions 49.4 In case of default on the part of the Contractor in carrying out such instruction within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

Contractor to Search 50.1 If any defect, shrinkage or other fault in the Works appears at any time prior to the end of the Defects Liability Period, the Engineer may instruct the Contractor, with copy to the Employer, to search under the directions of the Engineer for the cause thereof. Unless such defect, shrinkage or other fault is one for which the Contractor is liable under the Contract, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount in respect of the costs of such search incurred by the Contractor, which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Employer. If such defect, shrinkage or other fault is one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect, shrinkage or other fault at his own cost in accordance with the provisions of Clause 49.

Alterations, Additions and Omissions

Variations 51.1 The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

(a) increase or decrease the quantity of any work included in the Contract,

(b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor),

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(c) change the character or quality or kind of any such work,

(d) change the levels, lines, position and dimensions of any part of the Works,

(e) execute additional work of any kind necessary for the completion of the Works, or

(f) change any specified sequence or timing of construction of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 52. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

Instructions for Variations **51.2** The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

Valuation of Variations **52.1** All variations referred to in Clause 51 and any additions to the Contract Price which are required to be determined in accordance with Clause 52 (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 60.

Power of Engineer to Fix Rates **52.2** Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by reason of such varied work, rendered inappropriate or inapplicable, then, after due consultation by the Engineer with the Employer and the Contractor, a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such other rate or price as is, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 60.

Provided also that no varied work instructed to be done by the Engineer pursuant to Clause 51 shall be valued under Sub-Clause 52.1 or under this Sub-Clause unless, within 14 days of the date of such instruction and, other than in the case of omitted work, before the commencement of the varied work, notice shall have been given either:

(a) by the Contractor to the Engineer of his intention to claim extra payment or a varied rate or price, or

(b) by the Engineer to the Contractor of his intention to vary a rate or price.

Variations Exceeding 15 per cent **52.3** If, on the issue of the Taking-Over Certificate for the whole of the Works, it is found that as a result of:

(a) all varied work valued under Sub-Clauses 52.1 and 52.2, and

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(b) all adjustments upon measurement of the estimated quantities set out in the Bill of Quantities, excluding Provisional Sums, dayworks and adjustments of price made under Clause 70,

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 per cent of the "Effective Contract Price" (which for the purposes of this Sub-Clause shall mean the Contract Price, excluding Provisional Sums and allowance for dayworks, 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, there 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 under this Sub-Clause, with a copy to the Employer. Such sum shall be based only on the amount by which such additions or deductions shall be in excess of 15 per cent of the Effective Contract Price.

Daywork **52.4** The Engineer may, if in his opinion it is necessary or desirable, issue an instruction that any varied work shall be executed on a daywork basis. The Contractor shall then be paid for such varied work under the terms set out in the daywork schedule included in the Contract and at the rates and prices affixed thereto by him in the Tender.

The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amounts paid and, before ordering materials, shall submit to the Engineer quotations for the same for his approval.

In respect of such of the Works executed on a daywork basis, the Contractor shall, during the continuance of such work, deliver each day to the Engineer an exact list in duplicate of the names, occupation and time of all workmen employed on such work and a statement, also in duplicate, showing the description and quantity of all materials and Contractor's Equipment used thereon or therefor other than Contractor's Equipment which is included in the percentage addition in accordance with such daywork schedule. One copy of each list and statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor.

At the end of each month the Contractor shall deliver to the Engineer a priced statement of the labour, materials and Contractor's Equipment, except as aforesaid, used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. Provided always that if the Engineer considers that for any reason the sending of such lists or statements by the Contractor, in accordance with the foregoing provision, was impracticable he shall nevertheless be entitled to authorise payment for such work, either as daywork, on being satisfied as to the time employed and the labour, materials and Contractor's Equipment used on such work, or at such value therefor as shall, in his opinion, be fair and reasonable.

Procedure for Claims

Notice of Claims **53.1** Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer, with a copy to the Employer, within 28 days after the event giving rise to the claim has first arisen.

Contemporary Records **53.2** Upon the happening of the event referred to in Sub-Clause 53.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer shall, on receipt of a notice under Sub-Clause 53.1, inspect such contemporary records and may instruct the Contractor to keep

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any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer so instructs.

Substantiation of Claims 53.3 Within 28 days, or such other reasonable time as may be agreed by the Engineer, of giving notice under Sub-Clause 53.1, the Contractor shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Engineer so to do, copy to the Employer all accounts sent to the Engineer pursuant to this Sub-Clause.

Failure to Comply 53.4 If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the Engineer or any arbitrator or arbitrators appointed pursuant to Sub-Clause 67.3 assessing the claim considers to be verified by contemporary records (whether or not such records were brought to the Engineer's notice as required under Sub-Clauses 53.2 and 53.3).

Payment of Claims 53.5 The Contractor shall be entitled to have included in any interim payment certified by the Engineer pursuant to Clause 60 such amount in respect of any claim as the Engineer, after due consultation with the Employer and the Contractor, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

Contractor's Equipment, Temporary Works and Materials

Contractor's Equipment, Temporary Works and Materials; Exclusive Use for the Works 54.1 All Contractor's Equipment, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent of the Engineer. Provided that consent shall not be required for vehicles engaged in transporting any staff, labour, Contractor's Equipment, Temporary Works, Plant or materials to or from the Site.

Employer not Liable for Damage 54.2 The Employer shall not at any time be liable, save as mentioned in Clauses 20 and 65, for the loss of or damage to any of the said Contractor's Equipment, Temporary Works or materials.

Customs Clearance 54.3 The Employer will use his best endeavours in assisting the Contractor, where required, in obtaining clearance through the Customs of Contractor's Equipment, materials and other things required for the Works.

Re-export of Contractor's Equipment 54.4 In respect of any Contractor's Equipment which the Contractor has imported for the purposes of the Works, the Employer will use his best endeavours to assist the Contractor, where required, in procuring any necessary Government consent to the re-export of such Contractor's Equipment by the Contractor upon the removal thereof pursuant to the terms of the Contract.

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Conditions of Hire of Contractor's Equipment **54.5** With a view to securing, in the event of termination under Clause 63, the continued availability, for the purpose of executing the Works, of any hired Contractor's Equipment, the Contractor shall not bring on to the Site any hired Contractor's Equipment unless there is an agreement for the hire thereof (which agreement shall be deemed not to include an agreement for hire purchase) which contains a provision that the owner thereof will, on request in writing made by the Employer within 7 days after the date on which any termination has become effective, and on the Employer undertaking to pay all hire charges in respect thereof from such date, hire such Contractor's Equipment to the Employer on the same terms in all respects as the same was hired to the Contractor save that the Employer shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of executing and completing the Works and remedying any defects therein, under the terms of the said Clause 63.

Costs for the Purpose of Clause 63 **54.6** In the event of the Employer entering into any agreement for the hire of Contractor's Equipment pursuant to Sub-Clause 54.5, all sums properly paid by the Employer under the provisions of any such agreement and all costs incurred by him (including stamp duties) in entering into such agreement shall be deemed, for the purpose of Clause 63, to be part of the cost of executing and completing the Works and the remedying of any defects therein.

Incorporation of Clause in Subcontracts **54.7** The Contractor shall, where entering into any subcontract for the execution of any part of the Works, incorporate in such subcontract (by reference or otherwise) the provisions of this Clause in relation to Contractor's Equipment, Temporary Works or materials brought on to the Site by the Subcontractor.

Approval of Materials not Implied **54.8** The operation of this Clause shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

Measurement

Quantities **55.1** The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfilment of his obligations under the Contract.

Works to be Measured **56.1** The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and the Contractor shall be paid that value in accordance with Clause 60. The Engineer shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractor's authorised agent, who shall:

(a) forthwith attend or send a qualified representative to assist the Engineer in making such measurement, and

(b) supply all particulars required by the Engineer.

Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the Works. For the purpose of measuring such Permanent Works as are to be measured by records and drawings, the Engineer shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the Contractor does not attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within 14 days of such examination, lodges with the Engineer notice of the respects in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.

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Method of Measurement 57.1 The Works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for in the Contract.

Breakdown of Lump Sum Items 57.2 For the purposes of statements submitted in accordance with Sub-Clause 60.1, the Contractor shall submit to the Engineer, within 28 days after the receipt of the Letter of Acceptance, a breakdown for each of the lump sum items contained in the Tender. Such breakdowns shall be subject to the approval of the Engineer.

Provisional Sums

Definition of "Provisional Sum" 58.1 "Provisional Sum" means a sum included in the Contract and so designated in the Bill of Quantities for the execution of any part of the Works or for the supply of goods, materials, Plant or services, or for contingencies, which sum may be used, in whole or in part, or not at all, on the instructions of the Engineer. The Contractor shall be entitled to only such amounts in respect of the work, supply or contingencies to which such Provisional Sums relate as the Engineer shall determine in accordance with this Clause. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

Use of Provisional Sums 58.2 In respect of every Provisional Sum the Engineer shall have authority to issue instructions for the execution of work or for the supply of goods, materials, Plant or services by:

(a) the Contractor, in which case the Contractor shall be entitled to an amount equal to the value thereof determined in accordance with Clause 52, and

(b) a nominated Subcontractor, as hereinafter defined, in which case the sum to be paid to the Contractor therefor shall be determined and paid in accordance with Sub-Clause 59.4.

Production of Vouchers 58.3 The Contractor shall produce to the Engineer all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional Sums, except where work is valued in accordance with rates or prices set out in the Tender.

Nominated Subcontractors

Definition of "Nominated Subcontractors" 59.1 All specialists, merchants, tradesmen and others executing any work or supplying any goods, materials, Plant or services for which Provisional Sums are included in the Contract, who may have been or be nominated or selected or approved by the Employer or the Engineer, and all persons to whom by virtue of the provisions of the Contract the Contractor is required to subcontract shall, in the execution of such work or the supply of such goods, materials, Plant or services, be deemed to be subcontractors to the Contractor and are referred to in this Contract as "nominated Subcontractors".

Nominated Subcontractors; Objection to Nomination 59.2 The Contractor shall not be required by the Employer or the Engineer, or be deemed to be under any obligation, to employ any nominated Subcontractor against whom the Contractor may raise reasonable objection, or who declines to enter into a subcontract with the Contractor containing provisions:

(a) that in respect of the work, goods, materials, Plant or services the subject of the subcontract, the nominated Subcontractor will undertake towards the Contractor such obligations and liabilities as will enable the Contractor to discharge his own obligations and liabilities towards the Employer under the terms of the Contract and will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and

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(b) that the nominated Subcontractor will save harmless and indemnify the Contractor from and against any negligence by the nominated Subcontractor, his agents, workmen and servants and from and against any misuse by him or them of any Temporary Works provided by the Contractor for the purposes of the Contract and from all claims as aforesaid.

Design Requirements to be Expressly Stated

59.3 If in connection with any Provisional Sum the services to be provided include any matter of design or specification of any part of the Permanent Works or of any Plant to be incorporated therein, such requirement shall be expressly stated in the Contract and shall be included in any nominated Subcontract. The nominated Subcontract shall specify that the nominated Subcontractor providing such services will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities.

Payments to Nominated Subcontractors

59.4 For all work executed or goods, materials, Plant or services supplied by any nominated Subcontractor, the Contractor shall be entitled to:

(a) the actual price paid or due to be paid by the Contractor, on the instructions of the Engineer, and in accordance with the subcontract;

(b) in respect of labour supplied by the Contractor, the sum, if any, entered in the Bill of Quantities or, if instructed by the Engineer pursuant to paragraph (a) of Sub-Clause 58.2, as may be determined in accordance with Clause 52; and

(c) in respect of all other charges and profit, a sum being a percentage rate of the actual price paid or due to be paid calculated, where provision has been made in the Bill of Quantities for a rate to be set against the relevant Provisional Sum, at the rate inserted by the Contractor against that item or, where no such provision has been made, at the rate inserted by the Contractor in the Appendix to Tender and repeated where provision for such is made in a special item provided in the Bill of Quantities for such purpose.

Certification of Payments to Nominated Subcontractors

59.5 Before issuing, under Clause 60, any certificate, which includes any payment in respect of work done or goods, materials, Plant or services supplied by any nominated Subcontractor, the Engineer shall be entitled to demand from the Contractor reasonable proof that all payments, less retentions, included in previous certificates in respect of the work or goods, materials, Plant or services of such nominated Subcontractor have been paid or discharged by the Contractor. If the Contractor fails to supply such proof then, unless the Contractor:

(a) satisfies the Engineer in writing that he has reasonable cause for withholding or refusing to make such payments, and

(b) produces to the Engineer reasonable proof that he has so informed such nominated Subcontractor in writing,

the Employer shall be entitled to pay to such nominated Subcontractor direct, upon the certificate of the Engineer, all payments, less retentions, provided for in the nominated Subcontract, which the Contractor has failed to make to such nominated Subcontractor and to deduct by way of set-off the amount so paid by the Employer from any sums due or to become due from the Employer to the Contractor.

Provided that, where the Engineer has certified and the Employer has paid direct as aforesaid, the Engineer shall, in issuing any further certificate in favour of the Contractor, deduct from the amount thereof the amount so paid, direct as aforesaid, but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the Contract.

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Certificates and Payment

Monthly Statements 60.1 The Contractor shall submit to the Engineer after the end of each month six copies, each signed by the Contractor's representative approved by the Engineer in accordance with Sub-Clause 15.1, of a statement, in such form as the Engineer may from time to time prescribe, showing the amounts to which the Contractor considers himself to be entitled up to the end of the month in respect of:

(a) the value of the Permanent Works executed,

(b) any other items in the Bill of Quantities including those for Contractor's Equipment, Temporary Works, dayworks and the like,

(c) the percentage of the invoice value of listed materials, all as stated in the Appendix to Tender, and Plant delivered by the Contractor on the Site for incorporation in the Permanent Works but not incorporated in such Works,

(d) adjustments under Clause 70, and

(e) any other sum to which the Contractor may be entitled under the Contract or otherwise.

Monthly Payments 60.2 The Engineer shall, within 28 days of receiving such statement, deliver to the Employer an Interim Payment Certificate stating the amount of payment to the Contractor which the Engineer considers due and payable in respect of such statement, subject:

(a) firstly, to the retention of the amount calculated by applying the Percentage of Retention stated in the Appendix to Tender, to the amount to which the Contractor is entitled under paragraphs (a), (b), (c) and (e) of Sub-Clause 60.1 until the amount so retained reaches the Limit of Retention Money stated in the Appendix to Tender, and

(b) secondly, to the deduction, other than pursuant to Clause 47, of any sums which may have become due and payable by the Contractor to the Employer.

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

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

Payment of Retention Money 60.3 (a) Upon the issue of the Taking-Over Certificate with respect to the whole of the Works, one half of the Retention Money, or upon the issue of a Taking-Over Certificate with respect to a Section or part of the Permanent Works only such proportion thereof as the Engineer determines having regard to the relative value of such Section or part of the Permanent Works, shall be certified by the Engineer for payment to the Contractor.

(b) Upon the expiration of the Defects Liability Period for the Works the other half of the Retention Money shall be certified by the Engineer for payment to the Contractor. Provided that, in the event of different Defects Liability Periods having become applicable to different Sections or parts of the Permanent Works pursuant to Clause 48, the expression "expiration of the Defects Liability Period" shall, for the purposes of this Sub-Clause, be deemed to mean the expiration of the latest of such periods. Provided also that if at such time there shall remain to be executed by the Contractor any work instructed, pursuant to Clauses 49 and 50, in respect of the Works, the Engineer shall be entitled to withhold certification until completion of such work of so much of the balance of the Retention Money as shall, in the opinion of the Engineer, represent the cost of the work remaining to be executed.

Correction of Certificates 60.4 The Engineer may by any Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate which shall have been issued by him and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.

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Statement at Completion **60.5** Not later than 84 days after the issue of the Taking-Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer six copies of a Statement at Completion with supporting documents showing in detail, in the form approved by the Engineer:

(a) the final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate,

(b) any further sums which the Contractor considers to be due, and

(c) an estimate of amounts which the Contractor considers will become due to him under the Contract.

The estimated amounts shall be shown separately in such Statement at Completion. The Engineer shall certify payment in accordance with Sub-Clause 60.2.

Final Statement **60.6** Not later than 56 days after the issue of the Defects Liability Certificate pursuant to Sub-Clause 62.1, the Contractor shall submit to the Engineer for consideration six copies of a draft final statement with supporting documents showing in detail, in the form approved by the Engineer:

(a) the value of all work done in accordance with the Contract, and

(b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed (for the purposes of these Conditions referred to as the "Final Statement").

If, following discussions between the Engineer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer an Interim Payment Certificate for those parts of the draft final statement, if any, which are not in dispute. The dispute may then be settled in accordance with Clause 67.

Discharge **60.7** Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Payment Certificate issued pursuant to Sub-Clause 60.8 has been made and the performance security referred to in Sub-Clause 10.1, if any, has been returned to the Contractor.

Final Payment Certificate **60.8** Within 28 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the Employer (with a copy to the Contractor) a Final Payment Certificate stating:

(a) the amount which, in the opinion of the Engineer, is finally due under the Contract or otherwise, and

(b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled other than under Clause 47, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

Cessation of Employer's Liability **60.9** The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Statement and (except in respect of matters or things arising after the issue of the Taking-Over Certificate in respect of the whole of the Works) in the Statement at Completion referred to in Sub-Clause 60.5.

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Time for Payment 60.10 The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 28 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Payment Certificate referred to in Sub-Clause 60.8, within 56 days, after such Final Payment Certificate has been delivered to the Employer. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor interest at the rate stated in the Appendix to Tender upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69 or otherwise.

Approval only by Defects Liability Certificate 61.1 Only the Defects Liability Certificate, referred to in Clause 62, shall be deemed to constitute approval of the Works.

Defects Liability Certificate 62.1 The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clauses 49 and 50, have been completed to the satisfaction of the Engineer. Provided that the issue of the Defects Liability Certificate shall not be a condition precedent to payment to the Contractor of the second portion of the Retention Money in accordance with the conditions set out in Sub-Clause 60.3.

Unfulfilled Obligations 62.2 Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

Remedies

Default of Contractor 63.1 If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub-Clause 3.1, or has an execution levied on his goods, or if the Engineer certifies to the Employer, with a copy to the Contractor, that, in his opinion, the Contractor:

(a) has repudiated the Contract,

(b) without reasonable excuse has failed

(i) to commence the Works in accordance with Sub-Clause 41.1, or

(ii) to proceed with the Works, or any Section thereof, within 28 days after receiving notice pursuant to Sub-Clause 46.1,

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(c) has failed to comply with a notice issued pursuant to Sub-Clause 37.4 or an instruction issued pursuant to Sub-Clause 39.1 within 28 days after having received it,

(d) despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or

(e) has contravened Sub-Clause 4.1,

then the Employer may, after giving 14 days' notice to the Contractor, enter upon the Site and the Works and terminate the employment of the Contractor without thereby releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and authorities conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Temporary Works and materials as he or they may think proper.

Valuation at Date of Termination **63.2** The Engineer shall, as soon as may be practicable after any such entry and termination by the Employer, fix and determine ex parte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify:

a) what amount (if any) had, at the time of such entry and termination, been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract, and

(b) the value of any of the said unused or partially used materials, any Contractor's Equipment and any Temporary Works.

Payment after Termination **63.3** If the Employer terminates the Contractor's employment under this Clause, he shall not be liable to pay to the Contractor any further amount (including damages) in respect of the Contract until the expiration of the Defects Liability Period and there after until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum (if any) as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

Assignment of Benefit of Agreement **63.4** Unless prohibited by law, the Contractor shall, if so instructed by the Engineer within 14 days of such entry and termination referred to in Sub-Clause 63.1, assign to the Employer the benefit of any agreement for the supply of any goods or materials or services and/or for the execution of any work for the purposes of the Contract, which the Contractor may have entered into.

Urgent Remedial Work **64.1** If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Works, or any part thereof, either during the execution of the Works, or during the Defects Liability Period, any remedial or other work is, in the opinion of the Engineer, urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work, the Employer shall be entitled to employ and pay other persons to carry out such work as the Engineer may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. Provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.

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Special Risks

No Liability for Special Risks 65.1 The Contractor shall be under no liability whatsoever in consequence of any of the special risks referred to in Sub-Clause 65.2, whether by way of indemnity or otherwise, for or in respect of:

(a) destruction of or damage to the Works, save to work condemned under the provisions of Clause 39 prior to the occurrence of any of the said special risks,

(b) destruction of or damage to property, whether of the Employer or third parties, or

(c) injury or loss of life.

Special Risks 65.2 The special risks are:

(a) the risks defined under paragraphs (a), (c), (d) and (e) of Sub-Clause 20.4, and

(b) the risks defined under paragraph (b) of Sub-Clause 20.4 insofar as these relate to the country in which the Works are to be executed.

Damage to Works by Special Risks 65.3 If the Works or any materials or Plant on or near or in transit to the Site, or any of the Contractor's Equipment, sustain destruction or damage by reason of any of the said special risks, the Contractor shall be entitled to payment in accordance with the Contract for any Permanent Works duly executed and for any materials or Plant so destroyed or damaged and, so far as may be required by the Engineer or as may be necessary for the completion of the Works, to payment for:

(a) rectifying any such destruction or damage to the Works, and

(b) replacing or rectifying such materials or Contractor's Equipment,

and the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 (which shall in the case of the cost of replacement of Contractor's Equipment include the fair market value thereof as determined by the Engineer) and shall notify the Contractor accordingly, with a copy to the Employer.

Projectile, Missile 65.4 Destruction, damage, injury or loss of life caused by the explosion or impact, whenever and wherever occurring, of any mine, bomb, shell, grenade, or other projectile, missile, munition, or explosive of war, shall be deemed to be a consequence of the said special risks.

Increased Costs arising from Special Risks 65.5 Save to the extent that the Contractor is entitled to payment under any other provision of the Contract, the Employer shall repay to the Contractor any costs of the execution of the Works (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause 39 prior to the occurrence of any special risk) which are howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this Clause hereinafter contained in regard to outbreak of war, but the Contractor shall, as soon as any such cost comes to his knowledge, forthwith notify the Engineer thereof. The Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of the Contractor's costs in respect thereof which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Employer.

Outbreak of War 65.6 If, during the currency of the Contract, there is an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavours to complete the execution of the Works. Provided that the Employer shall be entitled, at any time after such outbreak of war, to terminate the Contract by giving notice to the Contractor and, upon such notice being given, the Contract shall, except as to the rights of the parties under this Clause and Clause 67, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

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Removal of Contractor's Equipment on Termination **65.7** If the Contract is terminated under the provisions of Sub-Clause 65.6, the Contractor shall, with all reasonable dispatch, remove from the Site all Contractor's Equipment and shall give similar facilities to his Subcontractors to do so.

Payment if Contract Terminated **65.8** If the Contract is terminated as aforesaid, the Contractor shall be paid by the Employer, insofar as such amounts or items have not already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

(a) the amounts payable in respect of any preliminary items referred to in the Bill of Quantities, so far as the work or service comprised therein has been carried out or performed, and a proper proportion of any such items which have been partially carried out or performed;

(b) the cost of materials, Plant or goods reasonably ordered for the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials, Plant or goods becoming the property of the Employer upon such payments being made by him;

(c) a sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works insofar as such expenditure has not been covered by any other payments referred to in this Sub-Clause;

(d) any additional sum payable under the provisions of Sub-Clauses 65.3 and 65.5;

(e) such proportion of the cost as may be reasonable, taking into account payments made or to be made for work executed, of removal of Contractor's Equipment under Sub-Clause 65.7 and, if required by the Contractor, return thereof to the Contractor's main plant yard in his country of registration or to other destination, at no greater cost; and

(f) the reasonable cost of repatriation of all the Contractor's staff and workmen employed on or in connection with the Works at the time of such termination.

Provided that against any payment due from the Employer under this Sub-Clause, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of Contractor's Equipment, materials and Plant and any other sums which, at the date of termination, were recoverable by the Employer from the Contractor under the terms of the Contract. Any sums payable under this Sub-Clause shall, after due consultation with the Employer and the Contractor, be determined by the Engineer who shall notify the Contractor accordingly, with a copy to the Employer.

Release from Performance

Payment in Event of Release from Performance **66.1** If any circumstance outside the control of both parties arises after the issue of the Letter of Acceptance which renders it impossible or unlawful for either or both parties to fulfil his or their contractual obligations, or under the law governing the Contract the parties are released from further performance, then the parties shall be discharged from the Contract, except as to their rights under this Clause and Clause 67 and without prejudice to the rights of either party in respect of any antecedent breach of the Contract, and the sum payable by the Employer to the Contractor in respect of the work executed shall be the same as that which would have been payable under Clause 65 if the Contract had been terminated under the provisions of Clause 65.

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Settlement of Disputes

Engineer's Decision **67.1** If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, 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 eighty-fourth day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works 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 amicable settlement or an arbitral award.

If either the Employer or the Contractor be dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the eighty-fourth day after the day on which he received the reference, then either the Employer or the Contractor may, on or before the seventieth day after the day on which he received notice of such decision, or on or before the seventieth day after the day on which the said period of 84 days expired, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 67.4, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the seventieth day after the day on which the parties received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Employer and the Contractor.

Amicable Settlement **67.2** Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 67.1, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

Arbitration **67.3** Any dispute in respect of which:

(a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 67.1, and

(b) amicable settlement has not been reached within the period stated in Sub-Clause 67.2,

shall be finally settled, unless otherwise specified in the Contract, under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under such Rules. The said arbitrator/s shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute.

Neither party shall be limited in the proceedings before such arbitrator/s to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision pursuant to Sub-Clause 67.1. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator/s on any matter whatsoever relevant to the dispute.

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Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.

Failure to Comply with Engineer's Decision **67.4** Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 67.1 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 67.3. The provisions of Sub-Clauses 67.1 and 67.2 shall not apply to any such reference.

Notices

Notice to Contractor **68.1** All certificates, notices or instructions to be given to the Contractor by the Employer or the Engineer under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose.

Notice to Employer and Engineer **68.2** Any notice to be given to the Employer or to the Engineer under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission to or left at the respective addresses nominated for that purpose in Part II of these Conditions.

Change of Address **68.3** Either party may change a nominated address to another address in the country where the Works are being executed by prior notice to the other party, with a copy to the Engineer, and the Engineer may do so by prior notice to both parties.

Default of Employer

Default of Employer **69.1** In the event of the Employer:

(a) failing to pay to the Contractor the amount due under any certificate of the Engineer within 28 days after the expiry of the time stated in Sub-Clause 60.10 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract,

(b) interfering with or obstructing or refusing any required approval to the issue of any such certificate,

(c) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or

(d) giving notice to the Contractor that for unforeseen economic reasons it is impossible for him to continue to meet his contractual obligations,

the Contractor shall be entitled to terminate his employment under the Contract by giving notice to the Employer, with a copy to the Engineer. Such termination shall take effect 14 days after the giving of the notice.

Removal of Contractor's Equipment **69.2** Upon the expiry of the 14 days' notice referred to in Sub-Clause 69.1, the Contractor shall, notwithstanding the provisions of Sub-Clause 54.1, with all reasonable despatch, remove from the Site all Contractor's Equipment brought by him thereon.

Payment on Termination **69.3** In the event of such termination the Employer shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of Clause 65, but, in addition to the payments specified in Sub-Clause 65.8, the Employer shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination.

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Contractor's Entitlement to Suspend Work **69.4** Without prejudice to the Contractor's entitlement to interest under Sub-Clause 60.10 and to terminate under Sub-Clause 69.1, the Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer within 28 days after the expiry of the time stated in Sub-Clause 60.10 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days' prior notice to the Employer, with a copy to the Engineer, suspend work or reduce the rate of work.

If the Contractor suspends work or reduces the rate of work in accordance with the provisions of this Sub-Clause and thereby suffers delay or incurs costs the Engineer shall, after due consultation with the Employer and the Contractor, determine:

(a) any extension of time to which the Contractor is entitled under Clause 44, and

(b) the amount of such costs, which shall be added to the Contract Price,

and shall notify the Contractor accordingly, with a copy to the Employer.

Resumption of Work **69.5** Where the Contractor suspends work or reduces the rate of work, having given notice in accordance with Sub-Clause 69.4, and the Employer subsequently pays the amount due, including interest pursuant to Sub-Clause 60.10, the Contractor's entitlement under Sub-Clause 69.1 shall, if notice of termination has not been given, lapse and the Contractor shall resume normal working as soon as is reasonably possible.

Changes in Cost and Legislation

Increase or Decrease of Cost **70.1** There shall be added to or deducted from the Contract Price such sums in respect of rise or fall in the cost of labour and/or materials or any other matters affecting the cost of the execution of the Works as may be determined in accordance with Part II of these Conditions.

Subsequent Legislation **70.2** If, after the date 28 days prior to the latest date for submission of tenders for the Contract there occur in the country in which the Works are being or are to be executed changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor, other than under Sub-Clause 70.1, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price- and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

Currency and Rates of Exchange

Currency Restrictions **71.1** If, after the date 28 days prior to the latest date for submission of tenders for the Contract, the Government or authorised agency of the Government of the country in which the Works are being or are to be executed imposes currency restrictions and/or transfer of currency restrictions in relation to the currency or currencies in which the Contract Price is to be paid, the Employer shall reimburse any loss or damage to the Contractor arising therefrom, without prejudice to the right of the Contractor to exercise any other rights or remedies to which he is entitled in such event.

Rates of Exchange **72.1** Where the Contract provides for payment in whole or in part to be made to the Contractor in foreign currency or currencies, such payment shall not be subject to variations in the rate or rates of exchange between such specified foreign currency or currencies and the currency of the country in which the Works are to be executed.

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Currency Proportions 72.2 Where the Employer has required the Tender to be expressed in a single currency but with payment to be made in more than one currency and the Contractor has stated the proportions or amounts of other currency or currencies in which he requires payment to be made, the rate or rates of exchange applicable for calculating the payment of such proportions or amounts shall, unless otherwise stated in Part II of these Conditions, be those prevailing, as determined by the Central Bank of the country in which the Works are to be executed, on the date 28 days prior to the latest date for the submission of tenders for the Contract, as has been notified to the Contractor by the Employer prior to the submission of tenders or as provided for in the Tender.

Currencies of Payment for Provisional Sums 72.3 Where the Contract provides for payment in more than one currency, the proportions or amounts to be paid in foreign currencies in respect of Provisional Sums shall be determined in accordance with the principles set forth in Sub-Clauses 72.1 and 72.2 as and when these sums are utilised in whole or in part in accordance with the provisions of Clauses 58 and 59.

REFERENCE TO PART II

As stated in the Foreword at the beginning of this document, the FIDIC Conditions comprise both Part I and Part II. Certain Clauses, namely Sub-Clauses 1.1 paragraph (a) (i) and (iv), 5.1 (part), 14.1, 14.3, 68.2 and 70.1 must include additional wording in Part II for the Conditions to be complete. Other Clauses may require additional wording to supplement Part I or to cover particular circumstances or the type of work (dredging is an example).

Part II Conditions of Particular Application with guidelines for the preparation of Part II are printed in a separately bound document.

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PART I – GENERAL CONDITIONS

Index

	Clause
Access to Site	42.1
Access to Works, Engineer	37.1
Access, Contractor to Satisfy Himself	11.1
Accident or Injury to Workmen – Insurance Against	24.2
Accident or Injury to Workmen – Liability for	24.1
Address, Change of	68.3
Adequacy of Insurance	25.2
Adjustment of Contract Price if Variations Exceed 15 per cent of Tender Sum	52.3
Agreement	9.1
Alterations, Additions and Omissions	51. & 52.
Ambiguities in Contract Documents	5.2
Amicable Settlement of Disputes	67.2
Appointment of Assistants to Engineer	2.4
Approval by the Engineer	7.3
Approval of Materials not Implied	54.8
Approval Only by Defects Liability Certificate	61.1
Arbitration	67.3
Assignment of Contract	3.1
Avoidance of Damage to Roads	30.1
Bills of Quantities – Estimated Only	55.1
Boreholes and Exploratory Excavation	18.1
Breakdown of Lump Sum Items	57.2
Care of Works	20.1
Cash Flow Estimate to be Submitted	14.3
Certificate, Final Payment	60.8
Certificates and Payment, Monthly Statements	60.1
Certificates, Correction of	60.4
Certificate, Taking-Over	48.1
Certification of Completion of Works	48.1
Certification of Completion of Sections or Parts	48.2
Cessation of Employer's Liability	60.9
Change of Address, Notice of	68.3
Claims, Contemporary Records	53.2
Claims, Notice of	53.1
Claims, Payment of	53.5
Claims, Substantiation of	53.3
Claims Under Performance Security	10.3
Clearance of Site on Completion	33.1
Commencement of Works	41.1
Completion of Works, Time for	43.1
Completion of Works, Time for, Extension of	44.1
Completion, Statement at	60.5
Compliance with Insurance Policy Conditions	25.4
Compliance with Statutes and Regulations	26.1
Contemporary Records for Claims	53.2
Contract Agreement	9.1
Contractor Not Relieved of Duties or Responsibilities	14.4
Contractor's Employees	16.1
Contractor's Employees, Engineer at Liberty to Object	16.2
Contractor's Entitlement to Suspend Work for Employer's Default	69.4
Contractor's Equipment, Conditions of Hire	54.5
Contractor's Equipment, Employer not Liable for Damage	54.2

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Index

	Clause
Contractor's Equipment, Insurance of	21.1
Contractor's Equipment, Reference in Subcontracts	54.7
Contractor's Equipment, Temporary Works and Materials; Exclusive Use for the Works	54.1
Contractor's Equipment, Transport of	30.2
Contractor's Failure to Carry Out Instructions	49.4
Contractor's Failure to Insure, Remedy	25.3
Contractor's General Responsibilities	8.1
Contractor's Superintendence	15.1
Contractor to Keep Site Clear	32.1
Contractor to Search	50.1
Correction of Certificates	60.4
Cost of Remedying Defects	49.3
Cost of Samples	36.2
Cost of Tests	36.3
Cost of Tests not Provided for	36.4
Covering up Work, Examination Before	38.1
Cross Liabilities	23.3
Currencies of Payment for Provisional Sums	72.3
Currencies, Rates of Exchange	72.1
Currency Restrictions	71.1
Custody and Supply of Drawings and Documents	6.1
Customs Clearance	54.3
Damage to Persons and Property	22.1
Damage to Roads, Avoidance of	30.1
Damage to Works, Special Risks	65.3
Damages, Liquidated	47.1
Dates for Inspection and Testing	37.3
Daywork	52.4
Decrease or Increase of Costs	70.1
Default of Contractor in Compliance with Instructions on Improper Work	39.2
Default of Contractor, Remedies for	63.1
Default of Employer	69.1
Defective Materials and Work	39.1
Defects, Contractor to Search for, if Required	50.1
Defects, Cost of Remedying	49.3
Defects Liability Certificate	62.1
Defects Liability Period	49.1
Defects, Remedying of	49.2
Definitions	1.1
Delay, Liquidated Damages for	47.1
Delays and Cost of Delay of Drawings	6.4
Design by Nominated Subcontractors	59.3
Discharge	60.7
Discrepancies in Documents	5.2
Dismissal of Contractor's Employees	16.2
Disorderly Conduct, etc.	34.1
Disputes, Engineer's Decision	67.1
Disruption of Progress	6.3
Documents Mutually Explanatory	5.2
Drawings	6 & 7
Drawings and Documents – Custody and Supply of	6.1
Drawings and Instructions – Supplementary	7.1
Drawings, Copy to be Kept on Site	6.2
Drawings, Delays and Cost of Delay of Drawings	6.4
Drawings, Failure by Contractor to Submit	6.5
Employer not Liable for Damage to Contractor's Equipment etc.	54.2

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Index

	Clause
Employer's Liability, Cessation of	60.9
Employer's Responsibilities	19.2
Employer's Risks	20.4
Engagement of Staff and Labour	34.1
Engineer's Authority to Delegate	2.3
Engineer's Determination Where Tests not Provided for	36.5
Engineer's Duties and Authority	2.1
Engineer to Act Impartially	2.6
Environment – Protection of	19.1
Errors in Setting Out	17.1
Evidence and Terms of Insurance	25.1
Examination of Work before Covering Up	38.1
Exceptions	22.2
Exchange, Rates of	72.1
Exclusions	21.4
Extension of Time, due to Employer's Failure to give Possession of Site	42.2
Extension of Time for Completion	44.1
Extension of Time for Completion, Contractor's Claim	44.2
Extension of Time for Completion, Engineer's Determination	44.3
Extraordinary Traffic	30.
Facilities for Other Contractors	31.2
Facilities – Rights of Way and	42.3
Failure by Contractor to Submit Drawings	6.5
Failure to Comply with Claims Procedure	53.4
Failure to Comply with Engineer's Decision	67.4
Failure to Give Possession of Site	42.2
Faulty Work, Removal of	39.1
Fees and Notices	26.1
Fencing, Watching, Lighting, etc.	19.1
Final Payment Certificate	60.8
Final Statement	60.6
Foreign Currencies, Payment in	72.
Fossils	27.1
Foundations, Examination of	38.1
General Responsibilities of Contractor	8.1
Giving of Notices – Payment of Fees	26.1
Headings and Marginal Notes	1.2
Improper Work and Materials, Removal of	39.1
Increase or Decrease of Costs	70.1
Indemnity by Contract	22.1 & 24.1
Indemnity by Employer	22.3
Independent Inspection	37.5
Injury to Persons – Damage to Property	22.1
Injury to Workmen	24.1
Inspection and Testing	37.2
Inspection and Testing, Dates for	37.3
Inspection of Foundations, etc.	38.1
Inspection of Operations	37.1
Inspection of Site by Contractor	11.1
Instructions for Variations	51.2
Instructions in Writing	2.5
Instructions, Supplementary	7.1
Insurance, Adequacy of	25.2

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Index

	Clause
Insurance, Evidence and Terms of	25.1
Insurance, Minimum Amount of	23.2
Insurance of Works and Contractor's Equipment	21.1
Insurance, Remedy on Failure to Insure	25.3
Insurance, Responsibility for Amounts not Recovered	21.3
Insurance, Scope of Cover	21.2
Insurance, Third Party	23.1
Insurance, Workmen	24.2
Interference with Traffic and Adjoining Properties	29.1
Interim Determination of Extension	44.3
Interpretations	1.3
Labour, Engagement of	34.1
Language/s and Law	5.1
Law to which Contract Subject	5.1
Legislation, Subsequent	70.2
Lighting, Fencing, Watching, etc.	19.1
Liquidated Damages for Delay	47.1
Liquidated Damages, Reduction of	47.2
Loss or Damage due to Employer's Risks	20.3
Loss or Damage – Responsibility to Rectify	20.2
Lump Sum Items – Breakdown of	57.2
Materials and Plant, Transport of	30.3
Materials – Approval of, etc, not Implied	54.8
Materials, Improper – Removal of	39.1
Materials, Quality of	36.1
Materials, Supply of	8.1
Measurement by Engineer	56.1
Measurement, Method of	57.1
Measurement, Quantities Estimated Only	55.1
Methods of Construction	8.2
Minimum Amount of Insurance	23.2
Monthly Payments	60.2
Nominated Subcontractors, Certifcation of Payments to	59.5
Nominated Subcontractors, Definition	59.1
Nominated Subcontractors, Design by	59.3
Nominated Subcontractors, Objection to Nomination	59.2
Nominated Subcontractors, Payment to	59.4
Not Foreseeable Physical Obstructions or Conditions	12.2
Notice of Claims	53.1
Notices and Fees, Payment of	26.1
Notices, Consents and Approvals	1.5
Notice to Contractor	68.1
Notice to Employer and Engineer	68.2
Objections to Contractor's Employees	16.2
Obstructions or Conditions – Not Foreseeable Physical	12.2
Omissions, Alterations and Additions	59.
Openings, Uncovering and making	38.2
Operations, Inspection of	37.1
Order of Work, Contractor to Furnish Programme	14.1
Other Contractors, Opportunities for	31.1
Patent Rights	28.1
Payment if Contract Terminated for Contractor's Default	63.3
Payment if Contract Terminated for Employer's Default	69.3
Payment of Claims	53.5

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PUBLIC PROCUREMENT REGULATORY AUTHORITY EPADS

BIDDER **EMPLOYER**

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

Index

	Clause
Payment, Time for	60.10
Performance Security	10.1
Performance Security – Claims Under	10.3
Performance Security – Period of Validity	10.2
Period of Defects Liability	49.1
Permanent Works Designed by Contractor	7.2
Physical Obstructions or Conditions – Not Foreseeable	12.2
Physical Obstructions or Conditions – Engineer's Determination	12.3
Plant and Materials, Transport of	30.3
Plant, Conditions of Hire	54.5
Plant, Customs Clearance	54.3
Plant, Employer not Liable for damage to	54.2
Plant, etc. – Exclusive Use for the Works	54.1
Plant, Quality of	36.1
Plant, Re-export of	54.4
Plant, Removal of	39.1
Policy of Insurance – Compliance with Conditions	25.4
Possession of Site	42.1
Possession of Site, Failure to Give	42.2
Power of Engineer to Fix Rates	52.2
Priority of Contract Documents	5.2
Programme to be Submitted	14.1
Progress – Disruption of	6.3
Progress – Rate of	46.1
Protection of Environment	19.1
Provision to Indemnify Contractor	22.3
Provision to Indemnify Employer	22.2
Provisional Sums, Currencies of Payment	72.3
Provisional Sums, Definition	58.1
Provisional Sums, Production of Vouchers	58.3
Provisional Sums, Use of	58.2
Quality of Materials and Workmanship	36.1
Quantities	55.1
Rate of Progress	46.1
Rates of Exchange	72.1
Rates, Power of Engineer to Fix	52.2
Rectification of Loss or Damage	20.2
Reduction of Liquidated Damages	47.2
Re-export of Plant	54.4
Regulations, Statutes, etc., Compliance with	26.1
Rejection	37.4
Release from Performance	66.1
Remedies for Default of Contractor	63.1
Remedying of Defects	49.2
Remedying of Defects, Cost of	49.3
Remedy on Contractor's Failure to Insure	25.3
Removal of Contractor's Employees	16.2
Removal of Contractor's Equipment	69.2
Removal of Improper Work, Materials or Plant	39.1
Removal of Plant, etc.	65.7
Responsibility to Rectify Loss or Damage	20.2
Responsibility Unaffected by Approval	7.3
Restriction on Working Hours	45.1
Resumption of Work	69.5
Retention Money, Payment of	60.3
Returns of Labour and Contractor's Equipment	35.1

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Index

	Clause
Revised Programme	14.2
Rights of Way and Facilities	42.3
Risks, Employer's	20.4
Risks, Special	65.
Roads, etc., - Damage by Extraordinary Traffic	30.1
Roads, Interference with Access to	29.1
Royalties	28.2
Safety, Security and Protection of the Environment	19.1
Samples, Cost of	36.2
Security, Safety and Protection of the Environment	19.1
Setting-Out	17.1
Singular and Plural	1.4
Site, Clearance on Completion	33.1
Site, Contractor to Keep Clear	32.1
Site, Inspection of by Contractor	11.1
Site Operations and Methods of Construction	8.2
Site, Possession of	42.1
Special Risks	65.
Staff, Engagement of	34.1
Statement at Completion	60.5
Statement, Final	60.6
Statutes, Regulations, etc. - Compliance with	26.1
Subcontracting	4.1
Subcontractors, Nominated	59.
Subcontractors, Responsibility of the Contractor for Acts and Default of	4.1
Subsequent Legislation	70.2
Substantial Completion of Sections or Parts	48.3
Sufficiency of Tender	12.1
Supply of Plant, Materials and Labour	8.1
Surfaces Requiring Reinstatement	48.4
Suspension, Engineer's Determination	40.2
Suspension lasting more than 84 days	40.3
Suspension of Work	40.1
Taking Over Certificate	48.1
Taking Over of Sections or Parts	48.2
Tender Documents	11.1
Tender, Sufficiency of	12.1
Termination of Contract by Employer	63.1
Termination of Contract by Employer, Assignment of Benefit	63.4
Terms of Insurance	25.1
Tests, Cost of	36.3
Tests not Provided for - Cost of	36.4
Third Party Insurance	23.1
Time for Completion	43.1
Time for Completion, Extension of	44.1
Time for Payment	60.10
Traffic, Extraordinary	30.1
Traffic, Interference with	29.1
Traffic, Waterborne	30.4
Transport of Contractor's Equipment and Temporary Works	30.2
Transport of Materials and Plant	30.3
Uncovering Work and Making Openings	38.2
Unfulfilled Obligations	62.2
Urgent Remedial Work	64.1

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

BIDDER **EMPLOYER**

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Index

	Clause
Valuation at Date of Termination by the Employer	63.2
Variations	51.1
Variations, Daywork Basis	52.4
Variations, Exceeding 15 per cent	52.3
Variations, Instructions for	51.2
Variations, Power of the Engineer to Fix Rates	52.2
Variations, Valuation of	51.3
Vouchers, Production of	58.3
War, Outbreak of	20.4
Watching and Lighting, etc.	19.1
Waterborne Traffic	30.4
Work, Examination of Before Covering Up	38.1
Work, Improper, Removal of	39.1
Working Hours, Restriction of	45.1
Workmanship, Quality of	36.1
Workmen, Accident or Injury to	24.1
Works, Care of	20.1
Works, Completion of (Defects Liability Certificate)	62.1
Works, Commencement of	41.1
Works, Insurance of	21.1
Works, Remedying of Defects	49.2
Works, Time for Completion of	43.1
Works to be Measured	56.1
Work, Suspension of	40.1
Work to be in Accordance with the Contract	13.1

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

BIDDER **EMPLOYER**

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EDITORIAL AMENDMENTS IN 1988

Following publication of the Fourth Edition in 1987 of the Conditions of Contract for Works of Civil Engineering Construction, a number of editorial amendments were agreed by FIDIC. The amendments were incorporated during a 1988 reprinting and the list below clarifies the differences between the 1988 reprint and the original document.

Foreword		The last sentence of the first paragraph previously read "The Conditions are equally suitable for use on domestic contracts. "
Page	**6**	Sub-Clause 10.1. A comma has been inserted after the word "Contract" in the second line. The third sentence previously read "Such security shall be in such form as may be agreed between the Employer and the Contractor."
Page	**11**	Sub-Clause 22.1 (b) was previously one complete paragraph, ie there was no space between the words " . . . other than the Works), " and the remainder of the Sub-Clause.
Page	**15**	Sub-Clause 31.2 (c) was previously one complete paragraph, ie there was no space between the words "... nature for any such," and the remainder of the Sub-Clause.
Page	**20**	Sub-Clause 44.3. The penultimate sentence was previously, "In both such cases the Engineer shall notify the Contractor accordingly, with a copy to the Employer. "
Page	**21**	Sub-Clause 49.1 (a). The word "substantial" has been deleted.
Page	**29**	Sub-Clause 60.3 (b) was previously two paragraphs, the second beginning with the words "Provided also that if at such time . . ."
Page	**30**	Sub-Clause 60.5. The word "The" has been inserted at the beginning of the final paragraph.
Page	**35**	Sub-Clause 67.1. In the eighth line of the third paragraph, a comma has been inserted after the word "provided". In the second line of the fourth paragraph, the word "notice" replaces the word "notification".
Page	**38**	Reference to Part II. In the third line, the words "and (iv)" have been inserted after paragraph (a) (i).
Tender		
Item	**3.**	The word "Works" has been capitalised.
Agreement		
Line	**4**	Inverted commas have been inserted following the words "the Employer."
Line	**6**	Inverted commas have been inserted before the word "the" instead of before the word "Contractor."
Line	**8**	The word "Contractor" has been capitalised.
Line	**9**	The words "Tender by the Contractor" were previously "Tender by Contractor. "
Line	**11**	The word "Agreement" has been capitalised.
Last lines		The Agreement previously ended with the words "Binding Signature of Employer" and "Binding Signature of Contractor".

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FURTHER AMENDMENTS IN 1992

The following amendments have been made to the 1988 Reprint of the Fourth Edition of the Conditions of Contract for Works of Civil Engineering Construction. The amendments of the 1988 Reprint are shown on the previous page. In addition, some minor changes in the use of punctuation marks (commas, semicolons, colons and stops), as well as the use of the words "or" and "and" have been introduced to attain uniformity in the style of all Clauses. These minor changes which improve the style, but which have no effect on the meaning of Clauses, have not been listed below.

FOREWORD The eighth paragraph previously referred to the anticipated publication of the "Guide to the Use of FIDIC Conditions of Contract for Works of Civil Engineering Construction".

Page 2 Sub-Clause 1.1, sub-para (e). Definitions (iii) "Interim Payment Certificate" and (iv) "Final Payment Certificate" have been added.

Page 6 Sub-Clause 8.1. Second paragraph has been added.

Page 7 Sub-Clause 12.2. Marginal note. The word "Adverse" has been changed to read "Not Foreseeable" (also amended in the Contents and the Index).

Page 8 Sub-Clause 13.1. Last sentence has been shortened by deleting the words "or, subject to the provisions of Clause 2, from the Engineer's Representative.", and adding the words "(or his delegate).".

Sub-Clause 15.1, para 1. Last sentence has been shortened by placing a full stop after the word "Engineer", deleting the words " or subject to the provisions of Clause 2, the Engineer's Representative."

Page 10 Sub-Clause 21.1, sub-para (a). The words "(the term "cost" in this context shall include profit)" have been added.

Page 11 Sub-Clause 21.4, sub-para (a). The word "where" has been corrected to read "whether".

Page 18 Sub-Clause 40.3. The word "written" has been deleted at the end of the first line.

Page 19 Sub-Clause 42.3. The word "wayleaves" has been changed to read "rights of way" in the text and marginal note (also amended in the Contents and the Index).

Page 29 Sub-Clause 60.1, sub-para (c). The words "or otherwise" have been added at the end

Sub-Clause 60.2. The words "certify to the Employer" have been changed to read "deliver to the Employer an Interim Payment Certificate stating", the word "thereof" has been changed to read "of such statement" and the word "he" has been changed to read "the Engineer". Sub-para (b). The words "Interim Certificates" have been changed to read "Interim Payment Certificates".

Sub-Clause 60.3, sub-para (b). In the eighth line, the word "ordered" has been changed to read "instructed".

Sub-Clause 60.4. The words "interim certificate" in the first and fourth lines, and the word "certificate" in the second line, have been changed to read "Interim Payment Certificate".

Page 30 Sub-Clause 60.5. In the second line, after the word "Engineer", the words "six copies of" have been added.

Sub-Clause 60.6. In the second line, after the word "consideration", the words "six copies of" have been added. Sub-para (b). The words "or otherwise" have been added at the end. At the end of the sub-clause, the final paragraph has been added.

Sub-Clause 60.7 and Sub-Clause 60.8 (text and marginal note). The words "Final Certificate" have been changed to read "Final Payment Certificate" (also amended in the Contents and the Index).

Sub-Clause 60.8 (a). The words "or otherwise" have been added. Sub-Clause 60.8 (b). The words "under the Contract other than Clause 47" have been changed to read "other than under Clause 47".
Sub-Clause 60.10. In the first and fourth lines, the words "interim certificate" have

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Page	**31**	been changed to read "Interim Payment Certificate". In the fifth and sixth lines, the words "Final Certificate" have been changed to read "Final Payment Certificate". The words "or otherwise" have been added at the end.
Page	**33**	Sub-Clause 65.6. In the ninth line, the words "and to the operation of Clause 67" have been changed to read "and Clause 67".
Page	**34**	Sub-Clause 66.1. In the second line the word "party" has been changed to read "or both parties", in the third line between the words "his" and "contractual" the words "or their" have been added. In the fourth line after the word "then", the words "the parties shall be discharged from the Contract, except as to their rights under this Clause and Clause 67 and without prejudice to the rights of either party in respect of any antecedent breach of the Contract, and " have been added.
Page	**35**	Sub-Clause 67.2. The words "arbitration of such dispute shall not be commenced unless an attempt has first been made by the parties to settle such dispute amicably" have been changed to read " the parties shall attempt to settle such dispute amicably before the commencement of arbitration." The words "whether or not any attempt at amicable settlement thereof has been made" have been changed to read "even if no attempt at amicable settlement thereof has been made".
Page	**37**	Sub-Clause 69.1, Sub-para (d). The words "unforseen reasons, due to economic dislocation" have been changed to read "unforseen economic reasons".
		Sub-Clause 69.4. In the second line of the second paragraph, the word "cost" has been changed to read "costs".
Page	**38**	REFERENCE TO PART II. In the third line, the words "5.1 part" have been changed to read "5.1 (part)".
TENDER		Paragraph 1. In the last line, the word "sums" has been changed to read "sum".
Appendix		In the ninth line, the words "and Plant" have been added. In the twelth line, the word "Payment" has been added. In the thirteenth line, the words "per annum" have been added.
EDITORIAL AMENDMENTS		For page 35, after the words "Sub-Clause 67.1" the first sentence has been inserted.

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PART II

PARTICULAR CONDITIONS OF CONTRACT

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BIDDER **EMPLOYER**

TABLE OF CONTENTS

PART II - PARTICULAR CONDITIONS OF CONTRACT

Clause	Title	Page
1.1	Definitions	PCC-1
2.1	Engineer's Duties and Authority	PCC-1
2.2	Engineer's Representative	PCC-2
2.7	Engineer Not Liable	PCC-3
2.8	Replacement of the Engineer	PCC-3
5.1	Language(s) and Law	PCC-3
5.2	Priority of Contract Documents	PCC-3
6.6	Shop Drawings	PCC-4
6.7	As-Built Drawings	PCC-4
9.1	Contract Agreement	PCC-4
10.1	Performance Guarantee	PCC-4
10.4	Performance Guarantee Binding on Variations and Changes	PCC-4
14.1	Programme to be Submitted	PCC-5
14.3	Cash Flow Estimate to be Submitted	PCC-5
14.5	Detailed Programme and Monthly Progress Report	PCC-5
15.2	Language Ability of Contractor's Representative	PCC-5
15.3	Contractor's Representative	PCC-6
16.3	Language Ability of Superintending Staff of Contractor	PCC-6
16.4	Employment of Local Personnel	PCC-6
19.3	Safety Precautions	PCC-6
19.4	Lighting Works at Night	PCC-6
20.4	Employer's Risks	PCC-7
21.4	Exclusions	PCC-7
25.5	Insurance Company	PCC-7
31.3	Co-operation with Other Contractors	PCC-8
34.2	Rates of Wages and Conditions of Labour	PCC-8
34.3	Employment of Persons in the Service of Others	PCC-8
34.4	Housing for Labour	PCC-8
34.5	Health and Safety	PCC-8
34.6	Epidemics	PCC-8
34.7	Supply of Water	PCC-9
34.8	Alcoholic Liquor or Drugs	PCC-9
34.9	Arms and Ammunition	PCC-9
34.10	Festivals and Religious Customs	PCC-9
34.11	Disorderly Conduct	PCC-9
34.12	Compliance by Subcontractors	PCC-9
35.2	Records of Safety and Health	PCC-9
35.3	Reporting of Accidents	PCC-9
36.6	Use of Pakistani Materials and Services	PCC-10
41.1	Commencement of Works	PCC-10
43.1	Time for Completion	PCC-10

BIDDER **EMPLOYER**

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TABLE OF CONTENTS
PART II - PARTICULAR CONDITIONS OF CONTRACT

Clause	Title	Page
44.1	Extension of Time for Completion	PCC-10
47.3	Bonus for Early Completion of Works	PCC-10
48.2	Taking Over of Sections or Parts	PCC-10
51.2	Instructions for Variations	PCC-10
52.1	Valuation of Variations	PCC-10
53.4	Failure to Comply	PCC-11
54.3	Customs Clearance	PCC-11
54.5	Conditions of Hire of Contractor's Equipment	PCC-11
58.1	Provisional Sum	PCC-11
59.4	Payments to Nominated Sub-contractors	PCC-11
59.5	Certification of Payment to Nominated Subcontractors	PCC-11
60.1	Monthly Statements	PCC-12
60.2	Monthly Payments	PCC-12
60.10	Time for Payment	PCC-12
60.11	Financial Assistance to Contractor	PCC-12
63.1	Default of Contractor	PCC-13
65.2	Special Risks	PCC-13
65.6	Out Break of War	PCC-13
67.3	Arbitration	PCC-13
68.1	Notice to Contractor	PCC-13
68.2	Notice to Employer and Engineer	PCC-13
70.1	Increase or Decrease of Cost	PCC-14
73.1	Payment of Income Tax	PCC-14
74.1	Integrity Pact	PCC-14
75.1	Termination of Contract for Employer's Convenience	PCC-14
76.1	Liability of Contractor	PCC-15
77.1	Joint and Several Liability	PCC-15
78.1	Details to be Confidential	PCC-15

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PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

(a) (i) **The Employer** is:

Divisional superintendent
Pakistan Railways Multan.
Phone + 061-9200926

(Hereinafter called the "Employer" which expression shall include the successors legal representatives and permitted assignees)

(a) (ii) **The Employer's** Representatives will be:

1. Divisional Engineer-III, Pakistan Railways, Multan.

(a) (iv) **The Engineer** will be as appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/ recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

The following is added at the end of the paragraph:

(b)(v) The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) **"Programme"** means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

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Any action under Clause 10 "Performance Guarantee" and Clauses 21, 23, 24 &

(i) 25 "Insurance" of sorts.

(ii) Any action under Clause 40 "Suspension".

(iii) Any action under Clause 44 "Extension of Time for Completion".

(iv) Any action under Clause 47 "Liquidated Damages for Delay"

(v) Issuance of "Taking Over Certificate" under Clause 48.

(vi) Issuing a Variation Order under Clause 51,except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(vii) Fixing rates or prices under Clause 52.

(viii) Extra payment as a result of Contractor's claims under Clause 53.

(ix) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(x) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xi) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xii) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.).

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2.2 Engineer's Representative

The following paragraph is added:

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

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

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

2.8 Replacement of the Engineer

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

5.1 Language(s) and Law

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

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

1) The Contract Agreement (if completed);
2) The Letter of Acceptance;
3) The completed Forms of Bid;
4) Addenda(s) if any;
5) Special Stipulations (Appendix-A to Bid);
6) The Particular Conditions of Contract, Part-II;
7) The General Conditions of Contract, Part-I;
8) The Specification - Special Provisions
9) The priced Bill of Quantities (Appendix-D to Bid);
10) The completed Appendices to Bid (B, C, E to M);
11) The Drawings;
12) The Specifications- Technical Provisions

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

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

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

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

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Employer 6 copies and one reproducible of all drawings amended to conform with the Works as built duly signed by the Engineer's Representative. The price of such Drawings shall be deemed to be included in the Contract Price.

9.1 Contract Agreement

Sub – clause 9.1 is deleted and replaced as below:

The Contractor shall enter into a Contract Agreement with the Employer within 07 Calendar days after the receipt of Letter of Acceptance and shall provide 2-copies of the contract documents in bound form which shall be enclosed with the Performance Guarantee, Insurance Policies/ Bonds and other Bond/ Guarantee/ Sureties prepared and completed at the cost of the Contractor.

10.1 Performance Guarantee

The text is deleted and substituted with the following:

The Contractor shall provide Performance Guarantee the Employer in the prescribed form annexed to these Conditions. The said Guarantee shall be furnished or caused to be furnished by the Contractor within 07 days after the receipt of the Letter of Acceptance. The Performance Guarantee shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance against Unconditional Bank Guarantee from Scheduled Bank in Pakistan or CDR. The Performance guarantee shall be valid for period one month beyond the completion period. In case the completion period extended the Contractor shall extend the performance guarantee accordingly.

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

The following Sub-Clause10.4 is added:

10.4 Performance Guarantee Binding on Variations and Changes

The Performance Guarantee shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

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14.1 Programme to be Submitted

The programme shall be submitted within 1 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

i) Project Monitoring & Evaluation using Primavera

14.3 Cash Flow Estimate to be Submitted

Clause deleted

The following Sub-Clause 14.5 is added:

14.5 Detailed Programme and Monthly Progress Report

a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:

(1) Execution of Works;
(2) Labour Employment;
(3) Local Material Procurement;
(4) Material Imports, if any; and
(5) Other details as required by the Engineer.

(b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 6 copies each of Monthly Progress Reports covering:

1) A Construction Schedule indicating the monthly progress in percentage;
2) Description of all work carried out since the last report;
3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
4) Monthly summary of daily job record;
5) Photographs to illustrate progress; and
6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.

(c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

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15.3 Contractor's Representative

The Contractor's authorised representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

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

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within respective District of Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

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

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

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

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20.4 Employer's Risks

The Employer's risks are:
Delete the text and substitute with the following:

(a) insofar as they directly affect the execution of the Works in Pakistan:

(i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
(ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
(iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
(iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
(v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;

(b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;

(c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and

(d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:

(1) could not have reasonably foreseen, or
(2) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
(i) prevent loss or damage to physical property from occurring by taking appropriate measures, or
(ii) insure against.

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) (i) to (iv).

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and rated AA by PACRA.

Costs of such insurances shall be borne by the Contractor.

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The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its Original condition, all to the approval of the Engineer.

34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions**,** provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

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The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

43.1 Time for Completion

Read the entire Clause by replacing the text "Appendix to Tender" wherever appears by "Appendix-A to Bid".

44.1 Extension Time for Completion

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

The Employer, with the recommendations of the Engineer may extend the Time for Completion with or without imposition of Liquidated Damages.

47.3 Bonus for Early Completion of Works

The Contractor shall in case of earlier completion for either whole or part(s) of the Works pursuant to Sub-Clauses 48.1 and 48.2(a) respectively of the General Conditions of Contract, be paid bonus up-to a limit and at a rate prescribed in Appendix-A to Bid "Special Stipulations".

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing" are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:
within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

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53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.3 Customs Clearance

This Sub-Clause is deleted in its entirety.

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

58.1 Provisional Sum

Following text is added at the end of sub clause no. 58.1

a) The Engineer shall determine the rate / cost of item(s) to be executed under provisional sum including the profit, taxes, overheads etc. and submit along with his recommendations to the Client. The Client shall examine the requirement of said items along with rate reasonability and after getting approval of competent authority shall convey to the Engineer accordingly for execution at site.
b) The Client is not bound to procure items under Provisional Sum from the Contractor and if deemed necessary the items under provisional sum can be procured / executed from market or any other Contractor.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments to Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) Submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) Submits to the Engineer reasonable evidence that the nominated

Subcontractor has been notified of the Contractor's entitlement, then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

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60.1 Monthly Statements

In the first line after the word "shall", the following is added:

"On the basis of the joint measurement of work done under Clause 56.1,"

The Para (c) is deleted.

60.2 Monthly Payments

The phrase "Appendix to Tender" wherever appears shall be read as Appendix 'A' to Bid "Special Stipulations".

60.10 Time for Payment

The text is deleted and substituted with the following:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 28 days after such Interim Payment Certificate has been delivered to the Employer or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 56 days after such Final Payment Certificate has been delivered to the Employer. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor interest at the rate as stated in the Appendix 'A' to Bid, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

The following Sub-Clause 60.11 is added:

60.11 Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Employer by adopting the following**:**

a) <u>Mobilization Advance</u>

Clause deleted.

b) <u>Secured Advance on Materials</u>

a) The Contractor shall be entitled to receive from the Employer Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:

(1) The materials are in accordance with the Specifications for the Permanent Works;

(2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;

(3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;

(4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

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(5) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and

(6) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.

(b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

63.1 Default of Contractor

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

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

In case of failure on the part of Contractor to complete the work as per agreement, the agreement will be terminated with forfeiture of Performance guarantee under this contract besides other actions as deemed necessary as per rules/policy in vogue

65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraphs (a) (i) to (a) (v).

65.6 Out Break of War

In Sub-Clause 65.6, delete "in any part of the World" from the second line of the paragraph.

67. 3 Arbitration

In the sixth to eight lines, the text "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

The following paragraph is added:

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

68.1 Notice to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notice to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

Divisional superintendent
Pakistan Railways, Multan.
Phone + 61-9200926

(herein after called the "Employer" which expression shall include the successors, legal representatives and permitted assignees)

b) The Engineer: To be provided after signing of contract agreement.

70.1 Increase or Decrease of Cost

Sub-Clause 2.8 (T.P).1is deleted in its entirety, and substituted with the following:

Price Adjustment is Admissible.

The following Sub-Clauses 73.1, 74.1, 75.1, 76.1, 77.1and 78.1 are added:

73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the Employer shall be entitled to:

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(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;

(b) terminate the Contract; and

(c) Recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

75.1 Termination of Contract for Employer's Convenience

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

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and

(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liability

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

SPECIFICATIONS-
SPECIAL PROVISIONS

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TABLE OF CONTENTS
SPECIFICATIONS SPECIAL PROVISIONS

Clause	Title	Page
1.	GENERAL	SP-1
2.	DESCRIPTION OF PROJECT AND SITE GEOTECHNICS	SP-1
1.	CODES, STANDARDS AND CERTIFICATES	SP-2
4.	MANUFACTURER'S RECOMMENDATIONS	SP-3
5.	UNITS OF MEASUREMENTS	SP-3
6	PLANT, EQUIPMENT AND TOOLS	SP-3
7.	STORAGE & HANDLING FACILITIES	SP-3
8.	TESTS	SP-3
9.	SURVEYING INSTRUMENTS	SP-3
10.	APPROVAL OF MATERIALS AND PLANT	SP-4
11.	BAR BENDING SCHEDULE	SP-5
12.	DRAWINGS	SP-6
13.	PROTECTION OF THE WORKS	SP-8
14.	RESTORATION AND CLEANING	SP-8
15.	SITE LABORATORY	SP-8
16.	SITE OFFICE AND TEMPORARY FACILITIES TO BE PROVIDED BY THE CONTRACTOR	SP-9
17.	CONSTRUCTION PROCEDURES	SP-12
18.	NOTIFICATION TO ENGINEER	SP-12
19.	NIGHT WORK	SP-12
20.	WEATHER	SP-12
21.	CO-ORDINATION WITH OTHER CONTRACTORS	SP-12
22.	ACCIDENT PREVENTION, PROTECTIVE EQUIPMENT	SP-22
23.	SETTING OUT OF WORK AND SURVEY	SP-13
24.	MONTHLY JOINT PROGRESS MEETING	SP-13
25.	PAYMENT OF WORK	SP-13

SPECIFICATIONS – SPECIAL PROVISIONS

1.0 GENERAL

1.1 Specifications – Special Provisions shall form an integral part of Conditions of Contract Part- I and Particular Conditions of Contract Part-II.

1.2 The Contractor shall notify all sub-contractors of the Provisions of these Special Provisions.

1.3 The Contractor shall be responsible for coordinating works of sub-contractors of all trades.

1.4 The Contractor shall have necessary arrangements available to execute the work round the clock.

1.5 Contractor shall execute the work round the clock in shifts, and use heavy machinery to fill the breaches.

2.0 DESCRIPTION OF PROJECT AND SITE GEOTECHNICS

2.1 The provisions of Special Provision of Contract shall prevail over the provisions of General Conditions of Contract.

2.2 Work shall be executed at site in accordance with the detailed Drawings and laid down specifications. Payment shall be made for the quantities actually executed at site as ascertained through detailed measurements. The cross section of earth work before commencement of work shall be jointly taken by contractor and employer.

2.3 The contractor shall procure all tools and plants to be used in the execution of works at his own cost. No loading, stacking handling or any other incidental charges will be paid for such equipment/material.

2.4 The contractor shall make his own arrangements at his own cost for storing his material for the execution of work and nothing will be paid on this account.

2.5 Bailing/Pumping out of any standing, flood or rain water that may collect in the working areas during execution of work/excavation of foundation, concreting etc will so be done by the contractor and no extra payment will be made on this account. The lowering of sub soil water table if warranted during the execution of work will also be done by the contractor without any claim for extra payment.

2.6 No extra payment shall be made for shoring and shuttering if required in any kind of wet or slushy soil during excavation.

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2.7 The contractor shall have no claim for the material and quantities, if any, over and above the measurements on account of wastage due to rain, wind floods, breaches and river spills etc or any other case, whatsoever.

2.8 Unless restricted by the specifications and conditions of Contract, the type of the equipment required for compaction of granular backfill behind retaining wall shall be such as the contractor selects for obtaining specified results. All such equipment shall be on the site in first class working condition and shall have been approved by the Engineer before construction is started. The number and size etc. of all the equipment shall be adequate to ensure completion of the work within the period specified in the contract. No equipment shall be remove from the site without approval of the Engineer In charge or his representative.

2.9 The source of supply & quality of material specially bricks, cement bricks, cement, coarse sand, crushed aggregate, wood work and reinforcing steel shall got approved from the Engineer before taking any supply.

2.10 The contractor shall not refuse to carry out any items of work which are not included in the Contract Agreement or Pakistan Railways Composite Schedule of Rates 2016. For such non-scheduled items, which may corp. up during execution of the work, the contractor will submit, well in time, detailed analysis of rates to the Engineer for approval. The rate decided by the competent authority will be binding on the contractor who will under-take such items of work after he has received the approval in writing from the Engineer.

2.11 The contractor shall made and maintain all access roads or paths or other facilities for establishing communications between the existing road and the site of work for carriage of material or for any other purpose, whatsoever, in connection with the execution of the work. No extra payment shall be made to the contractor on this account.

2.12 The contractor shall ensure that during un-loading of the material, on the embankment or in the yard the running lines shall be kept clear for the Railway Operations. Contractor shall be liable for any damage or loss sustained on account of his failure to keep the track clear for such movements.

2.13 The contractor shall ensure that he work is carried out strictly according to laid down specifications, drawings and good engineering practices with proper supervision by duly qualified engineering and technicians.

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3.0 CODES, STANDARDS AND CERTIFICATES

3.1 Applicable Standards

Except as otherwise provided by these Specifications or the Drawings, all materials, equipment and fabrication and testing thereof shall conform to the latest applicable standards and codes referred in the Specifications by use of the abbreviations explained below:

ACI	-	American Concrete Institute (USA)
AISI	-	American Iron and Steel Institute (USA)
AISC	-	American Institute of Steel Construction (USA)
ANSI	-	American National Standard Institute (USA)
ASTM	-	American Society for Testing and Materials (USA)
AASHTO		American Association of State Highway & Transportation Officials.
AWS	-	American Welding Society (USA)
BS	-	British Standards (UK)
CP	-	Codes of Practice (UK)
PS	-	Pakistan Standards (Pak)
SSPC		Steel Structures Painting Council (USA)
UBC	-	Uniform Building Code (USA)
USBR		United States Bureau of Reclamation (USA)

If the Contractor, at any time and for any reason, wishes to deviate from the above standards or desires to use material or equipment not covered by the above standards, he shall state the exact nature of the changes, the reason for making the change and shall submit complete specifications of the materials and equipment to the Engineer for approval.

3.2 Standards other than those Specified

Where requirements for materials or equipment are specified by reference to a standard which has its origin in one country, it is not the intention to restrict the requirements solely to that standard and that country. Other standards, including standards of other countries, will be accepted provided the requirements thereof, in the sole opinion of the Engineer, are at least equal to the requirements of the standard specified.

The Contractor may propose to the Engineer an equivalent standard other than that specified, in which case he shall submit the proposed standard and all other information required and shall submit written proof that his proposed standard is equivalent in all significant respects to the standard specified. All submissions must be made in the English language.

3.3 Codes and Standards at Site

The Contractor shall supply and have at his site office:-

3.3.1 Copies of all latest editions of codes and standards referred in these specifications or equivalent codes and standards as approved by the Engineer.

3.3.2 Catalogues and published recommendations from manufacturers supplying products and materials for the project.

3.3.3 The Contractor shall provide manufacturer's or supplier's materials which must meet the requirements of a specific code or standard as stated in these Specifications.

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4. MANUFACTURER'S RECOMMENDATIONS

Installation of manufactured items shall be in accordance with procedures recommended by the manufacturer or as approved by the Engineer.

5. UNITS OF MEASUREMENTS

The British System of Units shall be used throughout the Project.

6. PLANT, EQUIPMENT AND TOOLS

The Contractor shall provide at his cost modern plant, equipment and tools, adequate and befitting to the nature, magnitude and size of this Contract, in strict compliance with the requirements of the General Conditions of Contract, Conditions of Particular Applications and Technical Specifications.

7. STORAGE & HANDLING FACILITIES

The Employer will not be responsible for providing the Contractor with any space for the storage of plant, equipment and materials and for Contractor's temporary office, during the currency of the Contract. It shall be the Contractor's responsibility to arrange at his own cost temporary facilities for storage of plants, equipment's and all materials including temporary Contractor's office.

On no account shall be temporary installations conflict with any of the permanent installations and services.

8. TESTS

8.1 Material Testing

Testing, except as otherwise specified herein, shall be performed by a testing agency approved by the Engineer, at no extra cost to the Employer. The Engineer may require all testing to be carried out under his supervision only. The quality control tests shall be performed by the Contractor's competent personnel to the entire satisfaction and approval of the Engineer. The Contractor shall keep a complete record of all quality tests performed at Site.

8.2 Laboratory Tests Certificates

The Engineer may accept a certificate/Test report from following firms (1). M/S SGS (Private) Ltd, (2). M/S Bureau Veritas Pakistan Ltd, (3). M/S TUV Austria Bureau of Inspection & Certification (PVT) Ltd, (4). M/S TUV Rheinland Arabia LLC and (5). M/S Sunworth Inspection and Technology Pvt Ltd testing laboratory and that it conforms to the requirements of these Specifications. Payment to the contractor shall be made on receipt of satisfactory test report by M/S SGS (Private) Ltd the contractor shall be bound to get the material tested by. The expenditure incurred on testing shall be responsibility of contractor/supplier

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9. SURVEYING INSTRUMENTS

The Contractor shall maintain at site the requisite survey instruments in perfect working condition to enable the Engineer's Representative to check levels and lines of the Works at all times.

9.1 General

The minimum quantity of survey equipment is stated below which shall be available with the Contractor at site of Works along with qualified Surveyors and survey Helpers. The equipment shall be maintained throughout the Contract Period and replaced by the Contractor in case of damage or loss. The survey equipment shall be made available to the Consultants when requested. All surveying equipment shall be in good working conditions.

9.2 Surveying Equipment Required

The Contractor shall provide and maintain the following surveying equipment at site.

a) Total Station with accessories complete. 1 No.
b) Automatic Levels with tripods. 2 No.
c) Steel measuring tapes 50 m long 4 No.
d) Steel measuring tapes 20 m long 4 No.
e) Self locking Aluminum Staff 4 No.
f) All other miscellaneous tools, equipment and materials Required in surveying and as instructed by the Engineer.

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10. APPROVAL OF MATERIALS AND PLANT

10.1 General

The Contractor should note that only material from those manufacturers and authorized suppliers specified in the list of approved manufacturers shall be allowed to use on this Project. The Contractor shall submit literature/ catalogue/ samples etc. of all the items from each of the specified manufacturer to the Engineer who shall then decide and approve the sample and the manufacturer. Where the item involves any finishes such as paints, external coatings, etc. the Contractor shall erect mock-up samples of the specified manufacturers for the selection and approval of the Engineer.

While procuring material related with any engineering discipline, the responsibility shall lye upon the Contractor for establishing the genuineness of any material/ product/ item for its make and origin vide list of Approved Manufacturers/ Materials attached as Appendix-M to Bid.

10.2 Quality of Materials

All materials, fixtures, fittings, supplies and plant furnished under the Contract shall be new and unused, standard first grade quality and of the best workmanship and design. No. inferior or low-grade materials, supplies or articles will be either approved or accepted, and all work of assembly and construction shall be done in a first-class and workmanlike manner. In asking for prices for materials intended for delivery to the Site and incorporation in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

10.2 Submission of Samples and Data

10.2.1 The Contractor shall furnish for approval of the Engineer with reasonable promptness all samples as directed by the Engineer or specifically called for in the Specifications and in accordance with the time schedule provided in the schedule of submittals. The Engineer shall check and approve such samples with reasonable promptness only for conformance with the design concept of the Works and for compliance with the information given in the Contract Documents. All work shall be in accordance with approved samples.

10.2.2 Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.

10.2.3 Each sample shall be properly labeled with the name and quality of the material, manufacturer's name, name of the project, the Contractor's name and the date of submission, and the Specifications Article number to which the sample refers.

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10.2.4 The manufacturer's installation directions shall be provided with each sample. The Contractor shall pay all transportation costs and deliver samples to the Engineer's office, Site or testing laboratory as directed by the Engineer.

10.2.5 Samples shall be of adequate size to permit proper evaluation of the material by the Engineer. Where variations in colour, texture, dimensions or other characteristics are to be expected, the Contractor shall submit samples showing the maximum range of variation. Materials exceeding the range of variation of the approved samples shall not be used on the Work.

10.2.6 In order to permit coordinated selection of colours and finishes, the Contractor shall deliver samples of all related items to the Engineer at one time. Samples of such materials will not be approved until all related samples have been submitted.

10.2.7 If both Shop Drawings and samples are required for the same item, the Engineer may require both to be submitted before approving either.

10.2.8 The Contractor shall erect mock-up samples of finished items (such as wooden/aluminum doors/windows/ventilators, all exterior/interior finishes including tile work, concrete pre-cast elements like jail/grill work, false ceiling, etc.) where specifically called for in the documents or as directed by the Engineer.
The mock-up samples shall be preserved/protected by the Contractor till the end of the project or as directed by the Engineer.

10.2.9 No acceptance or approval of any Shop Drawings or sample, or any indication or request by the Engineer on any Shop Drawings shall constitute an authorization for any increase in the Contract Sum.

10.3 Inspection

All material and Plant furnished and all work performed under this Contract will be subject to inspection by the Engineer at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charge, all facilities, labour and materials reasonably needed for performing such inspection and testing as may be required by the Engineer.

10.4 Approved Sample at Site

The Contractor shall, at all times, keep on the Site approved samples. All such samples shall be made available to the Engineer as and when required.

11. BAR BENDING SCHEDULE

Bar bending (reinforcement bars) schedule of all structural drawings shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval.

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12. DRAWINGS

12.1 Tender Drawings

Tender Drawings issued with the Tender Documents, called the Tender Drawings, show scope of the work to be performed by the Contractor. The Drawings are generally in sufficient detail so as to be used as a basis for construction, fabrication and for placing orders for materials.

12.2 Construction Drawings, Supplementary Drawings

After award of Contract, the Tender Drawings shall be superseded by construction drawings showing elaborated details and/or any revision in details given in the Tender Drawings.

The Engineer shall also issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the

Works and the remedying of any defects therein. The Contractor shall follow these drawings.

12.3 Definition of Term Drawings

The term Drawings as used in the Specifications means the Drawings referred in Clauses 12.1 and 12.2 above.

12.4 Checking of Drawings

The Contractor shall check all Drawings carefully as soon as practicable after receipt thereof, and shall promptly notify the Engineer of any errors discovered.

12.5 Copies of Drawings

Drawings will be issued to the Contractor as described below.

12.5.1 Construction Drawings

Two (2) sets of the Construction Drawings shall be issued to the Contractor free of charge at the time of Commencement of Works at Site. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

12.5.2 Supplementary Drawings

Two (2) prints of each supplementary Drawing will be issued to the Contractor free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

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12.6 Drawings to Be Furnished By the Contractor

The Contractor shall submit to the Engineer for review, such drawings as are required under the Contract, sufficiently in advance of the work intended to be executed.

12.6.1 Reinforcement Drawings

Reinforcement placement drawings and bar bending schedules (to be provided by the Contractor as per clause 11 above) of all RCC work shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval, sufficiently in advance of the works in which they are intended to be used.

13. PROTECTION OF THE WORKS

The Contractor shall whenever necessary cover up and protect the works from weather and damage by his own or other workmen performing subsequent operation. The Contractor shall provide all necessary dustsheets, barriers and guard rails and clear away the same at completion.

14. RESTORATION AND CLEANING

Upon completion of the Works the Contractor shall restore all items covered by the Contract to the satisfaction of the Engineer.

The Contractor shall do regular cleaning and clear away all rubbish and excess materials that may accumulate from time to time on completion and before handing over. Upon completion of the Works, he shall obliterate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, stock piles of excess or waste materials, or any other vestiges of construction, as directed by the Engineer. All buildings shall be cleaned; floors and paving scrubbed and the works and Site shall be left in a clean and satisfactory state for immediate use and occupation. Care shall be taken not to use any cleaning materials, which may cause damage to the surface to be cleaned.

The Contractor shall also take all necessary precautions to keep the Works and Site free from vermin during construction and he shall leave the works vermin free on completion. Application of pest control agents shall not commence until the specific product, name, method and extent of application have been submitted to and approved of by the Engineer.

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17. CONSTRUCTION PROCEDURES

The Contractor shall advise the Engineer of proposed construction procedures in accordance with the Conditions of Contract.

If in the opinion of the Engineer, the work progress is slow the Works shall not be completed in the specified construction completion period, then he shall order the Contractor to work overtime or in more shifts, the Contractor shall obey these orders without any additional payment, objection and compensation.

18. NOTIFICATION TO ENGINEER

The Engineer shall be notified daily in writing of the nature and location of the works, the Contractor intends to perform, the next day so as to enable necessary inspection and measurement to be carried out. The Engineer may, if deemed necessary, direct the Contractor that a notice of longer period may be given for certain operations.

19. NIGHT WORK

When work is done at night, the Contractor shall maintain from sunset to sunrise such lights on or about his work and plant as the Engineer may deem necessary for the proper observations of the work and the efficient execution thereof.

20. WEATHER

No work is to be undertaken, when in the opinion of the Engineer, the weather is not suitable for execution and the proper protection of work cannot be ensured.

24. MONTHLY JOINT PROGRESS MEETING

A monthly joint progress meeting between the Employer's representative, Engineer's representative and Contractor will be held on Site to review, evaluate and discuss the progress of the project. Any instructions issued to the Contractor through the minutes of the meeting shall have the same effect as instructions issued in writing by the Engineer under Sub-Clause 2.5 of General Conditions of Contract Part-I. The Contractor shall make all necessary arrangements for such meetings as directed by the Engineer.

25. PAYMENT OF WORK

No payment shall be made for the works involved within the scope of this section of specifications unless otherwise specifically stated in the priced Bill of Quantities or herein. The cost thereof shall be deemed to have been included in the unit rates of the Priced Bill of Quantities and total Contract Price stated in the "Letter of Acceptance"

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PAKISTAN RAILWAYS

OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR / TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER YEAR/TERM.

BIDDING DOCUMENTS

VOLUME-II

SPECIFICATION – TECHNICAL PROVISIONS

07-December-2026

	Office of Divisional Superintendent Multan Phone + 61-9200926

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TECHNICAL SPECIFICATIONS

SPECIFICATION – TECHNICAL PROVISIONS

FOR

SUPPLY, STACKING & LOADING OF CRUSHED STONE BALLAST

TP-1- Special Conditions of Contract for the supply of crushed stone ballast form Railway Quarries (W-July/1970 Headquarters) as well as the instructions laid down in joint Engineering Accounts & operating circular No. 1/1979 with up to dated amendments shall strictly apply where relevant and applicable in addition to the following conditions. In case of any conflict, the conditions given below shall prevail.

TP-2- Special Terms and Conditions

2.1 The plants and machinery required are customized crushing plant having capacity of 50 TPH for 7000 CFT ballast extractions per day with single shift 08 hours working and assuming 30% wastage, the ballast 1.5" and 2" sizes come 2,000,000 CFT per annum considering 290 working days in a year.

2.2 The contract quantity of 2” size ballast will be 2.0 Million CFT per annum, to be extracted, processed and loaded into railway wagons by the interested firms.

2.3 The duration of the contract shall be Ten (10) years, commencing from the date of signing of the contract agreement with grace period of six (06) months for the installation, commissioning of plants, machinery and other operational setups.

2.4 The contract period/term may be extended upto ten years/term further on mutual consent of both Pakistan Railways and the Contractor, subject to satisfactory performance and prevailing operational requirements.

2.5 All capital expenditure (CapEx) for the installation of required plants, machinery and associated infrastructure shall be borne entirely by the selected firm. Pakistan Railways will not compensate any cost incurred for this purpose.

2.6 All transportation of ballast from Shaheenabad quarry to the required destination / locations shall exclusively through railway wagons. The Contractor shall be solely responsible for the loading of ballast into the railway wagons, using suitable equipment and manpower at their own cost and risk.

2.7 The rate shall be quoted in CFT, inclusive of all applicable taxes, levies and duties. The quoted rate shall include extraction, crushing, handling and loading into railway wagons with all other incidental costs

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PRICE ADJUSTMENT 2022-23 NOTIFIED VIDE NO.PEC/M&E/SBDS/PA/2024 DATED 04.MARCH.2024.
(FOR SUPPLY OF STONE BALLAST)

The Price adjustment formula as per guide lines of PEC, will be as under:-

Formula is based on the components of latest rate analysis of the item to be procured.. Accordingly, the most suitable formula as per guideline of PEC should be as under:- Pn=0.30+0.25(Dn/Do)+0.31(Ln/Lo)+0.14(En/Eo)

Where,

"Pn" is the price adjustment for the work carried out in the period "n"

"Do" is the base price of High Speed Diesel on 28 days before date of bid submission as available with the Govt. of Pakistan / Pakistan State Oil / Pakistan Bureau of statistics.

"Dn" is the current date price of High Speed Diesel (Average for the Month) as declared by the Govt. Pakistan / Pakistan state Oil / Pakistan Bureau of statistics.

"Lo" is the base wages of Labour per day on 28 days before date of bid submission as available with the Govt. of Pakistan / Punjab Government Notification.

"Ln" is the current wages of Labour per day (Average for the Month) as declared by the Govt. Pakistan / Punjab Government Notification.

"Eo" is the base rate of electricity per unit on 28 days before date of bid submission as available with the NEPRA (Punjab) Wapda Notification.

"En" is the current rate of electricity per unit (Average for the Month) as declared by the NEPRA (Punjab) Wapda Notification.

If "P" is the amount payable (prior to adjustment at the rates entered in the price schedule of the work.* carried out in the period "n" then, Adjusted amount payable to the contractor for the work carried out in the period "n" shall be equal to Pn * P.

Note:- The formula will be applicable in both cases i.e an increase as well as decrease in market prices.

The method and procedure for calculation of price adjustment shall be as prescribed in standard procedure and formula for price adjustment notified vide No.PEC/M&E/SBDs/PA/2024 dated 04.march.2024 issued by Pakistan Engineering Council, Islamabad.

2.8 All quarry refuse or crush will remain the exclusive property of the Mines and Mineral Department. The Contractor shall ensure appropriate handling in accordance with applicable regulations and instructions from the concerned authorities.

2.9 Pakistan Railways will obtain and maintain all required licenses, approvals and permits from relevant Government Departments, including the Mines and Mineral Department, Environmental Protection Agency and Labor Department.

2.10 Pakistan Railways reserves the right to terminate the contract in case of non-compliance with contractual obligations, unsatisfactory performance, breach of safety, legal or environmental regulations and failure to commence operations within the grace period, unless otherwise extended in writing.

2.11 In case of Force Majeure, neither party will be held liable for failure to perform any obligation under this contract such as natural disasters, war, strikes, governmental restrictions or other events beyond reasonable control.

2.12 After the completion of the contract agreement all plants and machinery will be the property of the private party.

2.13 After the completion of the contract agreement all plants and machinery will be the property of the contractor

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TP-3 -Source

3.1 The boulders/blasted rock shall be brought from Shaheenabad ballast quarry.

3.2 In order to select areas having stone of the specified quality, the Supplier shall carry out necessary tests, at his own cost. Such areas shall be clearly demarcated by the Supplier and got approved from the “Purchaser” before commencing the crushing and supplies.

3.3 In case of unsatisfactory quality or quantity of ballast in terms of size, shape, specific gravity and Los Angeles abrasion value etc., the supplier will have to stop the supply. Any type of refusal or negative response from the supplier will tend towards legal proceedings as per terms and conditions.

TP-4 -Quality

4.1 The quality of the rock and crushing process shall be such as to obtain polyhydric shape with similar dimensions in all directions to avoid elongated/flaky ballast. Stone ballast shall be mechanically crushed.

4.2 The ballast stone should be hard, durable and tough of uniform texture. Only best stone available at the quarry shall be used.

4.3 In case, ballast has been crushed from water borne boulders, no individual boulder shall weigh less than 10 Kg or less than 8″ (200 mm) in diameter.

TP-5 - Characteristic Limits

5.1 The stone to be used as ballast to be laid in track shall conform to the following specifications:-

S.#	Test Description	Railway Limits	Test Standards
01	Los Angeles abrasion	Less than (<) 28%	ASTM C535-69
02	Bulk specific gravity	Greater than (>) 2.60	ASTM C127-01
03	Wet attrition	Less than (<) 2%	ASTM C127-01
04	Flakiness index	Less than (<) 25%	ASTM D4791-99
05	Elongation index	Less than (<) 20%	ASTM D4791-99
06	Sodium/Magnesium Sulphate soundness	Less than (<) 5%	ASTM C88-76
07	Impact Value	Less than (<) 20%	BS.812
08	Crushing Value	Less than (<) 25%	BS.812
09	Mill Abrasion	Less than (<) 4%	

The above characteristic limits shall be strictly observed.

TP-6 - Size and Gradation

6.1 The ballast shall comply with the following gradations:-

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50 mm (2 Inch) gauge ballast.

Nominal Size Square Opening	PERCENT PASSING					
	65 mm	50mm	40 mm	25 mm	20 mm	13 mm
65mm – 25mm	100%	95% to 100%	35% to 70%	0 to 15%	-	0 to 5%

Ballast of size 50mm (2 inches) gauge shall pass:

- 100% by weight through a 65mm square mesh sieve,
- 95 to 100% by weight through a 50 mm square mesh sieve,
- 35 to 70% by weight through 40 mm square mesh sieve,
- 0 to 15% by weight through 25 mm square mesh sieve
- 0 to 5% by weight through 13 mm square mesh sieve.

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25 mm (1 Inch) gauge ballast.

Nominal Size Square Opening	PERCENT PASSING		
	35 mm	**25 mm**	**20 mm**
35 mm – 20 mm	100%	20% to 30%	0% to 2%

Ballast of size 25 mm (1 Inches) gauge shall pass:

- 100% by weight through a 35mm square mesh sieve,
- 20 to 30% by weight through a 25 mm square mesh sieve,
- 0 to 2% by weight through a 25 mm square mesh sieve.

Ballast with one or two rounded sides.

When ballast is crushed from water borne boulders, one or two sides rounded fragments in supply of stone ballast shall not exceed 10% by weight.

TP-7- Measurements

7.1 The ballast shall be measured in stacks on ground. The unit of measurement shall be cubic feet.

The measurement for “loading of ballast into railway wagons” shall be on the basis of wagon measurements as recorded at the time of loading.

TP-8 - Inspection of Quarry

8.1 The “Purchaser” or his authorized representative shall be at liberty to inspect the quarry to ensure that the quarrying / mining operations are being carried out as per provisions made in the Mining Act 1923.

8.2 The “Purchaser” or his authorized representative shall collect at least 3 random samples and get the tests carried out for verification of Characteristic Limits as specified in Clause TP-3 above.

TP-9 - Ballast testing Schedule

9.1 The testing of crushed stone ballast shall be carried out as per following schedule:-

i) <u>At the start of the Contract Agreement</u>:

Supplier will provide 5 sample bags of 30 Kg each. All the six tests, as specified in Clause TP-3 (Characteristic Limits) shall be carried out under the supervision of AEN/Mining or another recognized government laboratory, such as the Highway Department, which regularly conducts stone testing.

DEN concerned after supply of 200,000 Cft of material as & when considers necessary shall have to perform the required technical tests from above nominated testing firms.

ii) When the layer changes in the quarry:

Same testing procedure as mentioned in item –i above.

iii) When the colour of the stone changes:

Same testing procedure as mentioned in item –i above.

iv) After supply of every 200,000 Cft:

Following tests shall be carried out:

i. Los Angles Abrasions Test.

ii. Specific Gravity Test.

9.2 Sieve Analysis shall be carried out at all above stages.

9.3 The "Purchaser" can direct for carrying out any of the specified tests, if deemed necessary, due any reason crop up during the course of supply.

9.4 The instructions laid down in Joint Engineering, Accounts and Operating Circular No. 1/1979 with upto date amendments shall strictly apply where relevant and applicable.

TP-10- Quality Control & Assurance

10.1 In case the "Purchaser" is not satisfied with the ballast as regards its quality, gauge/size, gradation, formation of stacks, freedom from dirt as per laid down specifications and the provisions of the contract, he may opt for either of the following actions:-

10.1.1 To refuse to measure such ballast at all, giving reasons in writing to the Supplier for doing so and reject the stack. The stacks rejected by the "Purchaser" or his representative shall be removed from the railway stacking area within the time specified by the "Purchaser" / Incharge, otherwise the same shall be removed by the "Purchaser" at the expense of the Supplier.

10.1.2 To call upon the Supplier, in writing, to screen the dirt and admixture from ballast or to break it to gauge or to restack it to proper dimensions or to do all these operations and take measures as may be required, prior to further inspections and measurements by fixed date, within the time stipulated by the "Purchaser".

10.1.3 Deleted.

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TP-11 - Deployment of qualified Supervisor by the Supplier to supervise blasting

11.1 The Supplier shall employ qualified persons under whose directions all blasting, if required, shall be carried out. All rules and regulations laid down in the Explosive Act-1884, Explosive Rules 1940, Mines Act-1923 and Pakistan Mining Concession Rules 1986/1992 or any statutory amendment thereof and rules framed there under shall be complied with by the Supplier. The Supplier shall hold harmless and indemnify the Employer against any claims or damages on account of all his operations in the quarry.

TP-12 - Safety Arrangements

12.1 The Supplier shall be responsible for all safety precautions and arrangements in the quarry and at the site for stacking and loading into Railway wagons. The Supplier shall indemnify the Employer in respect of any loss or claim in this respect.

TP-13- Restriction on selling Crushed Stone

The clause deleted and modified as per ToRs:-

All quarry refuse or crush will remain the exclusive property of the Mines and Mineral Department. The contractor shall ensure appropriate handling and disposal in accordance with applicable regulations and instructions from the concerned authorities."

TP-14–Stack Preparation and Measurements

14.1 The space along the sides of the quarry siding should be divided up into a convenient number of zones and marked out on the ground by logs pitting, each zone being allotted a letter e.g. A.B.C. etc.

14.2 Collection and loading of ballast must not be done in the same zone together. Furthermore, when a zone has been filled with stacks, no further collection of ballast in that zone should be permitted until the whole of the ballast already collected has been removed. Similarly, when a zone is being filled, no loading from that zone should be permitted until the collection of ballast has been entirely completed.

14.3 Each stack of ballast should be serially numbered.

14.4 The measurements of the stacks, the zone letter and the number will be recorded in a measurement book, which will be maintained specially for this purpose. It will contain no other measurements of works. A separate register will be maintained at the quarry in which the above entries will be copied and the date of removal of stacks recorded. Moreover, computerized record will also be maintained at site.

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14.5 The Supplier shall supply and load the ballast on equal quarterly basis or as directed by the “Purchaser”. In case of unsatisfactory progress, the “Purchaser” shall be at liberty to initiate action as per provisions of the contract.

14.6 The clause deleted and modified as per TOR:-

“On the expiry of the Contract, the Supplier will have to hand over the quarry site to Pakistan Railways however; all plants and machinery will be the property of the private party.”

TP-15–Size Dimensions of stacks

Unless otherwise specified by the Engineer, minimum size of stacks shall be 200000 Cft and minimum height of 4ft, maximum 50ft width & length as per availability of space & slope 1:1. In the event of these instructions not being strictly followed & stacks of lesser dimensions being made by the contractor a deduction of 5% shall be made on measured quantities of such stacks.

TS-16-SUFFICIENCY OF LABOUR AND WAGONS.

16.1 The contractor shall at all time provides sufficient labour, machinery to undertake the loading of the material into Railway trucks and wagons placed in the stacking area or allotted for loading within the time specified by the Engineer's representative.

16.2 Regular supply of wagons cannot be guaranteed and the contractor shall have no claim whatsoever for any wastage of labour and others. The contractor shall have to load all sorts of wagons supplied such as C.KC, BKF,KW and BKW.

TS-17- LOADING OF TRUCKS OR WAGONS TO FULL CAPACITY

Railway trucks or wagons shall be loaded by the contractor to the full capacity on loading line, failing which the contractor shall be charged at the rate of Rs 5000/- per 100 Cft of such deficiencies. All such amounts will be deducted from the contractor's bill.

TS-18- KEEPING RAILWAY TRACK CLEAR.

The contractor shall ensure that during the operation of loading the material, the Railway Tracks are kept clear for Railway Operations. Contractor shall be liable for any damage or loss sustained on account of his failure to keep the track clear for such movements.

TS-19-The contractor will supply and load the ballast on equal quarterly basis or as directed by the Engineer Incharge. In case of unsatisfactory progress, the Administration shall be at liberty to terminate the contract with forfeiture of security money apart from other actions as deemed fit under special and general condition of contract.

TS-20- The contractor will however be required to pay royalty/excise duty at the rate fixed by the Mining Department from time to time for the training out of ballast.

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WARRANTY CERTIFICATE

Contract No._____ Dated _____

i. The contractor warrants that the stores will be in accordance with the particulars mentioned in the contract agreement/work order.

ii. The contractor warrants that the supplies will be free from defects in material and workmanship.

iii. The contractor's obligation under the warranties expressed in the contract agreement to replacement free of cost stores which at the time of receipt in material / workmanship or fail to comply with the required performance in the normal course of service. The warranty shall be valid as per contract conditions.

iv. The contractor would be entitled to retain entire security deposit @ Rs:10 % against the Agreement/Work Order till expiry of warranty period.

v. This warranty shall be in addition to the normal inspection of supplies/work carried out/completed.

vi. The contractor will offer standard warranty for all electric material up to 12 months from the date of installation of subject item/material and 18 months from the date of supply.

Signature_____

Name of Signatory_____

Stamp and Date_____

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PAKISTAN RAILWAYS

OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR / TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER YEAR / TERM.

BIDDING DOCUMENTS

DRAWINGS

07-December-2026

	PAKISTAN RAILWAYS **Office of Divisional Superintendent Multan** Phone + 61-9200926

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M/s _____

_____

_____

PAKISTAN RAILWAYS

Bid Reference **89-WA/38-I/SHND/2026-27**

FOR THE WORK OF

OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR / TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER YEAR / TERM.

FINANCIAL BID
Volume-II

OFFICE OF THE
DIVISIONAL SUPERINTENDENT
PAKISTAN RAILWAYS
(Works Accounts Section)
MULTAN

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[SCHEDULES TO BID INCLUDE THE FOLLOWING]

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: fs Data (Bill of Quantity)

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SCHEDULE OF PRICES

S. No.		Page No.
1.	Preamble to Schedule of Prices	4 to 5
2.	Schedule of Bid Prices	6 to 09

* [To be prepared by the Engineer/Employer]

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PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

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

3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (SI Units).

_____
_____

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Employer).

4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

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4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilize such sums.

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Schedule –A to Bid

PAKISTAN RAILWAYS
Divisional Superintendent Office Multan
SUMMARY OF BID PRICES
(Total bid amount will be quoted by the bidder in the summary of bid prices)

Name of Work: **OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR / TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER YEAR / TERM.**

S.#	Description	Qty	Units	Rate offered	
				In Figures	In Words
1	Supplying of Mechanically crushed 2" (50 mm) nominal size stone ballast from Shaheenabad as per specification and stacking in the exclusively earmarked stacking area at Shaheenabad Railway station including all leads , lift carriages , royalty octroi, lease charges if any , excise duty , sales tax and other incidental charges (complete in all respect)	**2000000**	Per Cft		
2	Loading of mechanically crushed 2" (50mm) nominal size stone ballast into Railway Wagons at Shaheenabad Railway station	**2000000**	Per Cft		

Certificate: the rate is inclusive of all expenditure to be incurred on making the stacking area fit for stacking of ballast. All the dressing, leveling and compaction if required as well as earth filling and cutting if any, will be borne by the bidder. The rate has been given after detailed visit of site.

Name of Firm:_____

Signature of the bidder_____

(With official seal)

BIDDER **EMPLOYER**

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FORM OF BID

Bid Reference No. 89-WA/38-I/SHND/2026-27

Name of Contract: - OPERATIONALIZATION OF SHAEENABAD BALLAST QUARRY BY INSTALLING CRUSHER AND SUPPLYING, STACKING AND LOADING BALLAST 2000000 CFT PER YEAR / TERM 2 INCH (50MM) SIZE FROM SHAHEENABAD QUARRY NO.2 ON LONG TERM BASIS FOR TEN (10) YEARS/ TERM (20 LACS CFT PER YEAR / TERM.

To,

The Divisional Superintendent
Pakistan Railways,
Multan.

Gentleman,

We, the undersigned, declared that:

(a) We have examined and have no reservation to the Bidding Documents.

(b) We offer to execute the subject work in conformity with the Bidding Documents and in accordance with the deliver and completion schedule, as specified in the Bidding Documents.

(c) The total price of our Bid is Rs. _____

(d) Our Bid shall be valid for a period as specified in the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(e) If our Bid is accepted, we commit to provide the Performance Guarantee in the amount as specified in the Bidding Documents for the due performance of the Contract.

(f) Our firm including any subcontractors or suppliers for any part of the contract has nationalities from the eligible countries as specified in the Bidding Document.

(g) We are not participating, as Bidders, in more than one Bid in this bidding process.

(h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, has not been blacklisted or debarred by any Government, Semi Government Departments, Autonomous & Semi-Autonomous Bodies etc: for taking part in the bidding process.

(i) No commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the contract.

(j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

(l) We agree to permit the employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank:

Name: _____
CNIC No: _____
In the capacity of _____
Signature: _____
Duly authorized to sign the Bid for and on behalf of _____ Date: _____

Witness:

Name: _____
CNIC No: _____
Signature: _____
Address: _____
Occupation: _____

BIDDER **EMPLOYER**

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CONSTRUCTION EXPERIENCE

Form EXP - 4.1
General Construction Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	

Form EXP - 4.2(a)

Specific Construction and Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
If member in a JV or sub-contractor, specify participation in total Contract amount				
EMPLOYER's Name:				
Address: Telephone/fax number E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	**Information**
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

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Form EXP - 4.2(b)
Construction Experience in Key Activities

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Sub-contractor's Name (if any): _____
Bid Reference No. (if any) and title: _____

Page _____of _____pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
EMPLOYER's Name:				
Address: Telephone/fax number				

	Information
E-mail:	

2. Activity No. Two

3. ……

	Information
Description of the key activities in accordance with Section III:	

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Form EXP - 4.2 (c)
Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insertfull name]*
Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

4. [PA define key requirements]

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

No.	**Source of financing**	**Amount (Eq. PKR)**
1		
2		
3		

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [Current Eq. PKR]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]**
1					
2					
3					
4					
5					

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	**Amount** **Currency**	**Exchange rate*** **(If applicable)**	**PKR equivalent**
[indicate calendar year]	*[insert amount and indicate currency]*		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

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