

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)****CONTRACT AWARD PROFORMA - I**

To Be Filled And Uploaded on PPRA Website in Respect of All Public Contracts of Works, Services & Goods Worth Fifty Million or more

|  |   |     |                                     |    |                                     |
|--|---|-----|-------------------------------------|----|-------------------------------------|
| ▶ NAME OF THE ORGANIZATION/DEPTT.  | <u>National Highway Authority</u>   |     |                                     |    |                                     |
| ▶ FEDERAL/PROVINCIAL GOVT.   | <u>Federal Govt (Atonomous Body)</u>  |     |                                     |    |                                     |
| ▶ TITLE OF CONTRACT  | <u>Dualization of Balance Portion of Sukkur Bypass (Km 4+700 to Km 11+000).</u>   |     |                                     |    |                                     |
| ▶ TENDER NUMBER  | <u>2(462)</u>   |     |                                     |    |                                     |
| ▶ BRIEF DESCRIPTION OF THE CONTRACT  | <u>Dualization of Road from Km 4+700 to Km 11+000, Construction of three Bridges on Canals and one Road Rail Underpass and Protection Works.</u>  |     |                                     |    |                                     |
| ▶ TENDER VALUE   | <u>See below</u>  |     |                                     |    |                                     |
| ▶ ENGINEER'S ESTIMATE (for civil works only)   | <u>Rs. 771,068,225/-</u>  |     |                                     |    |                                     |
| ▶ ESTIMATED COMPLETION PERIOD  | <u>15 months from the date of receipt of Engineer's Notice to commence.</u>   |     |                                     |    |                                     |
| ▶ WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?   | <table border="1"> <tr> <td>Yes</td> <td><input checked="" type="checkbox"/></td> <td>No</td> <td><input checked="" type="checkbox"/></td> </tr> </table>   | Yes | <input checked="" type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| Yes  | <input checked="" type="checkbox"/>   | No  | <input checked="" type="checkbox"/> |    |                                     |
| ▶ ADVERTISEMENT  |   |     |                                     |    |                                     |
| (i) PPRA Website (Federal Agencies)  | <table border="1"> <tr> <td>Yes</td> <td><input checked="" type="checkbox"/></td> <td>No</td> <td><input checked="" type="checkbox"/></td> </tr> </table>   | Yes | <input checked="" type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| Yes  | <input checked="" type="checkbox"/>   | No  | <input checked="" type="checkbox"/> |    |                                     |
| (ii) News Papers<br>(If yes, give names of newspapers and date)  | <table border="1"> <tr> <td>Yes</td> <td><input checked="" type="checkbox"/></td> <td>No</td> <td><input checked="" type="checkbox"/></td> </tr> </table> <p>2 Dailies "The Nation" and "Khabrain" dated 15<sup>th</sup> April, 15.</p> | Yes | <input checked="" type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| Yes  | <input checked="" type="checkbox"/>   | No  | <input checked="" type="checkbox"/> |    |                                     |
| ▶ TENDER OPENED ON (Date and Time)   | <p>Technical Bids opened on 16<sup>th</sup> June 2015 at 1200 hrs<br/>Financial Bids opened on 13<sup>th</sup> Nov. 2015 at 1100 hrs.</p>   |     |                                     |    |                                     |
| ▶ NATURE OF PURCHASE   | <u>Procurement of works</u>   |     |                                     |    |                                     |
| ▶ EXTENSION IN DUE DATE (if any)   | <table border="1"> <tr> <td>Yes</td> <td><input checked="" type="checkbox"/></td> <td>No</td> <td><input checked="" type="checkbox"/></td> </tr> </table>   | Yes | <input checked="" type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| Yes  | <input checked="" type="checkbox"/>   | No  | <input checked="" type="checkbox"/> |    |                                     |
| ▶ NUMBER OF TENDER DOCUMENTS SOLD<br>(Attach list of Buyers)   | <p>Seventeen (17)<br/>(List of Buyers available in Evaluation Report)</p>   |     |                                     |    |                                     |
| ▶ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (If yes enclose a copy)  | <table border="1"> <tr> <td>Yes</td> <td><input checked="" type="checkbox"/></td> <td>No</td> <td><input checked="" type="checkbox"/></td> </tr> </table> <p>(Copy of Qualification criteria attached)</p>                              | Yes | <input checked="" type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| Yes  | <input checked="" type="checkbox"/>   | No  | <input checked="" type="checkbox"/> |    |                                     |
| ▶ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy)   | <table border="1"> <tr> <td>Yes</td> <td><input checked="" type="checkbox"/></td> <td>No</td> <td><input checked="" type="checkbox"/></td> </tr> </table> <p>(Copy of Qualification Criteria attached)</p>                              | Yes | <input checked="" type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| Yes  | <input checked="" type="checkbox"/>   | No  | <input checked="" type="checkbox"/> |    |                                     |
| ▶ WHICH METHOD OF PROCUREMENT WAS USED:-   | (Tick one)  |     |                                     |    |                                     |
| a) SINGLE STAGE - ONE ENVELOPE PROCEDURE   | <input checked="" type="checkbox"/>   |     |                                     |    |                                     |
| b) SINGLE STAGE - TWO ENVELOPE PROCEDURE   | <input checked="" type="checkbox"/>   |     |                                     |    |                                     |
| c) TWO STAGE BIDDING PROCEDURE   | <input checked="" type="checkbox"/>   |     |                                     |    |                                     |
| d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE  | <input checked="" type="checkbox"/>   |     |                                     |    |                                     |
| - Please specify if any other method of procurement was adopted with brief reasons (i.e. Emergency, Direct Contracting, Negotiated Tendering, etc. |   |     |                                     |    |                                     |
| - WHO IS THE APPROVING AUTHORITY   | <u>NHA Executive Board</u>  |     |                                     |    |                                     |
| ▶ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING                                      | <u>N. A.</u>  |     |                                     |    |                                     |
| ▶ NUMBER OF BIDS RECEIVED  | <u>Twelve (12)</u>  |     |                                     |    |                                     |
| ▶ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER  | <table border="1"> <tr> <td>Yes</td> <td><input checked="" type="checkbox"/></td> <td>No</td> <td><input checked="" type="checkbox"/></td> </tr> </table>   | Yes | <input checked="" type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| Yes  | <input checked="" type="checkbox"/>   | No  | <input checked="" type="checkbox"/> |    |                                     |
| ▶ WHETHER INTEGRITY PACT WAS SIGNED  | <table border="1"> <tr> <td>Yes</td> <td><input checked="" type="checkbox"/></td> <td>No</td> <td><input checked="" type="checkbox"/></td> </tr> </table>   | Yes | <input checked="" type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| Yes  | <input checked="" type="checkbox"/>   | No  | <input checked="" type="checkbox"/> |    |                                     |

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)****CONTRACT AWARD PROFORMA - II**

To Be Filled And Uploaded on PPRA Website in Respect of All Public Contracts of Works, Services & Goods Worth Fifty Million or more

|   |   |     |   |    |   |
|---|---|-----|---|----|---|
| ▶ No. OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS   | Twelve (12)   |     |   |    |   |
| ▶ NAME & ADDRESS OF SUCCESSFUL BIDDER   | M/s Rakshani Builders (Pvt.) Ltd., # 3 & 4, First Floor, Bilal Plaza, Jinnah Avenue, Blue Area, Islamabad.                                |     |   |    |   |
| ▶ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT<br>(I.e. 1st, 2nd, 3rd EVALUATED BID)         | Lowest evaluated bidder   |     |   |    |   |
| ▶ NEED ANALYSIS (Why the procurement was necessary?)  | Dualization of Road from Km 4+700 to Km 11+000, Construction of three Bridges on Canals and one Road Rail Underpass and Protection Works. |     |   |    |   |
| ▶ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE REASONS (Briefly describe)               | Request of various bidders, etc.  |     |   |    |   |
| ▶ WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS      | <table border="1"> <tr> <td>Yes</td> <td>√</td> <td>No</td> <td>x</td> </tr> </table>   | Yes | √ | No | x |
| Yes   | √   | No  | x |    |   |
| ▶ DATE OF CONTRACT SIGNING (Attach a copy of agreement)   | 6th April 2016<br>(Copy attached)   |     |   |    |   |
| ▶ CONTRACT AWARD PRICE  | Rs. 643,860,661/-   |     |   |    |   |
| ▶ WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (Attach a copy of bid evaluation report) | <table border="1"> <tr> <td>Yes</td> <td>x</td> <td>No</td> <td>√</td> </tr> </table><br>(Copy attached)                                  | Yes | x | No | √ |
| Yes   | x   | No  | √ |    |   |
| ▶ ANY COMPLAINTS RECEIVED (If Yes, result thereof)  | <table border="1"> <tr> <td>Yes</td> <td>x</td> <td>No</td> <td>√</td> </tr> </table>   | Yes | x | No | √ |
| Yes   | x   | No  | √ |    |   |
| ▶ ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS (If yes give details)    | <table border="1"> <tr> <td>Yes</td> <td>x</td> <td>No</td> <td>√</td> </tr> </table>   | Yes | x | No | √ |
| Yes   | x   | No  | √ |    |   |
| ▶ DEVIATION FROM QUALIFICATION CRITERIA (If yes give details)                                     | <table border="1"> <tr> <td>Yes</td> <td>x</td> <td>No</td> <td>√</td> </tr> </table>   | Yes | x | No | √ |
| Yes   | x   | No  | √ |    |   |
| ▶ SPECIAL CONDITIONS, IF ANY (Give Brief Description)   | Nil   |     |   |    |   |



**QUALIFICATION CRITERIA**



## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data Sheet hereinafter called "the Employer" wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data Sheet hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the Works within the time specified in 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 Sheet in various currencies towards the cost of the project specified in the Bidding Data Sheet 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 requirements as described in the bidding data sheet:
  - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.

#### 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 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.



**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.

**IB.9 Amendment of Bidding Documents**

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

**C. PREPARATION OF BIDS**

**IB.10 Language of Bid**

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

**IB.11 Documents Comprising the Bid**

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





**IB.12 Bid Prices**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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 70 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 the 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.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 Letter of Price Bid shall be that which represents complete compliance with the Bidding Documents. The technical details and financial implication involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

**IB.17 Pre-Bid Meeting**

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than 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 IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

**IB.18 Format and Signing of Bid**

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.





- 19.2 The inner and outer envelopes shall:
- (a) Be addressed to the Employer at the address provided in the Bidding Data Sheet;
  - (b) Bear the name and identification number of the contract as defined in the Bidding Data Sheet; and
  - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data Sheet.
- 19.3 In addition to the identification required in IB 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**IB.20 Deadline for Submission of Bids**

- 20.1
- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data Sheet.
  - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
  - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
  - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

**IB.21 Late Bids**

- 21.
- (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
  - (b) Delays in the mail, delays of person in transit, or delivery of a bid to the





Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

- 23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the presence of a Bid Security, if required; and
  - (d) Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 21.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.

#### Preliminary Examination of Technical Bids

- 23.6 a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further evaluation.
- b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids.



**IB.25 Clarification of Bids**

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.
- 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its **bid may be rejected**.

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

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.
- 26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

**IB.27 Correction of Errors**

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the





**F. AWARD OF CONTRACT**

**IB.29 Award**

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

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

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

**IB.31 Notification of Award**

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.





# BIDDING DATA



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Dualization of Balance Portion of Sukkur Bypass (Km 4+700 to Km 11+000)

- iv) **Cash Flow:**  
Has a minimum cash flow of **Rs. 200 million.**
- v) Past or present performance of contractor is satisfactory with NHA or any other executing agency and the contractor has not been blacklisted earlier by any government agency/authority/organization.
- vi) In case of Joint Venture, Lead Partner must have 50% or more share in the Joint Venture Agreement.

The evaluation should be done of serial No. (ii) to (iv) above as per following manner:

| Sr. No. | Eligibility and Qualification Criteria | Single Entity | Joint Venture (JV)   |                                 |  |
|---------|--|---------------|----------------------|---------------------------------|--|
|         |  |               | All Parties Combined | Each Partner                    | Lead Partner                             |
| (ii)    | Similar / Specific Works Experience    | Must Meet     | Not Applicable       | One partner must meet           | Not Applicable                           |
| (iii)   | Average Annual Turnover                | Must Meet     | Must Meet            | Must Meet as per their JV Share | Must meet the 70% of the total threshold |
| (iv)    | Cash Flow                              | Must Meet     | Must Meet            | Must Meet as per their JV Share | Must meet the 70% of the total threshold |

## 7.1 Contents of Bidding Documents

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 Sheet.
3. Form of Technical Bid
4. Form of Price Bid
5. Appendices to Bid (A, C, D, E, ...P to Bid).
6. Form of Bid Security.
7. Forms of Performance Security.
8. Form of Contract Agreement, Credit Line Facility, Mobilization Advance Guarantee.
9. General Conditions of Contract, Part-I (GCC).
10. Particular Conditions of Contract, Part-II (PCC).
11. General Specifications.
12. Specifications–Special & Technical Provisions.
13. Supplementary Specifications
14. Drawings.



- |     |  |                |
|-----|--|----------------|
| (p) | Organization Chart for Supervisory Staff               | (Appendix –K)  |
| (q) | Integrity Pact   | (Appendix –L)  |
| (r) | Financial Competence and Access to financial Resources | (Appendix–M)   |
| (s) | General and Similar Experience                         | (Appendix –N)  |
| (t) | Qualification of Key Staff                             | (Appendix – O) |
| (u) | Current Commitments                                    | (Appendix – P) |

**11.1(B)** The Bidder shall submit with its Price Bid (**Envelop B**) the following documents:

- |     |   |               |
|-----|---|---------------|
| (a) | Letter of Price Bid   |               |
| (b) | Price Adjustment under Clause 70  | (Appendix –C) |
| (c) | Bill of Quantities  | (Appendix –D) |
| (d) | Estimated Progress Payments   | (Appendix –J) |
| (e) | Rate Analysis of three (03) major items (in terms of cost) in each bill of Bill of Quantities except Provisional Sum items. |               |

**11.1 (C)**

- Written confirmation (Power of Attorney) authorizing a person to sign and submit the Bid

a) For Single Entity:

Following legally authorized persons can only issue Power of Attorney to sign / submit the bid:

- (i) Owner(s)
- (ii) Director(s)
- (iii) Partner(s)
- (iv) Legal representative
- (v) Secretary of the firm (if legally authorized as per constitution of company).

The Power of Attorney must bear the name, CNIC # and three specimens of full signatures and initials of the person who is being authorized to sign and submit the bid.

b) For Joint Operation:

Following legally authorized persons of each partner firm will jointly issue Power of Attorney to sign / submit the bid:

- (i) Owner(s)
- (ii) Director(s)
- (iii) Partner(s)
- (iv) Legal representative
- (v) Secretary of the firm (if legally authorized as per constitution of company).





- Certified Audit Reports

The bidder has to submit along with its bid Certified Audit Reports for three (3) years (Calendar Year: 2014, 2013 and 2012 or Fiscal Year: 2013-14, 2012-13 and 2011-12) to demonstrate the current soundness of the applicant's financial position and its prospective long term profitability to evaluate:

- a) Cash Flow

Capacity to have cash flow reasonably enough to meet the cash flow requirements of the said work which is:

Rs. 200 Million

Following formula will be used for valuation:

Min Cash Flow = [Working Capital + Project Specified Lines of Credit - 30% of Current Contract Commitments]

- b) Average Annual Construction Turnover

Minimum Average Annual Turnover as mentioned below, calculated as total certified payments received from contracts in progress or completed, within the last three (03) years:

Rs. 600 Million

- Pending litigation information and No Blacklisting Certificate:

The bidder shall submit all information regarding its pending litigation and undertaking of not having been blacklisted from any organization (government / non-government) in Pakistan. This information and undertaking shall be submitted on firm's letterhead (letterhead of joint operation in case of joint venture).

- Joint Venture/ Operation Agreement

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 by all the joint venture partners. Other requirements for submission of Power of Attorneys to sign and submit the bid shall also be fulfilled.



(Appendix I to Bid) and organization chart (Appendix - K to Bid).

- Financial Competence and Access to financial Resources:

The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount of his bid. Project Specific Line of credits, if any shall only be considered if submitted as per **Form – CL**.

- General and Similar Experience

**General Experience:** Experience under construction contracts in the role of contractor, subcontractor or management contractor for at least the last five (5) years prior to the bid submission deadline.

**Similar Experience:** Participation as contractor in at least 1 Contract within the last seven (7) years, with a value as mentioned in Bidding Data Sheet that has been successfully or is substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as indicated in these Bidding Documents. Letters of Acceptance, Completion Certificates and other supporting documents of completed projects in this regard must be accompanied with **Appendix – N** to bid.

- Qualification of Key Staff

Bidders shall submit CV's of Candidates for Project Manager / Planning Engineer, Material Engineer, Structural Engineer, Surveyor and Quantity Surveyor, on the attached format (**Appendix-O** to Bid).

The minimum qualification is as follows:

a) Project Manager

B.Sc. (Civil Engg.) having minimum 15 years overall experience with 08 years experience in road construction projects.

OR

M.Sc. (Civil Engg.) having minimum 12 years overall experience with 06 years experience in road construction projects.

b) Planning Engineer

B.Sc. (Civil Engg.) having minimum 10 years experience in planning and construction projects.

OR



**15.2 Form and validity of Bid Security:**

The Bid Security shall be, at the option of the bidder, in the form of **Deposit at Call** or a **Bank Guarantee** issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan 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 i.e the Bid Security shall remain valid for **148 (One hundred and forty eight)** calendar days beyond the latest deadline for submission of Bids.

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

Venue: NHA Auditorium  
Time: 1100 hours  
Date: 8<sup>th</sup> June, 2015

**17.4 Presence at the pre-bid meeting:**

Absence at the pre-bid meeting will not be a cause for disqualification of a bidder, however the bidders are asked to attend the meeting where they will be guided regarding preparation of the bids in the light of Instructions to Bidders.

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

Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and one (1) copy of the bid and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail. The detail of the Envelopes is given as under:

|       |            |   |                                    |
|-------|------------|---|------------------------------------|
| (i)   | Envelope-A | - | Original Technical Bid (Sealed)    |
| (ii)  | Envelope-A | - | Copy of the Technical Bid (Sealed) |
| (iii) | Envelope-B | - | Original Financial Bid (Sealed)    |
| (iv)  | Envelope-B | - | Copy of the Financial Bid (Sealed) |
| (v)   | Bid        | - | Envelope-A + Envelope-B (Sealed)   |

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

Venue: NHA Auditorium, 28-Mauve Area, G-9/1 Islamabad

**19.2(b) Name and the number of the Contract:**

Dualization of Balance Portion of Sukkur Bypass (Km 4+700 to Km 11+000).

No: 2(462)





**COMBINED  
(Technical & Financial)  
BID EVALUATION REPORT**

**GOVERNMENT OF PAKISTAN**

**COMBINED**  
(Technical & Financial)  
**BID EVALUATION REPORT**

**DUALIZATION OF BALANCE PORTION  
OF SUKKUR BYPASS  
(KM 4+700 TO KM 11+000).**

**DECEMBER, 2015**



**NATIONAL HIGHWAY AUTHORITY**  
Procurement & Contract Administration Section

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- (i) *Corrigendum-I, dated 16-05-2015:*  
 - Submission / Opening of Bids Date Extended till 09-06-2015.
- (ii) *Corrigendum-II, dated 04-06-2015:*  
 - Pre-Bid Meeting Date Extended till 08-06-2015.  
 - Submission / Opening of Bids Date Extended till 16-06-2015.

## 7. Issuance of Bidding Documents

In response to Invitation for Bids, following seventeen (17) firms purchased the bidding documents either from P&CA Section or downloaded from NHA website:

| Sr. No. | Name of firm                 | Sr. No. | Name of firm                       |
|---------|------------------------------|---------|------------------------------------|
| (i)     | M/s SMC – ACE (JV).          | (ii)    | M/s Sardar M. Ashraf D. B.         |
| (iii)   | M/s Zahir Khan & Bros.       | (iv)    | M/s Zarghoon Enterprises.          |
| (v)     | M/s Qalandar Bux Abro.       | (vi)    | M/s Prime Construction Co.         |
| (vii)   | M/s Sachal Engg. Works.      | (viii)  | M/s NLC.                           |
| (ix)    | M/s RMS.                     | (x)     | M/s Umer Jan & Co.                 |
| (xi)    | M/s Design & Engg. System.   | (xii)   | M/s Niaz M. Khan & Co.             |
| (xiii)  | M/s N. K & Co.               | (xiv)   | M/s Rakshani Builders.             |
| (xv)    | M/s Usmani Int'l Associates. | (xvi)   | M/s Ghulam Rasool Lehri Const. Co. |
| (xvii)  | M/s Mishal Sania (Pvt.) Ltd. |         |                                    |

## 8. Submission of Bids and Opening of Technical Bids:

On the re-scheduled date and time of 16<sup>th</sup> June 2015, following twelve (12) firms submitted their Technical (**Envelope-A**) and Financial (**Envelope-B**) bids and Technical Bids of all firms were opened on same date:

| Sr. No. | Name of firm  |
|---------|---|
| (i)     | M/s NPI Construction & Engineering                        |
| (ii)    | M/s Niaz Muhammad Khan and Brothers                       |
| (iii)   | M/s Sachal Engineering Works (Pvt.) Ltd.                  |
| (iv)    | M/s National Logistics Cell (NLC)                         |
| (v)     | M/s NTF Const. and Trade Ltd - M/s Qalander Bux Abro (JV) |
| (vi)    | M/s Umer Jan & Co.  |
| (vii)   | M/s Rakshani Builders (Pvt.) Ltd.                         |
| (viii)  | M/s Usmani International Associates (Pvt.) Ltd.           |
| (ix)    | M/s Haji Ghulam Rasool Lahri Construction Company         |
| (x)     | M/s AM & Company  |
| (xi)    | M/s Zarghoon Enterprises                                  |
| (xii)   | M/s Zahir Khan & Brothers                                 |

## 12. Return of Unopened Financial Bids and Bid Securities to Technically Disqualified Firms

All the five (05) technically disqualified firms were informed to collect their unopened Financial Bids and Bid Securities vide letter No. 2(462)/GM (P&CA)/NHA/2015/1599 dated 10<sup>th</sup> November 2015 (**Annexure-VIII**).

## 13. Opening of Financial Bids of Technically Qualified Firms

All the seven (07) technically qualified firms were informed vide letter No. 2(462)/GM (P&CA)/NHA/2015/1598 dated 10<sup>th</sup> November 2015 (**Annexure-IX**) for opening of their financial bids on 11<sup>th</sup> November 2015 at 1430 hours in NHA Auditorium, HQ, Islamabad. However, due to non-availability of Chairman and Secretary of Evaluation Committee (Chairman and Secretary of Committee were asked to report Karachi to attend the meeting with Chinese delegation on 11<sup>th</sup> & 12<sup>th</sup> November 2015), date for opening of financial bids was extended till 13<sup>th</sup> November 2015 at 1100 hours. Accordingly, the financial bids of technically qualified firms were opened on 13<sup>th</sup> November 2015 at 1100 hours in NHA Auditorium, HQ, Islamabad.

## 14. Preliminary Evaluation of Financial Bids: (As announced amounts of bids)

During opening of financial bids, the following results based on the summary page of the bids submitted by the firms, were announced:

| Sr. No | Name of Firm                      | Bid amount (Rs) | Rebate/Premium | Final Bid Amount (Rs.) |
|--------|-----------------------------------|-----------------|----------------|------------------------|
| (i)    | M/s Rakshnai Builders             | 644,912,990     | Nil            | 644,912,990            |
| (ii)   | M/s Umer Jan & Co.                | 671,375,091     | Nil            | 671,375,091            |
| (iii)  | M/s Zahir Khan & Bros.            | 711,111,111     | Nil            | 711,111,111            |
| (iv)   | M/s Niaz Muhammad Khan & Brothers | 767,281,637     | Nil            | 767,281,637            |
| (v)    | M/s National Logistics Cell       | 806,174,568     | Nil            | 806,174,568            |
| (vi)   | M/s Zarghoon Enterprises          | 828,563,195     | Nil            | 828,563,195            |
| (vii)  | M/s Sachal Engineering Works      | 832,909,463     | Nil            | 832,909,463            |

According to abovementioned result M/s Rakshnai Builders was “announced lowest bidder” (financial bids opening sheets are attached at **Annexure-X**).

## 15. Detailed Evaluation of Financial Bids:

This section of report represents the detailed evaluation of financial bids to determine the corrected/discounted bid prices through arithmetic check. Financial Bids were also evaluated in accordance with IB.12 (Bid Price). Bids have been checked for arithmetic errors for rectification on the basis of Clause IB.27 (Correction of Errors) and IB.28 (Evaluation and Comparison of Bids) of Instructions to Bidders, which provides:



errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with IB.15.6 (b) hereof.

### ***IB.28 Evaluation and Comparison of Bids***

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause IB.27;
  - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
  - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

## **16. Responsiveness Study and Comparison of Bids**

16.1 Responsiveness Study and Comparison of Bids were checked of all the bids in accordance with the provisions of the Bidding Document, as follows:

a. M/s Rakshnai Builders:

The following arithmetic / calculation errors and omissions have been observed in the financial bid:



- (iv) Evaluation by NHA has been made in line with IB.27.1(a) which states that *“Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern”*.
- (v) Name of Bill No. 7 is corrected as per issued bidding documents.

M/s Rakshani Builders, in accordance with IB.27.2 was asked vide letter No. 2(462)/GM(P&CA)/NHA/2015/1763 dated 8<sup>th</sup> December 2015 **(Annexure-XI)** to accept the arithmetic / calculation errors and omissions and its subsequent correction made by the Employer. In response, M/s Rakshani Builders, has submitted his acceptance alongwith amended pages of Price Bid and Letter to Price Bid vide letter No.RB/RO/Tenders/2015/286 dated 9<sup>th</sup> December 2015**(Annexure-XII)**.

b. M/s Umer Jan & Co:

No errors found.

c. M/s Zahir Khan & Brothers:

No errors found.

d. M/s Niaz Muhammad Khan & Brothers:

No errors found.

e. M/s National Logistics Cell:

No errors found.

f. M/s Zarghoon Enterprises:

During evaluation of bidder’s price bid, typographic errors while retyping the quantities of following two items have been observed:

| Sr. No. | Bill No.           | Item No. |
|---------|--------------------|----------|
| a.      | 01: Earth Work     | 509h     |
| b.      | 6: Ancillary Works | 608h1    |

NHA has made necessary corrections as per issued bidding documents i.e. quantities of items, as per issued bidding documents are prevail.


M/s Zarghoon Enterprises, in accordance with IB.27.2 was asked vide letter No. 2(462)/GM(P&CA)/NHA/2015/1764 dated 8<sup>th</sup> December 2015 **(Annexure-XIII)** to accept the typographic errors as mentioned above and its subsequent correction made by the Employer. The bidder was required to give response within five (05) days otherwise corrections / evaluation by Employer shall be deemed accepted and concurred by bidder. The response from M/s Zarghoon Enterprises was not received within given deadline and it is deemed that the bidder has accepted the correction made by the Employer.

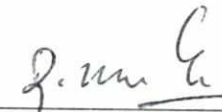
**17. Findings of Bid Opening / Evaluation Committee****17.1 General**


Second envelop (Financial bids) were opened on 13<sup>th</sup> November 2015. The bid evaluation has been carried out as mentioned above.

**17.2 Recommendations**

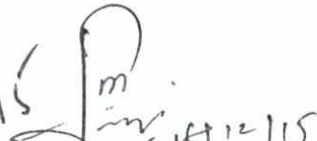
The Committee unanimously recommends that the case may be forwarded to Tender Acceptance Committee for award of Works for **Dualization of Balance Portion of Sukkur Bypass (Km 4+700 to Km 11+000)** to the lowest evaluated bidder **M/s Rakshani Builders (Pvt.) Ltd.**, at their evaluated bid price of **Rs. 643,860,661** (Rupees Six Hundred Forty Three Million, Eight Hundred Sixty Thousand, Six Hundred and Sixty One only) which is **16.50% below** from the Engineer's Estimate of **Rs. 771,068,225** based on CSR-2014.

  
Director (P&CA) 16-12-2015  
Secretary

  
Director (Planning) 16/12/2015  
Member

  
Director (Const.-North) 16/12/15  
Member

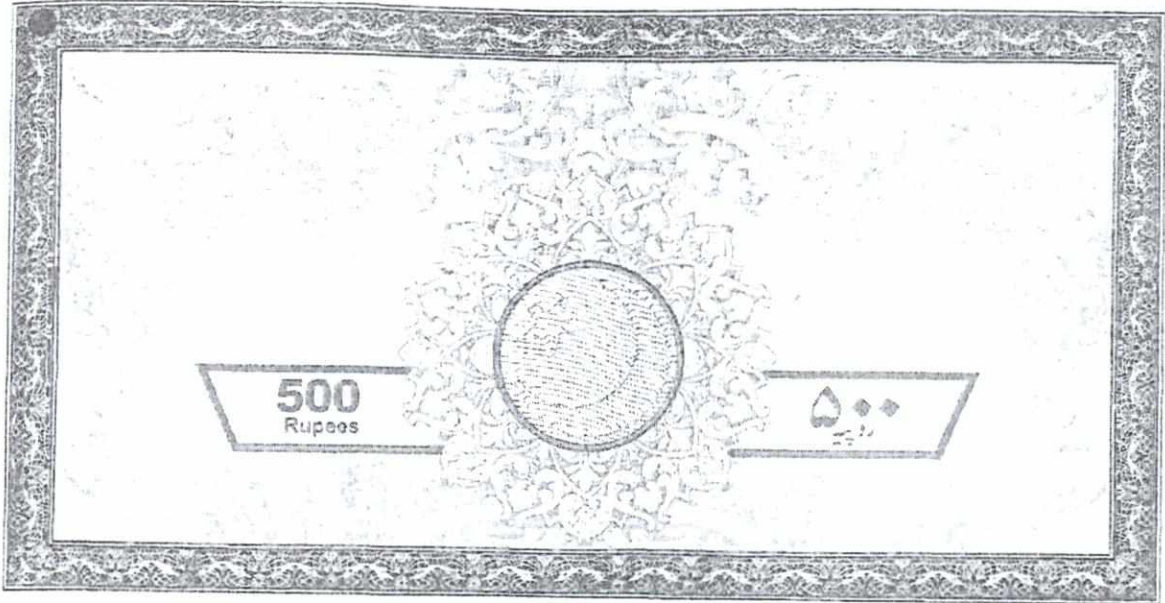
  
Director (Accounts-GOP) 16/12/2015  
Member

  
General Manager (P&CA) 16/12/15  
**Chairman**

**Tender Acceptance Committee:**

**COPY OF  
CONTRACT AGREEMENT**





### CONTRACT AGREEMENT

**THIS CONTRACT AGREEMENT** (hereinafter called the "Agreement") made on the 5th day of April..... 2016 between the **National Highway Authority (NHA), Ministry of Communications, Government of Pakistan, 28-Mauve Area, G-9/1, P. O. Box No. 1205, Islamabad, Pakistan** hereinafter called the "Employer" (which expression shall include the successors, legal representatives and permitted assignees) of the one part and **M/s Rakshani Builders (Pvt.) Ltd., No. 3 & 4, First Floor, Bilal Plaza, Jinnah Avenue, Blue Area, Islamabad, Pakistan** hereinafter called the "Contractor" (which expression shall include the successors, legal representatives and permitted assignees) of the other part.

WHEREAS the Employer is desirous that certain Works, viz **"Dualization of Balance Portion of Sukkur Bypass (Km 4+700 to Km 11+000)"** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

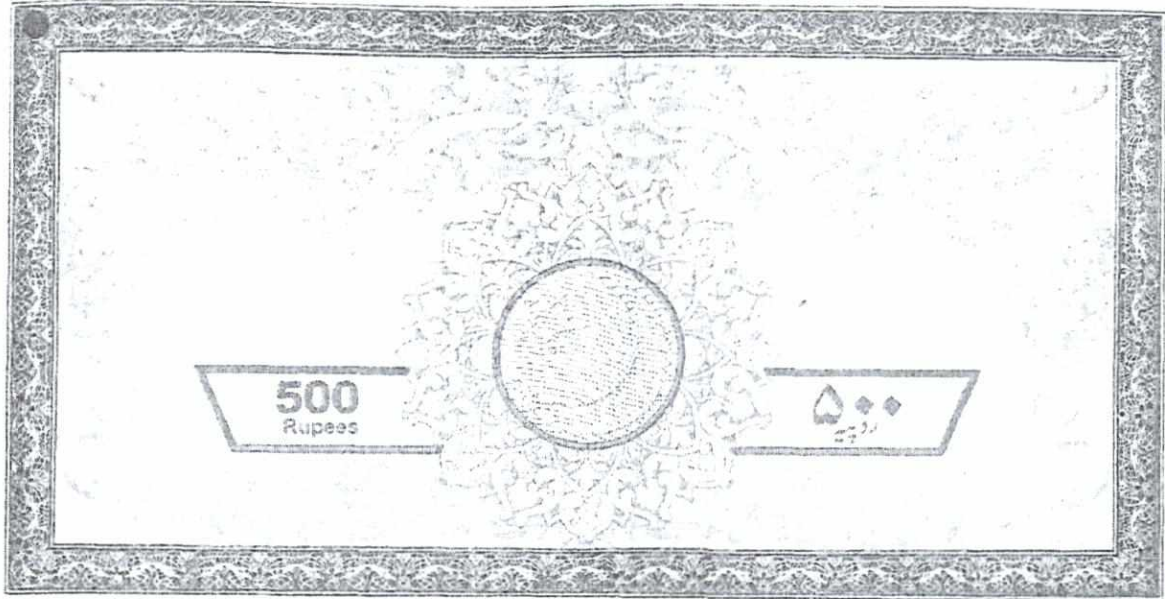
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

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

- i. The Contract Agreement;
- ii. Letter of Acceptance No. 2(462)/GM(P&CA)/NHA/2016/198 dated 3<sup>rd</sup> February 2016;
- iii. Corrigendum No. 01 & 02;
- iv. Corrected Letter of Price Bid and Corrected Price Bid (Bill of Quantity) submitted by M/s Rakshani Builders (Pvt.) Ltd., vide letter No. RB/RO/Tenders/2015/286 dated 9<sup>th</sup> December 2015;
- v. The completed Form of Bid (Letter of Technical and Price Bid);
- vi. Special Stipulations (Appendix-A to Bid);
- vii. The Particular Conditions of Contract - Part-II;
- viii. The General Conditions of Contract - Part-I;
- ix. The Priced Bill of Quantities (Appendix-D to Bid);
- x. The completed Appendices to Bid (C, E to P);
- xi. The Drawings;
- xii. Special Provisions;

Arshad Mehmood Ch.  
Member (Engg. Coord.)  
National Highway Authority  
Islamabad





- xiii. Technical Provisions;
- xiv. Supplementary Specifications;
- xv. NHA General Specifications and its addenda.

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

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

For and on behalf of  
National Highway Authority  
**(Employer)**

For and on behalf of  
M/s Rakshani Builders (Pvt.) Ltd.  
**(Contractor)**



Arshad Mehmood Ch  
 Member (Engg. Coord.)  
 National Highway Authority  
 Islamabad



Rama M. Akhtar

34403-1878178-9



Witness



IMTIAZ AHMAD KHAN

34301-1777018-1

Witness



Masood Haki

37405-3200205-9