



**CONSTRUCTION OF BOUNDARY WALL AT
BHALWAL INDUSTRIAL ESTATE (BIE)
BHALWAL
FOR THE YEAR 2023-24**

Contract # PIE/P&C/BW/BIE/23/69

**BIDDING DOCUMENTS
VOLUME-I**

December 2023

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INVITATION FOR BIDS

INVITATION FOR BIDS

1. The Employer, Punjab Industrial Estates Development and Management Company, invites sealed bids from eligible firms licensed by the Pakistan Engineering Council in the category of C-6 or above with specialized codes CE10, having experience of similar works, for **“CONTRACT FOR CONSTRUCTION OF BOUNDARY WALL AT BHALWAL INDUSTRIAL ESTATE (BIE) BHALWAL FOR YEAR 2023-24”**. Estimated cost of Contract is Rs:10.0 Million.
2. Complete set of bidding documents can be purchased on payment of a non-refundable fee of Rs. 2,000/- (Rupees Two Thousand only) pay order/bank draft from a scheduled Bank in Pakistan, in favour of PIEDMC. Tender documents can be purchased from Chief Engineer (P&C) Head Office, Punjab Industrial Estates, Development and Management Company, Commercial Area (North), Sundar Industrial Estate, Raiwind Road, Lahore during working hours w.e.f. **the date of publication of advertisement in the Newspaper.**
3. Bidding will be conducted under the provision of PPRA Rules -2014 (amended upto date) on single stage two envelope basis
4. Bids will be **received** in Head Office till 03:00 PM by **4th January, 2024**. Bids will be opened on the same day at 03:30 PM in Board Room of Punjab Industrial Estates, Development and Management Company, Commercial Area (North), Sundar Industrial Estate, Raiwind Road, Lahore, in the presence of Bidders or their authorized representatives who wish to attend the bid opening process.
5. All bids must be accompanied by a bid security equal to **Rs 200,000/-**, in the form of Bank Guarantee / CDR from a scheduled Bank in Pakistan in favour of PIEDMC. Bid received without bid security, in the requisite amount, shall be rejected
6. Please contact our office between 9:00 AM to 4:00 PM from Monday to Friday for any query or question.
7. Competent authority reserves the right to reject any or all the bids without assigning any reason therefor.

Yours faithfully,

Ch. Khizar Hayat
Chief Engineer (P&C)

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Employer will arrange funds either from sale of plots or by borrowing loan from Government.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) duly licensed by the Pakistan Engineering Council (PEC) in the category of C-6 (CE10) and above for value of Works. (Copy of the valid certificate to be attached)
- b) Minimum three (03) projects of similar size and nature in last 5 years. The value of at least 03 projects must be more than Rs: 10 Million related to Infrastructure Development works etc. (Documentary evidence to be attached)

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid

Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices (BOQ)
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be Performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact

3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
 - (iv) Form of Bank Guarantee for Advance Payment
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least three (3) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

- 6.1 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.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 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.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

- 8.1 The bid prepared by the bidder shall comprise the following components:
 - (a) Covering Letter

- (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
- (d) Bid Security furnished in accordance with Clause IB.13.
- (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
- (f) Documentary evidence in accordance with Clause IB.11
- (g) Documentary evidence in accordance with Clause IB.12.
- (h) Documents as per Clause IB.2.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 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 pursuant to Sub-Clause IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.
- (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non-compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of price from other bidders, the price will be estimated by the Engineer/Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

- (iii) Price Adjustment for Deviation in Terms of Payments
Refer to Bidding Data

IB.17 Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 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 therefor in writing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Employer's Right

- 19.1 Subject to Sub-Clause IB.19.2, 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 qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Not with standing Sub-Clause IB.19.1, 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 to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 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.

- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the

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

- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

BIDDING DATA

Reference to Instructions to Bidders	Bidding Data
IB.1 1.1	<p>Scope of Bid <u>“Contract for Construction of Boundary Wall at Bhalwal Industrial Estate (BIE) Bhalwal For Year 2023-24”</u> Name and Address of the Employer Punjab Industrial Estates Development & Management Company (PIEDMC) Attention: Chief Executive Officer (CEO) Commercial Area (North), Sundar Industrial Estates, Sundar-Raiwind Road, Lahore Tel: 042-35297203-6 Fax: 042-35297207</p>
IB.1 1.2	<p>Source of Funds All payments shall be made in Pak Rupees through Employer’s own resources will be arranged either from sale of plots or by borrowing loan from Government .</p>
IB.2 2.1	<p>Eligible Bidders Entire text of Sub-Clause IB.2.1 is deleted and substituted with the following: This invitation to Bids is open to all Bidders meeting the following requirements:</p> <p>(a) A Bidder, and all partners constituting the Bidder, shall have the nationality of Islamic Republic of Pakistan. A Bidder shall be deemed to have the nationality of Pakistan if the Bidder is constituted, incorporated and operates in conformity with the provisions of the laws of Pakistan.</p> <p>(b) A Bidder shall be duly licenced by the Pakistan Engineering Council (PEC) in the C-6 category. In case of Joint Venture (JV), all</p>
	<p>Partners shall be duly licenced by PEC and shall meet the aforesaid licencing requirement of C-6 category.</p> <p>(c) A Bidder shall be registered with Income Tax Department & PRA and must be on Active Taxpayer List of the Federal Board of Revenue and PRA at the time of submission of its Bid.</p> <p>(d) A Bidder shall not be eligible to participate in this bidding process while under temporary suspension or debarment/blacklisting by the</p>

Reference to Instructions to Bidders	Bidding Data
	<p>Employer, any Government/Semi Government/Public Department in Pakistan (whether notified or not by Punjab Procurement Regulatory Authority (PPRA) on its website).</p> <p>(e) Bidders shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to be in a conflict of interest with one or more parties in the bidding process, if any of the following apply:</p> <ul style="list-style-type: none"> (i) A Bidder participates in more than one Bids in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all Bids in which the Bidder has participated; (ii) Two or more Bidders partially or wholly owned or directed by common individuals, regardless of extent of their shares or interest shall not be eligible to participate in the bidding process. Either only one such Bidder may participate or such Bidders may form a joint venture to participate as one venture; and (iii) a Bidder or its affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of this bidding process. <p>(f) Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request</p>
<p>IB.4 4.1</p>	<p>Contents of Bidding Documents Delete whole text of Sub-Clause IB.4.1 and substitute with the following: The Bidding Documents, in addition to Invitation to Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.6:</p> <p><u>Volume-I</u></p> <ol style="list-style-type: none"> 1. Instructions to Bidders; 2. Bidding Data together with Annex-1 to Bidding Data (Eligible Countries); 3. Eligibility & Qualification Criteria together with Bidder's Qualification Forms 4. Forms of Technical Bid & Price Bid and Appendices to Bid; 5. Form of Bid Security; 6. Form of Contract Agreement; 7. Forms of Performance Security and Mobilization Advance Guarantee; 8. General Conditions of Contract, Part-I (GCC); 9. Particular Conditions of Contract, Part-II (PCC); and <p><u>Volume-II</u></p> <ol style="list-style-type: none"> 10. Bill of Quantities (BOQ) <p><u>Volume-III</u></p> <ol style="list-style-type: none"> 11. Specifications - Technical Provisions

Reference to Instructions to Bidders	Bidding Data
	<u>Volume-IV</u> 12. Drawings
IB.5 5.1	<p>Clarification of Bidding Documents All queries shall be directed to:</p> <p><u>Chief Engineer (Planning & Contracts)</u> Punjab Industrial Estates Development & Management Company (PIEDMC) Commercial Area (North), Sundar Industrial Estates Sundar-Raiwind Road, Lahore Tel: 042-35297203-6 Fax: 042-35297207</p>
IB.7 7.1	<p>Language of Bid: English.</p>
IB.8 8.1	<p>Documents Comprising the Bid</p> <p>Entire text of Sub-Clause IB.8.1 is deleted and substituted with the following:</p> <p>The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, each containing the documents listed here under, both envelopes enclosed together in one outer single envelope.</p> <p><u>Technical Bid</u></p> <ul style="list-style-type: none"> (a) Duly filled-in Form of Technical Bid; (b) Bid Security; (c) Written power of attorney, duly notarized, authorizing the signatory of the Bid to act for and on behalf of the Bidder; (d) Duly filled-in all Appendices to Bid except Appendix-D to Bid (Bill of Quantities), along with all requisite attachments/supporting documentary evidences; (e) Proof of purchase of the Bidding Documents directly from the Employer; (f) Other documents required to be submitted as stated in Eligibility and Qualification Criteria and Bidder's Qualification Forms; and (g) Any other documents required to be submitted with Technical Bid in accordance with these Bidding Documents. <p>The Bidder shall submit sufficient details to demonstrate the adequacy of the Bid in meeting requirements for timely completion of the Works.</p> <p><u>Price Bid</u></p> <ul style="list-style-type: none"> (a) Duly filled-in Form of Price Bid; (b) Duly filled-in Schedule-A to Bid (Summary of Bid Schedule); and

Reference to Instructions to Bidders	Bidding Data
	(c) Any other documents required to be submitted with Price Bid in accordance with these Bidding Documents.
IB.10 10.4	<p style="text-align: center;">Bid Prices, Currencies of Bid and Payment</p> <p>Following Sub-Clause is added at the end of ITB Clause 10.</p> <p>a) The Bidder, by the act of submitting a bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the bidder may make from the information furnished by the Employer or the Engineer. No verbal agreement or conversation with any officer, employee or agent of the Employer or the Engineer shall affect or modify any of the terms or obligations contained in the Bidding Documents.</p> <p>b) The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing and importing of materials from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his bid for all delays, additional costs and financing charges that may arise directly or indirectly there from.</p> <p>c) Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the Works, the rates, total amounts and the Contract shall not relieve the Bidder whose bid is accepted from any risks or liabilities or from the responsibility of completing and handing over the Works.</p> <p>d) The rates and prices set down by the Bidder against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described there under and shall be deemed to include all costs of performing the Works including all taxes and duties (except Provincial Sales Tax which shall be shown as separate line item at the end of summary cost), profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Bidding Documents.</p> <p>Period of Bid Validity is one hundred twenty(120) days after the Date of Bid Opening.</p>
IB.13 13.1	<p>Bid Security</p> <p><u>Amount of Bid Security</u></p> <p>Amount of Bid Security shall be Pak. Rs. 200,000/-, as fixed lumpsum.</p> <p>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 counter guaranteed by a Scheduled Bank in Pakistan in case it is issued by a foreign Bank outside Pakistan, in favour of the Employer valid for a period 28 day beyond the Bid Validity date. The Bid Security (original + 1 copies) should be submitted in a separate sealed envelope. Name and identification number of the Contract and name of Bidder should be clearly typed on the envelope</p>

Reference to Instructions to Bidders	Bidding Data
IB.14 14.1	<p>Bid Validity, Format Signing of Bid and Submission of Bid Period of Bid Validity is one hundred twenty(120) days after the Date of Bid Opening.</p>
14.4	<p>The text of Sub-Clause IB.14.4 is deleted and substituted with the following:</p> <p>The Bidder shall prepare by filling out the forms completely and without alterations one original of the Technical Bid and one original of the Price Bid as described in Sub-Clause 11.1 hereof and clearly mark it “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. In addition, the Bidder shall submit two (02) copies each of Technical Bid and Price Bid, clearly marked as “COPY NO. ___ - TECHNICAL BID” and “COPY NO. ___ -PRICE BID”. In the event of any discrepancy between the original and the copies, the original shall prevail.</p>
14.5	<p>Following paragraph is added at the end of this Sub-Clause.</p> <p>Bidding Documents, all Addenda, corrigenda, clarifications and supplementary information issued by the Employer, initialed and stamped by the person or persons signing the bid, shall also be submitted with the Bid for the purpose of acknowledgment of its receipt.</p>
14.6	<p>Employer’s address for purpose of Bid submission: General Manager(Planning & Contracts) Punjab Industrial Estates, Development & Management Company (PIEDMC) Commercial Area (North), Sundar Industrial Estate, Sundar-Raiwind Road, Lahore Tel: 042-35297203-6</p>
14.7	<p>Following is added at the end of this Clause:</p> <p>Bids shall be prepared and submitted on the Form of “Bid” provided in the Bidding Documents. All blank spaces must be filled in and completed. Form of Bid must be without interlineations or alteration of the original wording. Bids with incomplete and/or unsigned Form of Bid may be rejected /considered Non-Responsive.</p>
IB.15 15.1	<p>Deadline for submission of Bids As mentioned in Invitation to Bid. If in case/scenario the last date of submission is declared a public holiday the next working day shall be considered the deadline for submission of bids.</p>
IB.16	<p>Bid opening, Clarification and Evaluation The text of Sub-Clause IB.16 is deleted and substituted with the following:</p>

Reference to Instructions to Bidders	Bidding Data
16.1	<p>The Employer will open the Technical 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 herein. The Bidders' representatives who are present shall sign a register evidencing their attendance.</p> <p>Venue: Committee Room, Punjab Industrial Estates Development & Management Company (PIEDMC) Commercial Area (North), Sundar Industrial Estates Sundar-Raiwind Road, Lahore Time: 03:30 PM Date: As mentioned in Invitation to Bid</p> <p>The Price Bids will remain unopened and will be held in custody of the Employer until the time of their opening.</p> <p>First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p>
16.2	<p>Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with Sub-Clause 23.1 hereof. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p>
16.3	<p>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 as well as Modification, will remain unopened in accordance with Sub-Clause 23.1 hereof.</p>
16.4	<p>All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:</p>

Reference to Instructions to Bidders	Bidding Data
16.5	<p>(a) the name of the Bidder;</p> <p>(b) whether there is a modification or substitution;</p> <p>(c) presence of Bid Security; and</p> <p>(d) any other details as the Employer may consider appropriate.</p>
16.6	<p>Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. The Form of Technical Bid shall be initialled by the nominated representatives of the Employer attending the Bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with Sub-Clause IB.21.1.</p>
16.7	<p>The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification.</p>
16.8	<p>The Employer may, at its discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in the Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered</p> <p>The Employer will determine whether each Technical/Price Bid is substantially responsive to the requirements of the Bidding Documents.”</p> <p>A substantially responsive Technical Bid is one which:</p> <ul style="list-style-type: none"> (i) meets the eligibility and qualification criteria delineated in the Bidding Documents; (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. <p>The Employer shall first examine eligibilityand thereafter qualification of the Bidders. The Bidders who will not meet the eligibilityor qualification criteria, shall be held non-responsive and their Technical Bids shall not be further evaluated.</p> <p>A substantially responsive Price Bid is one which:</p> <ul style="list-style-type: none"> (i) has been properly signed; and

Reference to Instructions to Bidders	Bidding Data
16.9	<p>(ii) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.</p> <p>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</p>
16.10	<p>At the end of the evaluation of the Technical Bids, the Employer will invite bidders whose Technical Bids have been declared substantially responsive, to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.</p>
16.11	<p>The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Documents and return their Price Bids unopened as per procedure laid down in Punjab Procurement Rules 2014.</p>
16.12	<p>The Employer shall conduct the opening of Price Bids of all Bidders whose Technical Bids were declared substantially responsive, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall sign a register evidencing their attendance.</p> <p>All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:</p> <ul style="list-style-type: none"> (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the Bid Prices, including any discounts; and (d) any other details as the Employer may consider appropriate. <p>Only Price Bids and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. The Form of Price Bid and Summary of Bill of Quantities shall be initialled by the nominated representatives of the Employer attending the Bid opening. No Bid shall be rejected at the opening of Price Bids.</p>

Reference to Instructions to Bidders	Bidding Data
	The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price and any discounts.
IB.17 17.1	Process to be Confidential The words “fifteen (15) days” appearing in 10 th line of this Clause is substituted with “ten (10) days”.
IB.19 19.3	Award Sub-Clause IB.19.3 is added: The Employer, at any stage of the bid evaluation, having credible reasons for or <i>prima facie</i> evidence of any defect in subcontractors’ or Bidder’s capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already declared substantially responsive.
IB-21 21.1	Performance Security Form and amount of performance Security is stated in the Conditions of Contract. It will be 10% of the value of contract stated in the Letter of Acceptance in the form as specified in clause 4.4 of the conditions of contract.
	Completion Time The completion time of project after issuance of letter to commence is Three (03) months.

**ELIGIBILITY AND
QUALIFICATION CRITERIA
&
BIDDER'S
QUALIFICATION FORMS**

ELIGIBILITY AND QUALIFICATION CRITERIA

1. General

The Employer shall use this Eligibility and Qualification Criteria to evaluate the Bids and qualify the Bidders in accordance with IB.26. The Bidder shall provide all the information requested in the relevant forms contained in Bidder's Qualification Forms provided hereof.

The information provided in the forms shall be substantiated with valid documentary evidences otherwise the requirement will not be considered as complied.

2. Criteria

Eligibility and Qualification Criteria described here below must be met by the legal entity(ies) comprising the Bidder.

2.1 Eligibility

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	Lead Partner	

2.1.1 Nationality

Nationality in accordance with paragraph (a) of Sub-Clause 2.1 of Bidding Data.	must meet requirement	not applicable	must meet requirement	meet requirement	Form of Technical Bid, Forms I-1 & ELI- 2 attachments
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2.1.2 PEC Licencing

ing by Pakistan Engineering Council (PEC) in accordance with paragraph (b) of Sub-Clause 2.1 of Bidding Data.	must meet requirement	applicable	be registered with PEC	must meet requirement	PEC Licence.
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2.1.3 Tax Registration

ement of the firm on Active Taxpayer List (ATL) of FBR & PRA in accordance with paragraph (c) of Sub-Clause 2.1 of Bidding Data.	must meet requirement	applicable	must meet requirement	must meet requirement	tracts of ATL
Criteria	Compliance Requirements			Documents	
Requirement		Joint Venture			

	Single Entity	All Partners Combined	Each Partner	Lead Partner	Submission Requirements
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2.1.4 Debarment/Blacklisting

having been debarred/blacklisted by the Employer, any Government / Semi Government/Public Department in accordance with paragraph (d) of Sub-Clause 2.1 of Bidding Data.	must meet requirement	applicable	must meet requirement	must meet requirement	of Technical Bid
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2.1.5 Conflict of Interest

Conflict of Interest in accordance with paragraph (e) of Sub-Clause 2.1 of Bidding Data.	must meet requirement	applicable	must meet requirement	must meet requirement	of Technical Bid, Forms ELI-1 & ELI- 2 and attachments
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2.2 Pending Litigation and Arbitration

pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than fifty percent (50%) of the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to any past Joint Venture	applicable	must meet requirement by itself or as partner to any past Joint Venture	must meet requirement	Form LIT – 1 and attachments
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2.3 Financial Situation

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

2.3.1 Historical Financial Performance

<p>Submission of separate yearly audited financial statements for the last three (03) years to demonstrate the current soundness of the Bidder's (legal entity) financial position and its prospective long-term profitability.</p> <p>Minimum, Net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.</p>	Must meet requirement	Not applicable	Must meet requirement	Must meet requirement	Form FIN – 1 attachments
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2.3.2 Average Annual Construction Turnover

<p>Minimum average annual construction turnover of PKR 10 million (Pak Rupees One Million) calculated as total certified payments received for contracts in progress or completed, within the last three (3) years.</p>	Must meet requirement	Must meet requirement	Must meet requirement	Partner must meet requirement	Form FIN – 2 attachments
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2.4 Experience in Contracts of Similar Size and Nature

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	Lead Partner	
Requirement					
Minimum three (03) projects of similar size and nature in last 5 years. The value of each project must be more than Rs. 10 Million related to Infrastructure Development Works or projects having a component of Infrastructure development works of minimum Rs.10 Million.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form EXP-1 attachments

Notes:

- (ii) Project having amounting less than PKR 10 Million shall not be considered.
- (iii) Similar nature projects means projects related to Infrastructure development Works more than Rs.10 Million or projects having a component of Infrastructure development Works of minimum Rs.10 Million.
- (iv) The projects shall have been executed as prime contractor only. In case of JV, the amount of work will be worked out as per share in the JV Agreement.
- (v) The Bidder shall submit authenticated documentary evidence which include Taking Over Certificate/Completion Certificate of the contracts being claimed under above mentioned criteria.

2.5 Personnel

The Bidder must demonstrate that it has the suitably qualified personnel for the key positions that meet the following requirements and will be made available for this contract as per requirements:

Sr. No.	Position	Total Work Experience [years]	Experience In Similar Work [years]
1	Project Manager (Civil)	07	05
2	Quantity Surveyor	05	03
3	Civil Surveyor	05	03
4	Sub Engineer Civil	05	03

The Bidder shall provide details of the above mentioned personnel that the Bidder considers appropriate to perform the Contract together with their academic qualifications and experience. The Bidder shall also complete the Forms PER-1 and PER-2.

2.6 Equipment

The Bidder must demonstrate that it owns the following key equipment:

Sr. No.	Equipment Type	*Minimum Numbers Required
1	Grader	1
2	Excavator	1
3	Dumpers / Tractor Trolley	1
4	Water Bowser/Tanker	1
5	Concrete Mixer Machine	1
6	Surveying instrument (Total Station & Auto level etc.)	1 set
7	Generator	1

* These are the minimum requirements. However, the Bidder should have sufficient resources to complete the Project within scheduled time. The Bidder shall provide details of proposed items of equipment using Form EQUIP-1.

BIDDER'S QUALIFICATION FORMS

To establish its qualifications to perform the Contract in accordance with Eligibility and Qualification Criteria, the Bidders shall provide all the information requested in the corresponding forms included herein.

1	Form ELI - 1:	Bidder Information Sheet (In case of Single Entity)
2	Form ELI - 2:	Bidder Information Sheet (In case of Joint Venture)
3	Form LIT - 1:	Pending Litigation and Arbitration
4	Form FIN - 1:	Financial Situation
5	Form FIN - 2:	Average Annual Construction Turnover
6	Form FIR - 1:	Financial Resources
7	Form FIR - 2:	Current Contract Commitments/Works in Progress
8	Form EXP - 1:	Experience in Contracts of Similar Size and Nature
9	Form PER - 1:	Proposed Personnel
10	Form PER-2:	Resume of Proposed Personnel

-Note-

The information provided in the corresponding forms included herein should be substantiated with valid documentary evidences otherwise the requirement will not be considered as complied.

(i) **Form ELI - 1: Bidder Information Sheet (In case of Single Entity)**

Bidder Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following documents.	
<input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above along with list of controlling shareholders, directors and legal representative.	
<input type="checkbox"/> 2. Authorization to represent the firm named above.	

(ii) **Form ELI - 2: Bidder Information Sheet (In case of Joint Venture)**

Each partner of a JV must fill in this form.

Joint Venture Information	
Bidder's legal name	
JV Partner's legal name	
JV Partner's country of constitution	
JV Partner's year of constitution	
JV Partner's legal address in country of constitution	
JV Partner's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following documents.	
<input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above along with list of controlling shareholders, directors and legal representative.	
<input type="checkbox"/> 2. Authorization to represent the firm named above.	
<input type="checkbox"/> 3. Joint Venture Agreement; a statement to the effect shall be included in the JV Agreement that all partners of the Joint Ventures 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.	

(iii) **Form LIT - 1: Pending Litigation and Arbitration**

Each Bidder or partner of a JV must fill in this form.

Pending Litigation and Arbitration			
<p><input type="checkbox"/> Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation and arbitration in accordance with Criterion 2.2 of Eligibility and Qualification Criteria</p> <p><input type="checkbox"/> Below is a description of all Pending litigation and arbitration in accordance with Criterion 2.2 of Eligibility and Qualification Criteria</p> <p>worth for the last year = PKR _____ per Form FIN - 1]</p>			
Year	Matter in Dispute	Value of Pending Claim in respective currency _____ —	Value of Pending Claim in PKR Equivalent

Total	
Value of Pending Claim as a Percentage of Net Worth	

(iv)

(v) **Form FIN - 1: Financial Situation**

Each Bidder or partner of a JV must fill in this form.

Financial Data for Previous 5 [Years PKR Equivalent]		
:	:	Year 3:

Information from Balance Sheet

Assets (TA)			
Liabilities (TL)			
Net Worth =TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital =			

Information from Income Statement

Revenues			
Before Taxes			
After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last five years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the firm.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

(vi) Form FIN - 2: Average Annual Construction Turnover

Each Bidder or partner of a JV must fill in this form.

Annual Turnover Data for Last 5 Years	
Year	Amount (PKR)
Average Annual Turnover:	

The information supplied should be the Annual Construction Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for contracts in progress or completed.

Form EXP – 1: Experience in Contracts of Similar Size and Nature

Each Bidder or partner of a JV must fill this form.

Fill out one (1) form per contract.

Contract of Similar Size and Nature	
Name of Firm:	
Contract No	Contract Identification
Award Date:	Completion Date:
Total Contract Amount	in respective currency _____: in PKR Equivalent*:
If partner in a Joint Venture, specify participation of total contract amount	Percentage share in Total: Corresponding Amount (in PKR):
Employer’s name Address Telephone number Fax number E-mail	
Description of the Similarity in Accordance with Criterion 2.4 of Eligibility and Qualification Criteria	

* Converted to PKR at the rate of exchange at the date of contract.

Form PER - 1: Proposed Personnel

The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Eligibility and Qualification Criteria. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of Position*
	Name
2.	Title of Position*
	Name
3.	Title of Position*
	Name
4.	Title of Position*
	Name
7.	Title of Position*
	Name

*As listed in Eligibility and Qualification Criteria

Form PER - 2: Resume of Proposed Personnel

Position		
Personnel Information	Name	Date of birth
	Professional qualifications along with PEC registration No. (if applicable):	
	Total Work Experience [Years]:	Experience in Similar Work [Years]:
Present Employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	ny/Project/Position/Relevant Technical and Management Experience

Form EQUIP - 1: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Eligibility and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed.

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased	

**FORM OF BID
AND
SCHEDULES TO BID**

**FORM OF BID AND SCHEDULES TO BID
FORM OF BID**

(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of _____ and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices (BOQ)
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule F to Bid: Integrity Pact]

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.

1. Preamble to Schedule of Prices
2. Schedule of Prices

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 as given in the BOQ
(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 utilise such sums.

SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
--	--	---

Note:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

SCHEDULE – E TO BID

(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 Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

CONDITIONS OF CONTRACT & CONTRACT DATA

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

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

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

Persons

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

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

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

Dates, Times and Periods

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

1.1.8 “Day” means a calendar day

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

Money and Payments

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

Other Definitions

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

1.1.12 “Country” means the Islamic Republic of Pakistan.

1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.

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

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

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

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

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

- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.
- 1.1.21 “Framework Contract” means a contract whereby the procurement is made for a certain volume of Works over a specific period against an agreed sum or rates per item or Percentage above or below the MRS or Lump Sum
- 1.2 **Interpretation**
Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.
- 1.3 **Priority of Documents**
The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.
- 1.4 **Law**
The law of the Contract is the relevant Law of Islamic Republic of Pakistan.
- 1.5 **Communications**
All Communications related to the Contract shall be in English language.
- 1.6 **Statutory Obligations**
The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.
- 2. THE EMPLOYER**
- 2.1 **Provision of Site**
The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.
- 2.2 **Permits etc.**
The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.
- 2.3 **Engineer’s/Employer’s Instructions**
The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.
- 2.4 **Approvals**
No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor’s obligations.
- 3. ENGINEER’S/EMPLOYER’S REPRESENTATIVES**
- 3.1 **Authorised Person**
The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.
- 3.2 **Engineer’s/Employer’s Representative**
The name and address of Engineer’s/Employer’s Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security to the amount of 10% of the value of contract stated in the Letter of Acceptance at the option of the bidder, in the form of Bank Guarantee / CDR from a Scheduled Bank in Pakistan in favour of PIEDMC

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

5.2 Responsibility for Design

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

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) 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 of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his

reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 Remediating Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) where appropriate, at rates in the Contract, or
- b) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- c) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- d) at a lump sum price agreed between the Parties

10.3 Early Warning

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

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

10.4. **Valuation of Claims**

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

10.5 **Variation and Claim Procedure**

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

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Employer to the Contractor within 14 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 28 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 28 days and Final Payment in 42 days in case of foreign funded project

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

a) the value of the Works executed; and

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

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

11.3 **Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding fourteen (14) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 **Retention Money**

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

11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of

submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

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

12. DEFAULT

12.1 Default by Contractor

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

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

12.2 Default by Employer

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilise the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

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

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

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the

Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

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

15.3 Arbitration

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

16 INTEGRITY PACT

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

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

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

17. Liquidated Damages for Delay

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 in the Contract, then the Contractor shall pay to the Employer the relevant sum stated in the Contract Data 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.

CONTRACT DATA

Conditions of Contract Part-II

1.1.4 **The Employer** means;
Chief Executive officer (CEO)-Punjab Industrial Estates Development & Management Company

1.1.5 **The Contractor** means;

1.1.7 **Commencement Date** means;
The date given in the Order to commence the work.

1.1.9 **Time for Completion:** As given in the Order to commence the work.

1.1.20 **The Engineer:**
General Manager (Technical), PIEDMC

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

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

- (h) The Specifications
- (i) _____
- (j) _____

2.1 **Provision of Site:**

Date Commencement will be The Date for provision of Site.

3.1 **Authorised person :**

Project Director BIE, Bhalwal

3.2 **Name and address of Engineer's representative**

Project Director BIE, Bhalwal

4.4 **Performance Security:**

10% of the value of contract stated in the Letter of Acceptance in shape of Bank Guarantee / CDR issued by a Scheduled Bank in Pakistan in favour of PIEDMC

Validity: Performance Security will remain valid till successful completion of DLP period i.e 12-months

5.1 **Requirements for Contractor's design (if any):**

Not Applicable

7.2 **Programme:**

Time for submission:

Within Ten (10) days of the receipt of Letter of Acceptance.

9.1 Period for remedying defects

Minimum 12-months effective from issuance of Taking Over Certificate.

11.1 Terms of Payments

Add following at the end of paragraph 11.1 (a)

The Bidder may be required to execute any item of work mentioned in the MRS issued by Govt. of Punjab. The percentage above or below as quoted, on the Market Rate System (MRS) issued by Finance Department Govt. of Punjab for District Sargodha will be applied on the MRS rates. The price will be adjusted as per Price variation notification of the Govt. of Punjab.

The quantities given in the BOQ, are tentative which the client expects would be executed over the period of contract. The payment shall be made on the basis of measurements of actual work executed. Whenever there is requirement for development works, variation order for that specific work will be issued to the Contractor who has been awarded this contract and payment for the work executed, duly verified by the Engineer, will be made on the rates of MRS and Non Schedule items, quoted by the contractor in the bid and of further new Non-schedule items on the rates as determined and approved by "The Engineer" in the variation order.

11.4 Retention Money:

Delete the clause and replace with following

"Retention money equal to Five (05%) of the Work done will be deducted from each payment and half of the retention money will be released upon taking over of the work and remaining half will be released after successful completion of Defect Liability period (DLP) of that particular work.

11.6 Currency of payment:

Pak. Rupees

14.1 Insurances:

Clause is deleted in entirety

15.3 Arbitration

Place of Arbitration: Lahore.

17. Liquidated Damages for Delay

In the fifth line of Sub-clause deletes the words "and not as penalty"

Add the following paragraph at the end of Sub-Clause

The rate of liquidated damages shall be at the rate of 0.1 Percent per day up to maximum of Ten (10) Percent of Contract Price).

Following Clause 18 is added

18. Financial Assistance to Contractor

Provision is made within the Contract for the Contractor to obtain an interest free Mobilization Advance. The advance shall be limited to and will cover mobilization, demobilization and any costs incurred therein by the Contractor. Financial assistance shall be made available to the Contractor by the Employer by adopting the following methodology:

- a. An interest free Mobilization Advance equal to 10% of the Work Order amount (if opted by the Contractor) shall be paid against unconditional, irrevocable, bank

guarantee acceptable to the Employer in two equal parts after the following conditions have been fulfilled.

Part-1: 50% of the total amount of the Mobilization Advance

- That the Contract Agreement has been signed by the Parties.
- The Contractor has submitted bank guarantee for the full amount of the advance payment in the form of bank guarantee.
- The Contractor has submitted the Performance Security in the form as prescribed in Sub-Clause 10.1.

Part-2: Remaining 50% of the total amount of the Mobilization Advance shall be paid on mobilization of resources at the Site by the Contractor to the satisfaction of the Engineer within 30 days from the date of payment of the first part.

- b. The bank guarantee must be issued by a scheduled bank in Pakistan acceptable to the Employer and must be en-cashable in Pakistan. The bank guarantee shall remain valid and enforced until the Mobilization Advance is recovered in full.
- c. At any time, the bank guarantee shall be valid for an amount not less than the amount of the original Mobilization Advance less any partial repayment of that Advance which may have been affected. The Contractor shall inform the guaranteeing bank, by letter, counter signed by the Employer, of the required amount of the guarantee from time to time. Reduction of the amount shall not be made without such authorizing letter.
- d. The deductions shall commence in the next Interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds fifteen percent (15%) of the Contract Price less Provisional Sums. The deductions shall be made at the amortization rate of 15% of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when ninety percent (90%) of the Contract Price less Provisional Sums has been certified for payment.

The Employer shall be empowered to call in the guarantee in whole or in part(s) if the Contractor defaults in the repayment(s) for any reason(s).

STANDARD FORMS

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Bidder) with
address: _____

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

Bid Reference No. _____ Date of Bid _____

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

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

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
 - (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,
- the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

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

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

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

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

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

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with
address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal 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 the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

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

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

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

	_____ Guarantor (Bank)
Witness:	
1. _____	1. Signature _____
_____	2. Name _____
Corporate Secretary (Seal)	3. Title _____
2. _____	
_____	_____ Corporate Guarantor (Seal)
(Name, Title & Address)	

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ 200 _____ between _____ (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

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

NOW this Agreement witnesseth as follows:

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

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

Signature of the Contactor

Signature of the Employer

(Seal) (Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

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

_____ (Particulars of Contract), with _____
_____ (hereinafter called the Contractor).

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

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

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

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

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

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

Guarantor (Scheduled Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

TECHNICAL SPECIFICATIONS

- 1. Technical specification of MRS items, issued by Finance Department Govt. of Punjab will be used**
- 2. Technical specification of Non Schedule items, are given in Volume-II/III**

TENDER DRAWINGS

Volume-IV