



**CONSTRUCTION OF ACCESS ROAD FROM
MURIDKE ROAD TO QUAID-E-AZAM
BUSINESS PARK (QABP) ON M-2 MOTORWAY
SHEIKHUPURA**

Contract # PIE/P&C/QABP-AR/20/17

**BIDDING DOCUMENTS
VOLUME-I**

AUGUST 2020

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INVITATION FOR BIDS

INVITATION FOR BIDS

1. The Employer, Punjab Industrial Estates Development and Management Company, invites sealed bids from Constructors registered with PEC in category C-5 or above with codes of CE-01(i), having experience of similar works for , “**CONSTRUCTION OF ACCESS ROAD FROM MURIDKE ROAD TO QUAID-E-AZAM BUSINESS PARK (QABP) ON M-2 MOTORWAY SHEIKHUPURA**”, which will be completed **in Four (04) months**.
2. Complete set of bidding documents may be purchased on payment of a non-refundable fee of Rs. 3,000/- (Three Thousand only) through CDR / pay order/ bank draft in favour of PIEDMC. No Bidding Document will be issued on last submission date.
3. A pre bid meeting will be held in Board Room of Head Office on **7th September 2020** at 11:00 AM in Board Room of PIEDMC Office, Punjab Industrial Estates Development and Management Company, 3rd Floor, One Window Service Center, Adjacent to office of Board of Management, Quaid-e-Azam Industrial Estate, Kot Lakhpat, Lahore
4. Bids will be received at address given below till 11:00 AM by **17th September 2020**

City Office

**Punjab Industrial Estates Development and Management Company,
3rd Floor, One Window Service Center, Adjacent to office of Board of
Management, Quaid-e-Azam Industrial Estate, Kot Lakhpat, Lahore**

and Bids will be opened on the same day at 11:30 AM in Board Room of City Office, 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. 1,080,000/- (Rupees One Million and Eighty Thousand only), in the shape of Pay Order / Demand Draft / CDR, from a Scheduled Bank in Pakistan, in favour of PIEDMC without which the bid will not be entertained.
6. Competent authority reserve the right to reject all the bids as per PPRA Punjab Rule 35.

Yours faithfully,

Muhammad Javed Ilyas
General Manager (Planning & Contracts)

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarised in the Bidding Data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

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

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders registered with PEC in category C-5 or above with codes of CE-01(i), having experience of similar works.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder’s own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a

result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

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

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

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

IB.8 Clarification of Bidding Documents

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

Copies of the Employer's response will be forwarded to of the prequalified firms, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

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

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

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

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following :
 - (i) Evidence of access to financial resources alongwith average annual construction turnover;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.

And

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

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

and other pertinent information such as mobilization programme etc;

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

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and

- this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
 - (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Employer.
- 11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder. Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.
- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and

shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Bid Validity

- 14.3 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.4 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Bank Guarantee /Deposit at Call / Pay Order / Demand Draft issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the PIEDMC valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security and non refundable fee shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

- 15.6 The Bid Security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

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

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than three (3) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without

alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.

- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
 - (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
 - (a) be addressed to the Employer at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the contract as defined in the Bidding Data; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be

undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

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

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

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

IB.21 Late Bids

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

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

IB.22 Modification, Substitution and Withdrawal of Bids

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

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

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

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

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

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

23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall

not be opened.

- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

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

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

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

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

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

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding

Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.

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

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

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

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

IB.31 Notification of Award

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

IB.32 Performance Security

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

IB.33 Signing of Contract Agreement

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the

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

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

IB.34 General Performance of the Bidders

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

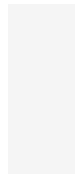
IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

BIDDING DATA



BIDDING DATA

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

Reference to Instruction to Bidder	Bidding Data
IB-1 1.1	Scope of Bid The work under this Contract # PIE/P&C/QABP-AR/20/17 comprises of the “ CONSTRUCTION OF ACCESS ROAD FROM MURIDKE ROAD TO QUAID-E-AZAM BUSINESS PARK (QABP) ON M-2 MOTORWAY SHEIKHUPURA ”.
1.1	Name and Address of the Employer: Chief Executive Officer, Punjab Industrial Estates Development & Management Company (PIEDMC) Employer’s Representative Any Person to be nominated by the Employer Punjab Industrial Estates Development & Management Company (PIEDMC) Commercial Area (North), Sundar Industrial Estate Sundar-Raiwind Road, Lahore Tel: 042-35297203-6 , Fax: 042-35297207
IB-2 2.1	Source of Funds PIEDMC arranged funds from its own source
IB-6 6.1 6.2	Site Visits Delete the text and substitute: The Bidder or his authorized representative shall visit and inspect the Site of Works including the areas and surroundings to be used for Contractor’s Camp, on his own responsibility and at his own expense, and obtain all the information from his own sources which may be necessary for the purpose of preparing the bid. The Employer may assist but will not take any responsibility for the supply or correctness of the information. The Bidder shall, before submitting his bid, satisfy himself in all respects including the following: (i) The existing facilities in the vicinity of the Site of Work, the hydrological and climatological conditions, the form and nature of the Site of Work. (ii) The quantities and nature of the work and materials necessary

	<p>for completion of the Works.</p> <p>(iii) The means of access to the Site of Work and exit from the Site.</p> <p>(iv) The available accommodation on land for Contractor's Camp within or outside the Site of Work.</p> <p>(v) All necessary information as to risks, contingencies and other circumstances, which may influence or affect the bid.</p> <p>(vi) The existing condition at Site.</p> <p>(vii) Each Bidder shall also enquire and satisfy himself as to the source, the quantity of supply, the sufficiency of and the means of obtaining and transporting all plant, material, labour, fuel, water, electricity, and other matters or things required for or in connection with the Works.</p> <p>(viii) In preparing the bid, Bidder shall also consider his obligation to adequately store all materials and maintain existing facilities and all Temporary Works during the period of their usage.</p>
6.3	The Bidder must make local inquiries as to the physical conditions prevailing at the Site and obtain his own information on all matters and things that may in any way influence him in making a bid and fixing the rates in the Bill of Quantities. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in accordance to the Contract to be entered into by him should his bid be accepted.
6.4	The Bidder shall make his own investigations, enquiries and assessments, on all matters, of all conditions of existing constructions at the site and its vicinity, to his satisfaction before submitting his bid.
6.5	The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.
IB-8 8.1	<i>Clarification of Bidding Documents:</i> Time Limit for Clarifications is the date stated in the Invitation to Bid
B-10 10.1	Language of Bid: English
IB-12 12.3	Bid Prices Add the following paragraphs: a) The Bidder, by the act of submitting a bid, acknowledges that he has inspected the Site of Works and determined the general

	<p>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 before, during or after the execution of the Contract, shall effect or modify any of the terms or obligations contained in the Contract.</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 Federal and Provincial taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract.</p>
<p>IB-13 13.1</p>	<p>Currencies of Bid and Payment: The unit rates and the prices shall be quoted by the bidder entirely in Pak Rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country shall bear all costs and risks for arranging the requirements of such currencies through his own resources. the currency of Payment is Pak Rupees only.</p>
<p>13.2</p>	<p>Delete the text</p>
<p>IB-14 14.1</p>	<p>Bid Validity: Period of Bid Validity is 120 days after the date of bid opening.</p>
<p>IB-15 15.1</p>	<p>Amount of Bid Security: Amount of Bid Security shall be Rs. 1,080,000/- (Rupees One Million and Eighty Thousand only)) in the shape of Bank Guarantee / CDR / Pay Order / Demand Draft from any Scheduled Bank in Pakistan</p>

15.2	<p>Add the text:</p> <p>The bid Security should be submitted in a separate sealed envelope. Name of work and name of Bidder should be clearly typed on the envelope.</p>
<p>IB-16 16.1 & 16.2</p>	<p>Alternate Proposals by Bidders Delete the text and substitute:</p> <p>Alternate proposals by Bidders are not invited. Bidders will only quote for the bid design.</p>
<p>IB-17 17.1</p>	<p>Venue, time, and date of the Pre-Bid Meeting: As stated in Invitation for Bid</p>
17.2	<p>Add at the end of the Para following Errors, Omissions & Queries</p> <p>The Bidder shall notify “the Employer” of any inconsistencies, errors and omissions found in the Bid Documents, prior to the Bid opening date. Withholding of any such information which will later materially affect the contract price during construction may be considered as sufficient grounds for rejection of Bid. All queries shall be emailed to:</p> <p>Manager Contracts (PIEDMC) Punjab Industrial Estates Development & Management Company (PIEDMC) Commercial Area (North), Sundar Industrial Estate Sundar-Raiwind Road, Lahore e-mail:- ahmad.ali@pie.com.pk</p> <p>The Employer is not responsible for any verbal communications or instructions to the Bidders.</p>
<p>IB-18 18.4</p>	<p>Format and Signing of Bid: Number of copies of Bid to be completed & returned: (i) One Original + 1 (one) copy of all documents forming the Bid.</p>
18.5	<p>Delete the last sentence of this para from “All pages” the bid” and substitute with the following:</p> <p>All pages of the bid including appendices, addendum, corrigendums, clarifications, supplementary information as are issued shall be initialed and stamped by the person or persons signing the bid.</p>
18.6	<p>Delete the text and substitute:</p> <p>The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid. Each correction shall be separately signed and stamped. Over-writing, erasures, use of whitening fluid, correction tape for making corrections</p>

	is not permitted. Non compliance of these instructions may be construed as sufficient ground to render the bid non-responsive.
18.7	At the end of this para, add the following: Bids shall be prepared and submitted on the form of “the Bid” provided. All blank spaces must be filled in and completed form 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. The Bidder shall stamp and sign each page of Bid Documents for the purpose of identification and acknowledgement of acceptance thereof. The Bids must conform in all respects to the Bid Documents.
IB-19 19.2(a)	Sealing & Marking of Bids: Employer’s address for purpose of Bid submission: General Manager-Planning & Contracts City Office, Punjab Industrial Estates Development and Management Company, 3rd Floor, One Window Service Center, Adjacent to office of Board of Management, Quaid-e-Azam Industrial Estate, Kot Lakhpat, Lahore
19.2(b)	Name and Number of Contract: As stated in IB-1
IB-20 20.1	Deadline for submission of bids: As stated in Invitation for Bid.
IB-23 23.1	Venue time and date of pre-Bid opening: Venue: As stated in Invitation for Bid Time: As stated in Invitation for Bid Date: As stated in Invitation for Bid
IB-24 24.2	Process to be Confidential Add the following sub-para: Documents submitted by Bidders in connection with the Bid for above named Works will be treated as confidential and will not be returned.
IB-26 26.2	Examination of Bids and Determination of Responsiveness Add following text in sub-para 26.2 after point iv) “conforms to all the terms ...” v) Must meet the minimum criteria set out for eligibility.
IB-28 28.4	Evaluation and Comparison of Bids In the text of sub-clause 28.4, in the sixth line, after the words, “the Employer may” add the following words: “take action under sub-clause 28.5 or may”.

28.5	<p>Evaluation and Comparison of Bids</p> <p>Add the following sub-para:</p> <p>A bid with highly inflated or unworkable rates of any BOQ items may be considered non-conforming and rejected. The Employer may also disqualify such bidder from participating in the subsequent bids who submits such unbalanced and/or unworkable rates of major items of work.</p>
IB-29 29.2	<p>Award of Contract</p> <p>Add the following sub-para:</p> <p>The Employer does not bind himself to award the Contract to the lowest or to any Bidder, but will take into careful consideration the bidders prices and such other factors as are deemed applicable.</p>
32.3	<p>Add the following sub-para 32.3</p> <p>The Performance Security shall be of an amount not less than 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of irrevocable & acceptable Bank Guarantee from any scheduled Bank of Pakistan acceptable to the Employer in favour of Employer (PIEDMC) valid for a period till 28 days after the issue of defect liability certificate.</p>

**FORM OF BID
AND
APPENDICES**



S

FORMS OF BID AND APPENDICE

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FORM OF BID

Bid Reference No. _____
(Name of Contract/Works)

To:

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of _____ 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.
- (vi) 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.
- (vii) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

FB-2

8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____, 20____

Signature: _____

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

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation _____

BA-1
Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1	Employer's name and address	1.1(a)(i)	Chief Executive Officer Punjab Industrial Estates Development & Management Company (PIEDMC) Commercial Area (North), Sundar Industrial Estate, Sundar-Raiwind Road, Lahore. Tel: 042-35297203-6 Fax: 042-35297207
2	Employer's Representative name and address	1.1(a)(i)	TBN Punjab Industrial Estates Development & Management Company (PIEDMC) Commercial Area (North), Sundar Industrial Estate, Sundar-Raiwind Road, Lahore Tel: 042-35297203-6 Fax: 042-35297207
3	Engineer's name and address	1.1(a)(iv)	Chief Operating Officer Punjab Industrial Estates Development & Management Company (PIEDMC) Commercial Area (North), Sundar Industrial Estate, Sundar-Raiwind Road, Lahore Tel: 042-35297203-6 Fax: 042-35297207
4	Engineer's Authority to issue Variation in emergency	2.1	5% of the Contract Price stated in the Letter of Acceptance.
5	Subcontracting	4.1	The aggregate amount of the Works subcontracted shall not exceed 30% of the Contract Price.
6	Language	5.1(a)	The Language is English.
7	Law	5.1 (b)	The Law in-force is that of Islamic Republic of Pakistan.
8	Contract Agreement	9.1	The Contractor shall provide six copies of signed Contract Agreement and Contract Documents.

9	Time for Furnishing Performance Security	10.1	Within 14 days from the date of receipt of Letter of Acceptance.
10	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance, in the form of unconditional, irrevocable Bank Guarantee from Schedule Bank of Pakistan acceptable to the Employer.
11	Period of validity of Performance Security	10.2	28 days from the date of issue of the Defects Liability Certificate.
12	Time for Furnishing Programme	14.1	Within 14 days from the date of receipt of Letter of Acceptance.
13	Cash Flow Estimate	14.3	Within 14 days of Signing of Agreement
14	Insurance of Works, Plant, Contractor's Equipment and other things.	21.1	As stated in Clause 21.1 of PCC
15	Minimum amount of Third Party Insurance and Workmen Compensation	23.2 & 24.2	<p>Third Party</p> <p>Per occurrence with number of occurrence unlimited</p> <p>i) For property, full repair cost or full replacement cost as the case may be per occurrence with the number of occurrence unlimited.</p> <p>ii) in case of death, Pak Rs. 500,000/= per person</p> <p>iii) in case of major injury, Pak Rs. 100,000/= per person</p> <p>iv) in case of minor injury, Pak Rs. 50,000/= per person</p> <p>The Workmen compensation Policy must contain following conditions of indemnification per occurrence with the number of occurrence unlimited:</p> <p>i) in case of death, Pak Rs. 500,000/= per person</p> <p>ii) in case of major injury, Pak Rs. 100,000/= per person</p> <p>iii) in case of minor injury, Pak Rs. 50,000/= per person</p>

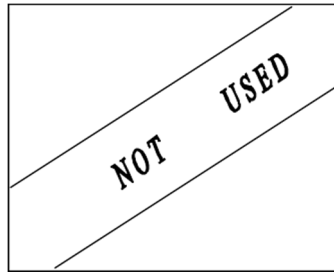
16	Time for Commencement	41.1	Within 07 days from the date of receipt of Engineer's Notice to Commence which shall be issued within seven (07) days after signing of Contract Agreement.
17	Time for Completion	43.1, 48.2	Four (04) Months from the date as notified in the Engineer's Notice to Commence for the complete works.
18	Amount of Liquidated Damages	47.1	As stated in Clause 47.1 of the Conditions of Contract Part-II
19	Amount of Interim Liquidated Damages	47.3	As stated in Clause 47.3 of the Conditions of Contract Part-II
20	Amount of Bonus	47.4	Deleted
21	Taking Over Certificate	48.1	Only One Certificate shall be issued. The Work shall be considered substantially completed if the whole of the work completed to the satisfaction of the Engineer.
22	Taking Over of Sections or Parts	48.2	Taking Over Certificates for Sections or Parts will not be issued.
23	Defects Liability Period	49.1	365 days calculated from the date of completion of work certified by the Engineer.
24	Contractor's overhead and profit including all taxes for the valuation of variations (for non BOQ items).	52.1	20% of the actual incurred cost.
25	Contractor's overhead and profit including all taxes for the payment to Nominated Sub-Contractor	59.4	11% of the actual incurred cost.
26	Number of Copies of Monthly & Final Statement	60.1 & 60.6	Six Numbers.
27	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. 10 Million

28	Time for Certification of Interim Payment Certificate by the Engineer	60.2	28 days from receipt of monthly statement from the Contractor.
29	Percentage of Retention Money	60.3	10% of the amount of Interim Certificate
30	Limit of Retention Money	60.3	05% of Contract Price stated in the Letter of Acceptance.
31	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	28 days.
32	Rate of interest on delayed payment.	60.10	Not applicable
33	Maximum Amount of Mobilization Advance (Interest Free)	60.13	10% of Contract Price stated in the Letter of Acceptance (excluding Provisional Sum if any)
34	Recovery of Mobilization Advance	60.13	Effective from 2nd IPC. The Mobilization Advance shall be recovered in instalments in such a way that whole amount should be recovered one month before the stipulated Completion Time.
35	Contractor's name and address	68.1	_____ (to be completed by the Bidder) _____
36	Notice to Employer & Engineer	68.2	The Employer's Address is: Chief Executive Officer Punjab Industrial Estates Development & Management Company (PIEDMC) Commercial Area (North), Sundar Industrial Estate, Sundar-Raiwind Road, Lahore Tel: 042-35297203-6 Fax: 042-35297207 The Engineer Chief Operating Officer Punjab Industrial Estates Development & Management Company (PIEDMC) Commercial Area (North), Sundar Industrial Estate, Sundar-Raiwind Road, Lahore Tel: 042-35297203-6 Fax: 042-35297207

37	Currency of payment		PKR (Pak Rupees)
Notwithstanding anything contained in the Bid documents, the Punjab Procurement Rules-2014, amended upto date as prepared by the Govt. of Punjab, Punjab Procurement Regulatory Authority, shall be applicable and shall supersede any clause contained in the Bid documents contrary to PPRA-2014.			

BB-1
Appendix-B to Bid

FOREIGN CURRENCY REQUIREMENTS



BC-1
Appendix-C To Bid

PRICE ADJUSTMENT UNDER CLAUSE 70
OF CONDITIONS OF CONTRACT
NOT APPLICABLE

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows:

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion		
(ii)	Local Labour Skilled Unskilled		As per Government of Punjab Monthly Notification
(iii)	Cement		
(iv)	Reinforcing Steel		
(v)	High Speed Diesel (HSD)		
(vi)	Bitumen		
(vii)	Copper		
	Total		

Notes:

- 1) Indices for “(ii)” to “(vii)” are taken from the Government of Punjab, Monthly Notification. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

BD-1

Appendix-D to Bid

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Drawings and Specifications.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction of the Engineer, after specific approval of the Employer in writing, in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

**PUNJAB INDUSTRIAL ESTATES DEVELOPMENT AND MANAGEMENT COMPANY
CONSTRUCTION OF ACCESS ROAD FROM MURIDKE ROAD TO QUAID-E-AZAM BUSINESS
PARK (QABP) ON M-2 MOTORWAY SHEIKHUPURA**

Summary of Bid Schedule

A	Schedule Items	Rs.	52,893,742
B	Non-Schedule Items	Rs.	
C	Total (A+B)	Rs.	
D	Provisional Sum	Rs.	900,000
E	Total (C+D)	Rs.	
<u>Tender Amount</u>			
F	Schedule Items Rs.	X ____ % Above / Below	Rs.
G	Total (E+F)	Rs.	
H	Add 5% PRA on "G"	Rs.	
I	Grand Total (G+H) Inclusive of all applicable Taxes	Rs.	

Amount in Words: _____

Signature and Stamp of PIEDMC _____ Signature and Stamp of Contractor _____

**CONSTRUCTION OF ACCESS ROAD FROM MURIDKE ROAD TO QUAID-E-AZAM
BUSINESS PARK (QABP) ON M-2 MOTORWAY SHEIKHUPURA**

MAIN SUMMARY OF COST SCHEDULED ITEMS

Sr. No.	Description	Amount (Rs.)
1	Earth Work	15,275,942
2	Sub Base and Base Course	27,501,944
3	Surface Course and Pavements	8,341,900
4	Structures	1,044,485
5	Ancillary Works	729,471
6	Total for Schedule Items (1 ~ 5)	52,893,742

CONSTRUCTION OF ACCESS ROAD FROM MURIDKE ROAD TO QUAID-E-AZAM BUSINESS PARK (QABP) ON M-2 MOTORWAY SHEIKHUPURA						
BILL OF QUANTITIES						
Schedule Items						
Sr.No	MRS 2nd Bi-Annual 2020 Ch/Item	Item Description	Unit	Quantity	Rate	Amount (Rs.)
1. Earth Works						
1	3/45-a	Cutting and removing trees within a distance of 100 ft. (30 m) a) upto 2½ ft. (760 mm) girth.	Each	40.00	1,038.25	41,530
2	3/45-b	Cutting and removing trees within a distance of 100 ft. (30 m) b) above 2½ ft. to 6 ft. (760 to 1800 mm) girth.	Each	25.00	2,026.55	50,664
3	3/25-ii	Compaction of earthwork with power road roller, including ploughing, mixing, moistening earth to optimum moisture content in layers, etc. complete: 90% maximum modified AASHO dry density.	Cu.m	6,034.04	21.90	132,145
4	3/26	Extra for wet earthwork	Cu.m	562.50	87.85	49,416
5	3/5(i)+3/17a+b+c	Earthwork in ordinary soil for embankments lead upto 5 KM, including ploughing and mixing with blade grade or disc harrow or other suitable equipment, and compaction by mechanical means at optimum moisture content and dressing to designed section, complete in all respects:- i) 95% to 100% maximum modified AASHO dry density.	Cu.m	34,548.18	415.30	14,347,859
6	7/30	Supplying and filling sand under floor; or plugging in wells.	Cu.m	937.50	697.95	654,328
Total Amount (Rs.)						15,275,942

2. Sub Base and Base Course						
7	18/3-ii	Providing and laying sub-base course of stone product of approved quality and grade, including placing, mixing, spreading and compaction of sub-base material to required depth, camber, grade to achieve 100% maximum modified AASHO dry density, including carriage of all material to site of work except gravel and aggregate.ii) Crushed stone aggregate.	Cu.m	3,499.98	3,480.89	12,183,045
8	18/4-a	Providing and laying base course of crushed stone aggregate of approved quality and grade, and supply and spreading of stone screening, including placing, mixing, spreading and compaction of base course material to required depth, camber and grade to achieve 100% maximum modified AASHO dry density, including carriage of all materials to site of work except gravel and aggregate.	Cu.m	3,379.82	4,532.46	15,318,899
Total Amount (Rs.)						27,501,944

3. Surface Course and Pavements						
9	18/8- (1-i+2-i+3)	<p>Providing surface treatment to roads, including supply of bitumen and bajri/crushed stone aggregate of approved quality, including cleaning of road surface, heating and spraying bitumen, spreading bajri and rolling with road roller (including its operation cost, fuel and hire charges, etc.) etc. complete including carriage of all materials to site of work except bajri/crushed stone aggregate. 3 coats</p> <p>1) 1st coat:- 40 lbs. bitumen, and 5.5 Cft. bajri of nominal size 1" (25 mm) per 100 sq. feet or 1.96 Kg bitumen and 0.017 cu.metre bajri per square metre.</p> <p>2) 2nd coat:- i) 25 lbs. bitumen, and 2.75 Cft. bajri of nominal size ½" (13 mm) per %sft or 1.23 Kg bitumen and 0.008 cu. metre bajri per sq.meter</p> <p>3) 3rd coat:- 14 lbs. bitumen, and 1.5 Cft. bajri of nominal size ¼" (6 mm) per %sft or 0.69 Kg bitumen and 0.005 cubic metre bajri i per sq.metre</p>	Sq.m	15,497.90	538.26	8,341,900
Total Amount (Rs.)						8,341,900
4. Structures (Box Culverts, Underpasses & Causeways)						
10	3/21-b	<p>Excavation in foundation of building, bridges and other structures, including dagbelling, dressing, refilling around structure with excavated earth, watering and ramming lead upto one chain (30 m) and lift upto 5 ft. (1.5 m)</p> <p>b)in ordinary soil.</p>	Cu.m	145.51	264.65	38,509
11	7/30	Supplying and filling sand under floor; or plugging in wells.	Cu.m	35.34	697.95	24,666
12	6/5-f	<p>Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate):</p> <p>(f) Ratio 1: 2: 4</p>	CM	75.29	7,693.25	579,225

13	6/5-i	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate): (i) Ratio 1: 4: 8	Cu.m	8.84	6,153.85	54,400
14	21/3-i	Providing and laying R.C.C. pipe sewers, moulded with cement concrete 1:1½:3 conforming to ASTM Specification C-76-79, Class II. Wall B, including carriage of pipe from factory to site of work, lowering in trenches to correct alignment and grade, jointing with rubber ring, cutting pipes where necessary, testing, etc., complete. i) 310 mm (12") i/d	M	40.00	1,413.00	56,520
15	21/3-vii	Providing and laying R.C.C. pipe sewers, moulded with cement concrete 1:1½:3 conforming to ASTM Specification C-76-79, Class II. Wall B, including carriage of pipe from factory to site of work, lowering in trenches to correct alignment and grade, jointing with rubber ring, cutting pipes where necessary, testing, etc., complete. vii) 760 mm (30") i/d	M	60.00	4,852.75	291,165
Total Amount (Rs.)						1,044,485
5. Ancillary Works						
16	18/5	Providing and laying road edging of 3" (75 mm) wide and 9" (225 mm) deep brick on end, complete in all respects.	M	4,246.00	128.85	547,097
17	25/9+11	Small iron work, such as gusset plates, knees, bends, stirrups, straps, rings, etc., including cutting, drilling, riveting, handling, assembling, fixing and erection in position complete in all respects. Board size 1828mm x 1220mm	Kg	113.45	81.47	9,243
18	13/34	Painting traffic lane 5" (125 mm) wide with reflective chlorinated rubber (CR) paint including glass beads complete in all respect.	M	4,946.59	35.00	173,131
Total Amount (Rs.)						729,471

Non Schedule Items (NSI)						
1	NSI	Providing and fixing of cat eyes plastic body double sided complete in all respects	No.	882.00		
	Total Amount (Rs.)					

PROPOSED CONSTRUCTION SCHEDULE

(Next Page)

BE-1
Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

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

<u>Description</u>	<u>Time for Completion</u>
Construction of Approach road, Boundary Wall and Gate Office. (Contract Package-1)	As stated in Appendix A

BF-1
Appendix-F to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

[The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

NOT APPLICABLE

LIST OF MAJOR EQUIPMENT

NOT APPLICABLE

BH-1
Appendix-H to Bid

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

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

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

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

BI-1
Appendix-I to Bid

LIST OF SUBCONTRACTORS

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

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

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

ESTIMATED PROGRESS PAYMENTS

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

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

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**

BL-1
Appendix-L 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]

ELIGIBILITY CRITERIA FORMS

A-I

Company Profile

NOT APPLICABLE

1. History of Non-Performing Contracts

NOT APPLICABLE

Average Annual Construction Turnover

NOT APPLICABLE

NOT APPLICABLE

1. General Experience Record

NOT APPLICABLE

STANDARD FORMS

STANDARD FORMS

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- BID SECURITY
- PERFORMANCE SECURITY
- CONTRACT AGREEMENT
- MOBILIZATION ADVANCE GUARANTEE

BS-1

**BID SECURITY
(Bank Guarantee)**

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

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

Bid Reference No. _____

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

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

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

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

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

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

BS-2

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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

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

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

(Name of Project).

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

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

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 which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

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

CA-1

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

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

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MG-1

MOBILIZATION ADVANCE GUARANTEE/BOND

(Bank Guarantee)

Guarantee No. _____ Date _____

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

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

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

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

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

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

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

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

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

MG-2

GUARANTOR

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

WITNESS

1. _____

Corporate Secretary (Seal)

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

PART – I

**GENERAL CONDITIONS OF
CONTRACT**

GENERAL CONDITIONS OF CONTRACT

PART I GENERAL CONDITIONS

The General Conditions shall be the Conditions of Contract for Construction for Building and Engineering Works prepared by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. The used version is the **4th Edition 1987, reprinted in 1988 with editorial comments & reprinted in 1992 with further amendments.**

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Fax: +41 21 653 5432
Telephone: +41 21 654 4411
Email: fidic.pub@fidic.org
URL: <http://www.fidic.org/bookshop>

PART – II

**PARTICULAR CONDITIONS OF
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63.5	Corrupt and fraudulent Practices
65.2	Special Risks
67.3	Arbitration
68.1	Notice to Contractor
68.2	Notice to Employer and Engineer
69.3	Payment on Termination
69.4	Contractor's Entitlement to Suspend Work
70.1	Increase or Decrease of Cost
72.2	Currency Proportions
73.1	Cost Inclusive of Duties and Taxes
73.2	Income Tax Provision in Sub-Contracts
74.1	Integrity Pact
75.1	Termination of Contract for Employer's Convenience
76.1	Liability of Contractor
77.1	Joint and Several Liability
78.1	State of Emergency
79.1	Personal Liabilities
80.1	Acquisition of Land and Relocation of Utilities
81.1	Wastage
82.1	Dealing with Water

PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

(a) (i) The **Employer** is Chief Executive Officer, **PIEDMC** its legal successors and assignees.

“Employer’s Representative” any competent person appointed by the Employer, and notified to the Contractor

(a) (iv) The **Engineer** is Chief Operating Officer, **PIEDMC** or any other competent person appointed by the Employer, and notified to the Contractor to act as in replacement of the Engineer. Provided always that, except in cases of professional misconduct, the outgoing Engineer to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

“Engineer-In-charge” means the same as The Engineer.

The following paragraph is added:

(a)(vi) **“Bidder or Tenderer”** means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word **“Tender”** is synonymous with **“Bid”** and the word **“Tender Documents”** with **“Bidding Documents”**.

Add the following to Sub-Clause 1.1(b):

(b)(ix) **“Programme”** means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.

(b)(x) **“Addendum/ Addenda”** means interpretation of and/or changes in the Tender Documents and understood upon issuance by the Employer to become an integral part of the Bid Documents and the Contract Documents, wherever applicable.

(e)(i) The text is deleted and substituted with the following:

“Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

Add the following to sub-clause 1.1(g):

(v) **“Approved”** means approved by the Engineer in writing, including subsequent written confirmation of previous verbal approval and “approval means approval in writing, including as aforesaid.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

a. The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Certifying additional time and cost determined under Sub-Clause 12.2 “Not

Foreseeable Physical Obstructions or Conditions”.

- (ii) Any action under Clause 10 “Performance Security” and Clauses 21,23,24 & 25 “Insurance” of sorts.
- (iii) Certifying additional time and cost determined under Sub-Clause 27.1 “Fossil”.
- (iv) Determining extension of time under Clause 44 “Extension of Time for Completion”.
- (v) Any action under Clause 47 “Liquidated Damages for Delay” or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.4).
- (vi) Issuing a Variation Order under Clause 51,except:
 - a) in an emergency* situation, as stated herein below, or
 - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (vii) Certifying additional costs and/or fixing rates or prices under Clause 52.
- (viii) Notifying acceptance of principles of claims and/or certifying additional cost under Clause 53 “Procedure of Claims”.
- (ix) Issuing instructions under Clause 58.
- (x) Certifying additional cost under Clause 65.
- (xi) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 “Currency and Rate of Exchange”.
- b. The Engineer shall obtain the specific approval of the Employer’s Representative before carrying out his duties in accordance with the following Clauses:
 - (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 “Subcontracting”.
 - (ii) Certifying additional time and cost determined under Sub-Clause 6.4 “Delay and Cost of Delay of Drawings”.
 - (iii) Determining additional time and cost under Sub-Clause 17.1 “Setting-out”.
 - (iv) Certifying additional time and cost determined under Clause 40 “Suspension”.
 - (v) Certifying additional time and cost determined under Sub-Clause 42.2 “Failure to give Possession”.
 - (vi) Issuance of “Taking Over Certificate” under Clause 48.
 - (vii) Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.
 - (viii) Issuance of “Final Payment Certificate” under Sub-Clause 60.8.
 - (ix) Issuance of “Defects Liability Certificate” under Sub-Clause 62.1

* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.2 Engineer's Representative

The following paragraph is added:

The Employer shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

“If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.”

4.3 Approval of Sub-Contractors

Where a list of sub-contractors is provided by the Contractor under Appendix to Tender, the sub-contractors in that list shall be subject to prior approval of the Employer. The acceptance of bid does not imply approval of subcontractors listed by the Contractor in Appendix. The extent and nature of works to be subcontracted shall be subject to the approval of the Employer.

4.4 Approval of Sub-Contractors

In the event of a dispute of whatever nature arises between the Contractor and his Sub-Contractor, the Contractor and his Sub-Contractor shall indemnify the Employer and the Engineer against such inter disputes, resulting litigations and shall not nominate the Employer or his representative(s) or the Engineer or his representative(s) as “Respondent” or “Witness” in the Court of Law in the process of these litigations.

Affidavit to this effect shall be submitted by the Contractor and his Sub-Contractors as prerequisite for approval of a Sub-Contractor(s) under Clause 4.3.

5.1 Language(s) and Law

- (a) The Contract Documents shall be drawn up in the English language.
- (b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Addendum (if any),
- (5) Special Stipulations (Appendix-A to Bid);
- (6) The Particular Conditions of Contract – Part II;
- (7) The General Conditions – Part I;
- (8) The completed Appendices to Bid;
- (9) The Drawings;
- (10) The Specifications
- (11) The priced Bill of Quantities (Appendix-D to Bid);

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

6.4 Delay and Cost of Delay of Drawings

Add “/or” in the end of the text appearing under (a) after the word “and”

Add “determined under sub clause 53.5” after the word “Contract Price” appearing in the end of text under (b)

The following Sub-Clauses 6.6, 6.7 and 6.8 are added:

6.6 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Employer whose determination shall be final.

6.7 Shop Drawings

The Contractor shall furnish to the Engineer all Contractor's, and Subcontractor's Shop Drawings. Shop Drawings shall be deemed to include design drawings, fabrication drawings, catalogue cuts, brochures, illustrations, material lists, design

calculations, reference standards and performance data which may be required by the specification necessary for the proper execution of the Work, or as otherwise required by the Engineer for assurance that there is intent to meet the requirements of the specifications. All Shop Drawings shall be in English.

The Contractor shall submit all Shop Drawings to the Engineer in the manner hereinafter described, in sufficient time to prevent delays in the delivery of materials or in the progress or completion of the work. Regardless of the source of Shop Drawings, all submissions shall be deemed to be submissions by the Contractor under the Contract.

All Subcontractors' Shop Drawings shall first be sent directly to the Contractor. The Contractor shall thoroughly check all such Shop Drawings for measurements, sizes of members, materials and all other details, to assure him that the Shop Drawings conform to the intent of the Drawings and Specifications.

The Contractor shall return to the Subcontractors for correction, such Shop Drawings that are found inaccurate or otherwise in error. After the Contractor has checked and approved such Shop Drawings he shall place thereon the date of such approval and the legible signature of the checker, and shall then submit them to the Engineer for review. The Engineer may refuse to check or review any Shop Drawings that are not submitted in compliance with the foregoing requirements.

The Contractor shall submit three (3) copies of Shop Drawings plus the number that the Contractor wishes to return for his own and his Subcontractor's use.

For all Equipment, Shop Drawings shall be completed in all respects and shall show clear compliance with the Specifications. Where applicable, performance figures of equipment, finishes and reference to other relevant drawings must be noted on the Shop Drawings. Details of ancillary items being supplied with the particular equipment must be submitted. Piecemeal submissions will not be considered.

Descriptive brochures that are applicable shall be included for information. Any notation on the Shop Drawings which is on the prints and not on the original from which the prints were made shall be in GREEN INK.

The Engineer will review submitted Shop Drawings within a reasonable time and will return them stamped with "NO COMMENT", "SEE COMMENTS" or "RESUBMIT".

The Engineer may, at his discretion, require an immediate re-submission of Shop Drawings noted "SEE COMMENTS" so that he can make a further review or amendments. Drawings requiring re-submission shall be either amended and re-submitted or shall be superseded by another Shop Drawings. Comments on Shop Drawings are not orders for Extra Work.

Shop Drawings re-submitted for further review will be reviewed for response to previous notations only and the Contractor, by such re-submission shall be held to have represented that such Shop Drawings contain no other alterations, additions or deletions, unless the Contractor (in writing) directs the Engineer specific attention to the same.

Should the Contractor question, or dissent, from such notations or comments, he shall direct the Engineer's attention to the same for further clarification before re-submitting.

By reviewing Shop Drawings, the Engineer does not assume responsibility for errors

or omissions and non-compliance with the Contract requirements. Such errors and omissions must be made good by the Contractor, irrespective, of the receipt, checking, or review of the Shop Drawings by the Engineer and even though the Work is done in accordance with such Shop Drawings.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.8 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one soft copy (editable) of all drawings amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

Add the following sub-clauses

8.3 Temporary Works

Sufficient details, drawing and calculations pertaining to Temporary Works to demonstrate the adequacy of the Temporary Works shall be submitted by the Contractor not less than 14 days before the work or the erection of any such Temporary Works commences on the Site.

Add the following sub-clause

8.4 Specialists Suppliers and Sub-Contractors

Where the Works required the incorporation of proprietary articles manufactured by specialist suppliers, or portions of the work involving design or specification matters to be carried out by specialist sub Contractors, the Contractor shall be fully responsible for the outcome in the use of such proprietary articles and for such design and specification executed by specialist sub Contractors.

9.1 Contract Agreement

Substitute the word 'Employer' in the second line of this para by 'Contractor'.

Add the following at the end of paragraph:

The Contractor shall provide six copies of signed Contract Agreement to the Employer in proper book form for record. The cost will be borne by the Contractor.

10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of either (a) bank guarantee from any

Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.

The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

10.1 Period of Validity of Performance Security

In the fifth line of this Sub-Clause, substitute “28” with “14”.

Add the following at the end of sub-clause

The performance security shall be valid until a date 28 days from the date of issue of the Defects Liability Certificate.

10.3 Claims under Performance Security

Delete sub-clause 10.3 in its entirety.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

11.1 Inspection of Site

Add the following at the end of sub-clause

If any data is provided by the Employer, the Contractor is solely responsible for ascertaining the correctness of such data and the Employer shall not be liable in this behalf and no claim whatsoever in nature shall be entertained by the Engineer.

12.2 Delays and Cost of Delay of Drawings

Add “/or” in the end of the text appearing under (a) after the word “and”

Add “determined under sub clause 53.5” after the word “Contract Price” appearing in the end of paragraph 1 of text under (b)

14.1 Programme to be Submitted

The programme shall be submitted within 28 days from the date of receipt of Letter of Acceptance,

Add the following at the end of sub-clause

The Contractor shall, within 28 days from the date of receipt of the Letter of

Acceptance, submit to the Engineer for his consent a programme, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

- (a) The Contractor shall submit the Programme of Works on Primavera Project Planner P-6 (both hard and soft copy) for the agreement of the Engineer and approval of the Employer. All items of works and activities including mobilization should be included in the Programme of Works. The programme shall identify and highlight those activities, which are on the Critical Path. The programme shall be revised monthly and should include a chart of principal activities of the work forecast for monthly execution and an updated schedule of the payment to be made by the Employer to the Contractor. This programme of works as scheduled shall form basis of Liquidated Damages pursuant to Sub-Clauses 47.1 to 47.3.

In addition, cash flow estimates shall be supported with inputs of over drafts organized with financial institutions at various stages of the projects to meet the funding requirements of the project. The Contractor shall supply and maintain at his site office for his and Engineer's use a licensed copy of the project management computer software package namely Primavera for programming and to monitor the progress. It shall be supplied complete with manuals and technical training and support for the duration of the Contract as per requirements assessed by the Engineer.

- (b) In order to assist the Employer's Project Management Team, the Contractor shall be required to submit at 2 weeks intervals data to the Engineer on the cost and quantities and other data relevant to the monitoring of progress according to a particular format suitable for computer processing.
- (c) The programme should be computerized and drawn up on the CPM with all details as illustrated in this Clause, identifying all items of work including temporary work. Progress reporting by the Contractor should be supported on a monthly basis with an up-to-date analysis of the progress including a statement on items, which are or are about to become critical to the progress of the work along with the proposals on how the Contractor intends to alleviate the situation.

General Requirements:

- a. Programme should be submitted (both hard and soft copy) strictly following the guidelines and format specified in this Clause and in Special Provisions.
- b. The Engineer at any time during the execution of the Works; direct the Contractor to change/modify the Programme / Schedule based on the Priority of Works without additional cost to the Employer.
- c. No payment shall be released to the Contractor prior to approval of the Base Line Programme by the Engineer.
- d. Submittal of Programme consists of:
1. Construction Schedule (CPM);
 2. Progress Curve/Project Cash Flow;

3. Critical Resources Usage Chart;
4. Detailed Method Statement;
5. Material Procurement Plan;
6. Schedule of Submittals and Shop-Drawings;
7. Any other details as required by the Engineer;

Construction Schedule:

- a. Construction Schedule shall be developed on the basis of Work Breakdown Structure provided or approved by the Engineer.
- b. Construction Schedule shall be detailed up to level 4 or as required by the Engineer.
- c. Durations of construction activity should be calculated practically in relation to quantity of work done and allocated resources. Any activity that demands duration greater than seven (07) calendar days should be split into number of activities to monitor the same accordingly.
- d. Construction activities of the schedule should be logically linked with preceding and succeeding activities and showed in submitted construction schedule.
- e. Critical Activities and Critical Path of the project should be highlighted with red colour in bar chart and precedence diagram. Total Float for non-critical activities should also be shown in the schedule.
- f. Appropriate quantity of direct resources (material, labour, equipment and non-consumable material) should be allocated to all activities and showed in submitted construction schedule. Labour resource should be divided according to related trades (e.g. Mason, Operator, helper etc.) Contractor should make sure that no resource is being over allocated. Indirect resources should be allocated to supervision / summary activity.
- g. BOQ amount should be loaded to reach construction activity. Accrual basis should be indicated to construction activity.
- h. Construction Schedule should show Activity ID, Activity Description, BOQ Quantity, Duration, Start Date, Finish Date, Total Float, Predecessors, Resource names with quantity, BOQ Amount and timescale where the bars show start and finish dates.

Progress Curve / Projected Cash Flow:

- a. Progress Curve / Projected Cash Flow should be developed and presented on Project Management Software – Primavera Project Planner.
- b. S-Curve should be plotted between time (in weeks) and progress of work done (in % of work). The progress should be shown in cumulative percent of work done. Percent of work done should be calculated with the BOQ amount and payment terms.

Critical Resources Usage Chart:

- a. Critical Usage Chart should be developed.
- b. List of Critical Resources included Labourers, equipments, consumable/non-

consumable materials and/or identified by the Engineer.

- c. Resource usage chart should show Resource Name and weekly utilization (numbers) of resources on each activity.

Detailed Method Statement:

- a. Detailed method statement should be presented in descriptive format explaining the method of carrying out works, logistics, site layout, flow of work, quality and safety measures for each activity and any other details as required by the Engineer.

Material Procurement Plan:

- a. Material Procurement Plan for major items of purchase should be presented in a Tabular Format to be submitted to the Engineer for pre-approval. The Plan must as a minimum show the list of local & imported materials to be used, their specification reference, and planned dates for submittal to Consultant, approval process, placing of order, vendor contact, required delivery on site, status of Line of Credit (LOC) if applicable, and usage of material.

Schedule of Shop Drawings and Submittals:

- a. Schedule of Shop Drawings and other Submittals should be presented in a Tabular Format to be submitted to the Engineer for pre-approval. Plan must as a minimum show the list of shop drawings required and their specification reference, planned dates for submittal to consultant, approval process, and usage of shop drawing.

14.3 Cash Flow Estimate to be submitted

Amend the Clause as follows

The Contractor shall also submit with the detailed Programme of Works to the Engineer for his information a detailed cash flow estimate in monthly periods of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at monthly intervals, if required to do so by the Engineer.

The detailed Cash Flow Estimate shall be submitted within 28 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

- (a) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 3 copies each of Monthly Progress Reports covering:
 - (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;

- (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress ;and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (b) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

Add following Sub-Clauses 15.2, 15.3 and 15.4:

15.2 Language Ability of Contractor's Representative

The Contractor's authorised representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

15.3 Contractor's Representative

The Contractor's authorised representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorised to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

15.4 Provision of In-House Design Review / Check Capabilities of the Contractor

The Contractor is required to associate qualified and experienced technical experts to ensure in-house design review capability to deal with technical problems during construction and shall give prompt notice to the Engineer of any error, omission, fault or other defects in design or specifications of the work. The final responsibility of practicality and technical adequacy of construction rests with the Contractor.

Add following Sub-Clauses 16.3 and 16.4:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ

local staff and labour and associated sub-Contractors with appropriate qualifications and experience from Pakistan.

Add following sub-clauses (d), (e), (f) and (g)

19.1 Safety, Security and Protection of Environment

- (d) The contractor, to ensure protections of the environment, shall take all necessary measures and precautions in conformity with statutory and regulatory environmental requirements enforced and amended from time to time.
- (e) The Contractor shall exercise due care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the Works, except where clearing is required for Permanent Works, Approved Temporary Works and for excavation operations. All watercourses, ponds wells trees and native vegetation shall be preserved and shall be protected from damage, which may be caused, by the Contractor's construction operations and equipment. On completion of the Works, all work areas shall be smoothed and graded in a manner to conform the natural appearance of the landscape. Where necessary, destruction, scaring, damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replaced, replanted or otherwise corrected at Contractor's expenses to the satisfaction of the Engineer and national and/or provincial Environment Protection Agency.
- (f) Borrow areas shall be located and operated so as not to detract from the future usefulness or value of the sites. Upon completion of operations, borrow areas shall be left in a safe and rightly conditions. No borrow area shall be located within 500m from the right of way, except where approved by the Engineer.
- (g) During performance of the work, the Contractor shall carryout proper and efficient measures as often as necessary to reduce the dust pollution.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost,

provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
 - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
 - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
- (e) prevent loss or damage to physical property from occurring by taking appropriate measures, or
- (f) insure against.

21.1 Insurance of Work and Contractor's Equipment

In para (a) of this clause, in the first line, after the word "plant", Add the following words: 'whether provided by the Contractor or the Employer'.

Add the following words at the end of Sub-para (a) and immediately before the last word of sub-para (b) of sub-clause 21.1

“it being understood that such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.”

The insurance for works and contractor’s equipment shall be denominated in the currency or currencies and in the proportions in which the contract is administered

21.2 Scope of Cover

Amend sub-para. (a) of Sub-Clause 21.2 by deleting the words “from the start of work at the Site” and by substituting therefore the words “from the first working day after the Commencement Date.”

Add following sub-clause (c)

It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) (i) to (iv).

25.1 Evidence and Terms of Insurances

Amend Sub-Clause 25.1 by inserting the words “as soon as practicable after the respective insurances have been taken out but in any case” before the words “prior to the start of work at the Site.”

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with AA rating PACRA/JCR insurance companies operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

27.1 Fossils

Add “/or” in the end of the text appearing under (a) after the word “and”

Add “determined under sub clause 53.5” after the word “Contract Price” appearing in the end of first line of text under (b)

30.3 Transport of Material or Plant

Delete the whole text of this sub-clause and substitute as follows:

If, notwithstanding Sub-Clause 30.1 any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Engineer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim.

The Employer shall not be liable for any costs, charges or expenses in respect of any damage occurs to any bridge or road arising from the transport of Material or Plant by the Contractor. The Contractor shall keep indemnified the Employer against all such claims. The Contractor shall negotiate the settlement of claim with the authority and pay all sums due in respect of all claims, proceeding, damages, costs, charges and expenses.

The Contractor shall notify the Engineer and Employer about the negotiations, in-respect of settlement of claim. In case of failure in payment of claimed amount by the Contractor, the Employer shall recover the amount of claim from the Contractor by making deduction from any monies due or to become due to the Contractor and shall notify the Contractor accordingly.

Add following sub clause 30.5

30.5 Extraordinary Traffic

Nothing contained above shall excuse the Contractor or any of his sub-contractor(s) from complying with state laws regulating traffic on highway and bridges.

Add following Sub-Clause 31.3:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.19 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the

Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid except to those who are employed or hired for security of the work, Plant & Equipment, Material, Camp Sites, Offices, Housing including Employer's/Engineer's facilities, etc.

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all

recognised festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

34.12 Repatriation of Labour

The Contractor shall be responsible for the return to the place of recruitment or domicile of all persons recruited and employed for the purpose of or in connection with the Contract, and shall maintain suitable accommodation and amenities for such persons until they have left the site.

34.13 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect nuisance, rats, and other pests and reduce the danger to health and the general nuisance caused by the same. The Contractor shall provide his staff and labour with suitable prophylactics for the prevention of malaria and shall take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once a year or as instructed by the Engineer. The Contractor shall warn his staff and labour of the dangers of bilharzias and wild animals

34.14 Burial of the Dead

The Contractor shall make any necessary arrangements for the transport, to any place as required for burial, of any of his expatriate employees or members of their families who may die in Pakistan. The Contractor shall also be responsible, to the extent required by the local regulations, for making any arrangements with regard to burial of any of his local employees who may die while engaged upon the Works.

34.15 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food at reasonable prices for all his staff and labour for the purposes of or in connection with the Contract

34.16 Accident Prevention Officer

The Contractor shall have on his staff at the site an officer dealing only with questions regarding the safety and protection against accidents of all staff and labour. This officer shall be qualified for this work and shall have the authority to issue instructions and shall take protective measures to prevent accidents. Adequate number of Site Safety Inspectors shall be deployed by Contractor to assist Accident Prevention Officer and ensure safety of workers in the hazardous work areas.

34.17 First Aid Facilities

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

34.18 Dangerous Materials

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

34.19 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause 34.

Add following Sub-Clauses 35.2 and 35.3:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

Add the following at the end of sub clause:

36.1 Quality of Materials, Plant, Supplies and Workmanship

The place of such tests shall be situated in Pakistan and notified to the contractor whenever the need arises

36.5 Engineer's Determination where Test not provided for

Add “/or” in the end of the text appearing under (a) after the word “and”

Add “determined under sub clause 53.5” after the word “Contract Price” appearing in the end of first line of text under (b)

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

40.2 Engineer's Determination following Suspension

Add “/or” in the end of the text appearing under (a) after the word “and”

Add “determined under sub clause 53.5” after the word “Contract Price” appearing in the end of first line of text under (b)

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

42.2 Failure to give Possession

Add “/or” in the end of the text appearing under (a) after the word “and”

Add “determined under sub clause 53.5” after the word “Contract Price” appearing in the end of first line of text under (b)

47.1 Liquidated Damages

Add the following at the end of the sub-clause.

The Contractor shall pay liquidated damages equal to one percent of the contract price stated in Letter of Acceptance subject to maximum of 10% or such smaller amount as the Engineer (whose decision in writing shall be final) may decide, on the amount of the estimated cost of the work that remains un commenced or unfinished after the completion date for every day of delay.

“In addition to the Liquidated Damages, the Contractor shall bear all the cost/expenses related to the supervision of the works by the Supervisory Consultants covering salaries of the Engineer and all of his Site Supervision staff including all the benefits, providing, running and maintenance of all the Engineer's Facilities up to the issuance of the Taking Over Certificate by the Employer. All the above cost/expenses will not be reimburse/paid to the Contractor beyond the approved completion period of the works”

Add following Sub-clause 47.3 and 47.4

47.3 Interim Liquidated Damages

Contractor's works programme submitted under clause 14.1 of General Conditions of Contract and Conditions of Particular Applications shall be considered part of the contract agreement. If the contractor's progress is not as per approved programme of works, the contractor shall be liable for interim liquidated damages at the rate of 0.05 % of the contract price stated in Letter of acceptance for each day of delay, which shall be refunded if the progress again matches the approved programme of works during the currency of works.

The amount of interim liquidated damages deducted by the Employer from the

payment of the contractor and refunded shall be taken into consideration while determining the liquidated damages for the whole of the Works under clause 47.1 and 47.2 of COC Part-I.

If the progress of works is observed to be behind approved programme of works against three consecutive months then the Employer may invoke clause 63.1 (Default of Contractor) of COC Part-I.

47.4 Bonus for Early Completion of Works

The Clause is deleted in entirety.

48.1 Taking Over Certificate

Add the following after the word “-----works” in the 7th line

Within 14 days of the date of receipt of contractor’s notice for issuance of Taking Over Certificate the Employer shall on the written request by the Engineer constitute a committee comprising of Engineer/Engineer’s Representative, Employer’s and Contractor’s Representatives. The Committee shall conduct a detailed inspection of the works completed by the contractor to ascertain the completion or the extent of completion to decide about the issuance of certificate.

Amend the portion of this sub-clause starting from “ The Engineer shall within 21 days of delivery of such notice” with the following;

The Engineer in pursuance to the recommendations of the committee shall within 28 days of the date of delivery of the notice mentioned herein before from the contractor

48.2 Taking over of Sections or Parts

The whole of the works to be completed within the time stated in Appendix to Tender. No separate completion certificate (s) in part will be issued for any part of the work substantially completed.

Add following paragraph before the first para

49.2 Completion of Outstanding Works and Remedying Defects

At the completion of the Defects Liability Period the Employer shall constitute a committee comprising of Engineer/Engineer’s Representative, Employer’s and Contractor’s Representatives. The Committee shall conduct a detailed inspection of the works to ascertain the issuance of Defects Liability Certificate or otherwise

Add following sub clause

49.5 Extension of Defects Liability Period

The defects liability period for the works shall be extended by a period equal to the period during which the Works cannot be used by reason of defect or damage. If only part of the works is affected, the Defect Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond 2 years.

51.1 Variations

Add the following para at the end of this sub-clause:

The approval / finalization of rates of all variations shall not relieve the Contractor of his obligations under the Contract. The Contractor shall neither stop the work nor slow down progress of the works in awaiting the approval of rates of all variations.

51.2 Instructions for Variations

At the end of the first sentence, after the word “Engineer”, the words “in writing” are added.

52.1 Valuation of Variations

In the tenth line, after the words “Engineer shall” the following is added:
within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

52.2 Power of Engineer to Fix Rates

Delete First Para and replace with following.

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by reason of such varied work, rendered inappropriate or inapplicable, then the rate for such varied or new work shall be taken from the Market Rates System (MRS) – Shiekhupura District issued by Govt. of The Punjab Finance Department + premium / rebate quoted in the Bid. If the varied or new work is not available in the MRS, then, after due consultation by the Engineer with the Employer and the Contractor, a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such other rate or price as is, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 60.

52.3 Variation Exceeding 15%

Replace 15% with 25% where ever appeared in this Sub-Clause

53.3 Substantiation of Claims

Add “and approved by the Employer” in the first line after the word “Engineer”

Add “but not more than 28 days” in the end of sixth line after the word “require”

Delete the text “if required by the Engineer so to do” appearing in the second and third last lines.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety and replace with following:

The Contractor shall not be entitled for any payment in respect of the claim(s) if the Contractor fails to comply with the requirements or any of the requirement of Sub-Clause 53.1, 53.2 and 53.3 within the time period stipulated therein the Clauses above mentioned and or fails in keeping and producing necessary records whenever demanded by the Engineer.

53.5 Payment of Claims

Add following as para 1 to this sub-clause

Within 28 days after receiving a claim and any further particulars supporting a previous claim, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time with a copy to the Employer.

Add the following at the end of this sub clause 53.5

not later than forty two (42) days after receiving the claim and the supporting particulars as per sub clause 53.3

Add following paragraph at the end of sub clause

54.1 Contractor's Equipment, Temporary Works, and materials; Exclusive use for the Works

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

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

Add following sub clause 55.2:

55.2 Omission of Quantities

Items of works described in the Bill of quantities for which no rate or price has been entered in the Contract shall be considered as included in other rates and prices in the Contract and will not be paid for separately by the Employer.

The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided,

the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

Delete sub clause 57.1 and replace with following

57.1 Method of Measurement

The measurement of the Works shall be performed as followed by MRS Specifications, issued by Govt of Punjab

Add following sub clause 57.3

57.3 Copies of Payment Certificate

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

Add following Sub-Clauses 59.4 and 59.5:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- a) submits reasonable evidence to the Engineer, or
- b)
 - i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60 Certificates and Payment

Delete sub clause 60.1 and replace with following:

60.1 Monthly Statements

The Contractor shall submit six copies of the statement to the Engineer at the end of each month, in a tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled. The statement shall include the following items, as applicable, which shall be taken into account in the sequence listed:

- (a) the estimated Contract value of the Permanent Works executed up to the end of the month in question, determined in accordance with Sub-Clause 56.1, at the unit rates and prices included in the Contract;
- (b) the actual value certified for payment for the Permanent Works executed up to the end of the previous month, at the unit rates and prices included in the Contract;
- (c) the estimated Contract value at the unit rates and prices included in the Contract of the Permanent Works for the month in question, obtained by deducting (b) from (a);
- (d) the equivalent of the amount set forth in (c), expressed in the various currencies (if applicable) in which the Contract Price is payable, and calculated by applying the proportions and the exchange rates set forth in the Appendix to Bid to the amount set forth in (c);
- (e) the value of any variations executed up to the end of the month in question, less the amount certified in the previous Interim Payment Certificate, expressed in the relevant amounts of foreign (if applicable) and local currencies, pursuant to Clause 52;
- (f) amounts approved in respect of Daywork executed up to the end of the month in question, less the amount for Daywork certified in the previous Interim Payment Certificate, as determined from the Daywork Schedule of the Bill of Quantities;
- (g) amounts reflecting changes in cost and legislation, pursuant to Clause 70;
- (h) any credit or debit for the month in question in respect of materials for the Permanent Works, in the relevant amounts, and under the conditions set forth in Sub-Clause 60.11;
- (i) any amount to be withheld under the retention provisions of Sub-Clause 60.3, determined by applying the percentage set forth in Sub-Clause 60.3;
- (j) any amounts to be deducted as recovery of the Advance under the provisions of Sub-Clause 60.13;
- (k) adjustment of any other sum, expressed in the applicable currency or currencies, to which the Contractor may be entitled under the Contract or to be recovered from the Contractor; and
- (l) any amounts to be deducted as Withholding Tax under the provisions of

Income Tax Laws and Central Board of Revenue regulations.

60.2 Monthly Payments

Delete sub-clause 60.2 and replace with following:

The said statement shall be approved or amended by the Engineer in such a way that, in his opinion, it reflects the amount in various currencies due to the Contractor in accordance with the Contract, after deduction, other than pursuant to Clause 47, of any sums which may have become due and payable by the Contractor to the Employer. In cases where there is a difference of opinion as to the value of any item, the Engineer's view shall prevail. Within 28 days of receipt of the monthly statement referred to in Sub-clause 60.1, the Engineer shall determine the amounts due to the Contractor and shall issue to the Employer and the Contractor a certificate herein called "Interim Payment Certificate", certifying the amounts due to the Contractor.

The Engineer shall not be bound to certify any payment under this Sub-clause if the net amount thereof, after all retention and deductions, would be less than the Minimum Amount of Interim Payment Certificates stated in the Appendix A to Tender. However, in such case, the unpaid certified amount will be added to the next interim payment, and the cumulative unpaid certified amount will be compared to the minimum amount of interim payment

Notwithstanding the terms of this Clause or any other Clause of the Contract, no amount will be certified by the Engineer for payment until the Performance Security has been provided by the Contractor and approved by the Employer".

60.8 Final Payment Certificate

Delete the words "other than pursuant to Clause 47" from para (b) line 2 and 3

Add the following para at the end of this sub-clause

The Contractor shall also submit the following documents with his final statement to the Engineer:

- (a) Approved final As-built drawings.
- (b) An affidavit by the Contractor that the Works have been executed according to approved specifications, drawings, designs and standard and have not concealed defects known to him.

60.10 Time for Payment

Delete the text and substitute:

The amount due to the Contractor under any interim certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 28 days after such interim certificate has been delivered to the Employer, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 56 days, after such Final Payment Certificate has been delivered to the Employer.

All payments to the Contractor shall be made in Pak Rupees only under the Contract. No payments in foreign currency are admissible.

Add following sub-clause 60.11:

60.11 Material for the Permanent Works

Clause 60.11 is deleted in its entirety.

Add following sub clause

60.12 Place of Payment

Payments to the Contractor by the Employer shall be made in the currencies in which the Contract Price is payable into a bank account or accounts nominated by the Contractor

60.13 Financial Assistance to Contractor

Provision is made within the Contract for the Contractor to obtain an interest free Mobilization Advance against Bank guarantee from Scheduled Bank in Pakistan. The Advance shall be limited to ten percent (10%) of the Contract Price stated in Letter of Acceptance less any Provisional Sums and will cover mobilization, demobilization and any costs incurred therein by the Contractor.

- (a) The Mobilization Advance (if required) shall be paid after the following conditions have been fulfilled.
- 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 irrevocable without recourse bank guarantee.
 - The Contractor has submitted the Performance Security in the form as prescribed in Sub-Clause 10.1.
- (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) Recovery of the Mobilization Advance will be made from each Interim Payment Certificate (IPC) as a percentage of the value of the Works executed during the respective period of the IPC. Deduction shall be made after the deduction of Retention Money. The rate of deduction shall be determined in such a way that the whole of the Mobilization Advance shall be recovered one month before the completion date of the Works as per the "Time for Completion", which, for the purpose of this Clause, may include Engineer's provisional assessment considering the provisions of Clause 44, of the Conditions of the Contract which shall be subject to Employer's approval, to

allow recovery of the advance in accordance with the said assessment.

- (e) In the event that the amount of monies certified and due to the Contractor under the contract at any time is less than the total of due repayments of Mobilization Advance, the balance of the due repayments shall be paid to the Employer by the Contractor within seven days of demand by the Employer. If the balance is not so paid, the Employer shall be empowered to call in sufficient of the Mobilization Advance bank guarantee to cover the said balance.
- (f) 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).

60.14 Payment of items with Imbalance Rate

If a contractor quotes such disproportionate rates in his tender which deviate from the rates provided in the technically sanctioned estimate, the payment of items whose rates are lower will be made at tendered rate(s) in full on the execution of item(s) but the payment of item whose rates are higher, shall be made at the rates depicted in technically sanctioned estimate on the execution of such items, the balance payment shall be withheld by The Engineer In-Charge till the completion of the work of items for which low rates have been quoted.

63.1 Default of Contractor

Add following as paragraph (b) (iii);

If, the progress of works with respect to the Programme of Works is observed to be behind the approved program of works against agreed three consecutive months.

Delete the last paragraph of this sub-clause and substitute with:

“then the Employer may, after giving 14 days’ notice to the Contractor, enter upon the Site and expel the Contractor therefrom without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor’s Equipment, Plant, Temporary Works, and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provisions of the Contract, as he or they may think proper, and the Employer may, at any time, sell any of the said Contractor’s Equipment, Temporary Works, and unused Plant and materials, and apply the proceeds of sale in or toward the satisfaction of any sums due or that may become due to him from the Contractor under the Contract.”

Provided further, that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

63.2 Valuation at Date of Termination

Modify the heading of Sub-Clause 63.2 by substituting “Valuation at Date of Expulsion” for “Valuation at Date of Termination.” In Sub-Clause 63.2, delete the

word “termination” on the second and fifth lines and substitute “expulsion.

63.3 Payment after Termination

Modify the heading of Sub-Clause 63.3 by substituting “Payment after Expulsion” for “Payment after Termination.” In Sub-Clause 63.3, delete the words “terminates the Contractor’s employment” on the first line, and substitute “shall enter and expel the Contractor.

63.4 Assignment of Benefit of Agreement

In Sub-Clause 63.4, delete the word “termination” on the second line, and substitute “expulsion”.

Add following sub clause

63.5 Corrupt and fraudulent Practices

If in the judgment of the Employer the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, then the Employer may, after having given 14 days notice to the contractor, terminate the contractor’s employment under the contract and expel him from the site, and the provision of clause 63 shall apply as if such expulsion had been made under sub-clause 63.1.

For the purpose of this sub-clause:

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

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition

65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraphs (a) (i) to (a) (v).

67.3 Arbitration

In the sixth to eight lines, the words “shall be finally settled appointed under such Rules” are deleted and substituted with the following:

shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notice to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notice to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer

Chief Executive Officer

Punjab Industrial Estates Development & Management Company (PIEDMC)
Commercial Area (North), Sundar Industrial Estate

Sundar-Raiwind Road, Lahore

Tel: 042-35297203-6

Fax: 042-35297207

b) The Engineer:

Chief Operating Officer

Punjab Industrial Estates Development & Management Company (PIEDMC)
Commercial Area (North), Sundar Industrial Estate

Sundar-Raiwind Road, Lahore

Tel: 042-35297203-6

Fax: 042-35297207

69.3 Payment on Termination

Delete sentence from “but in addition to the payments..... of such termination”

69.4 Contractor’s Entitlement to Suspend Work

Add “/or” in the end of the text appearing under (a) after the word “and”

Add “determined under sub clause 53.5” after the word “Contract Price” appearing in the first line of text under (b)

70.1 Increase or Decrease of Cost

Sub-Clause 70.1 is deleted in its entirety

72.2 Currency Proportions

Delete whole Clauses 71.1, 72.1, 72.2 and 72.3, as the currency of payment is Pak Rs. only.

Add following Sub-Clauses 73.1, 73.2, 74.1, 75.1, 76.1, 77.1, 78.1, 79.1, 80.1, 81.1 82.1 and 83.1:

73.1 Cost Inclusive of Duties and Taxes

Local Taxation

The prices bid by the Contractor shall include all customs duties, import duties, business taxes, and income and other taxes that may be levied in accordance with the laws and regulations in being on the date 28 days prior to the latest date for submission of bids in the Employer's country on the Contractor's Equipment, Plant, materials, and supplies (permanent, temporary, and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer's country on profits made by him in respect of the Contract.

Foreign Taxation

The prices bid by the Contractor shall include all taxes, duties, and other charges imposed outside the Employer's country on the production, manufacture, sale, and transport of the Contractor's Equipment, Plant, materials, and supplies to be used on or furnished under the Contract, and on the services performed under the Contract.

73.2 Income Tax Provision in Sub-Contracts

Provisions to the like effect as those contained in this clause shall be incorporated by the Contractor in all sub-contracts agreement(s).

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix to his Bid, then the Employer shall be entitled to:

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

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liability

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 State of Emergency

In addition to his other responsibilities under the Contract the Contractor shall comply with any police or Military regulations, orders or instructions in force in the area of the Works due to a State of Emergency.

79.1 Personal Liabilities

Neither any member of the Employer's staff, nor the Engineer nor any member of his staff, nor the Engineer's Representative shall be in any way personally liable for the act or obligations under the Contract, or answerable for any default or omission on the part of the Contractor in the observance of the provisions of the contract or performance of any of the act matters or things which are herein contained.

80.1 Acquisition of Land and Relocation of Utilities

The acquisition of land within the Right of Way and the relocation of utilities from the Right of Way shall be the Employer's responsibility and in order to allow commencement and execution of the Work on Site in accordance with a programme approved by the Engineer sufficient "Right of Way (ROW)" as per sub-clause 42.1 shall be handed over to the Contractor clear of all encumbrances.

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

81.1 Wastage

No payment shall be made under any circumstances for wastage of materials, supplies and/or fixtures supplied by the Contractor. In all cases payment shall be made only on the basis of the net quantities of work done. It is up to the Tenderer/Contractor to calculate and make allowance for any or all such wastage (e.g. cut ends of reinforcement bars, spillage of cement and the like) in establishing the unit rates or prices for the items of works.

82.1 Dealing with Water

The Contractor shall take all necessary measures to prevent water from the Site causing a nuisance on or, in any neighboring land or property either by causing flooding or by depositing sediment on the surface of the ground or in drains or watercourses. Wherever necessary to prevent this, the Contractor shall construct temporary drainage channels, layer sumps and traps (in addition to those shown on the Contract) discharging into existing drain, ditches or watercourses. The Contractor shall remove over all sediment, which may accumulate on any land or in any drains, ditches or watercourses or in any other property as a result of his operations.

All works including those below sub-soil standing water level shall be carried out in the dry unless specified otherwise. The Contractor's arrangements for controlling the inflow of water into the parts of the excavation being worked and during the placing of concrete and other works therein and for the collection and disposal of water shall be to the Engineer's Approval. Such arrangements may include inter alia temporary cofferdams, well-point systems, pumps; drains trenches, flumes and other recognized means. All Costs and charges in dealing with water in any way whatsoever and the effects thereof will be deemed to be included in the Contract Price and in the unit rates or prices of the Contractor for excavations.

Water flowing into excavations shall be carried by trenches, drainage layers or open jointed drains to sumps from which it shall be pumped. Such trenches drains or sumps shall generally be clear of the Permanent Works unless approved otherwise by the Engineer. If, with the said Approval of the Engineer trenches drains or sumps are excavated under or immediately adjacent the Permanent Works, these shall comprise open-jointed pipes with gravel mounds. When no longer required and when approved by the Engineer they shall be filled with a cement /sand grout injected under pressure so as to fill the pipe and all voids completely.

The Contractor shall keep all surfaces upon or against which concrete is to be deposited free from running water and no concrete shall be placed until such surfaces are properly drained. Suitable precautions shall be taken to prevent running water from washing out cement or concrete while it is setting or from injuring the Works in any other way.

Notwithstanding the Approval by the Engineer of the Contractor's methods of dealing with water, the Contractor shall be responsible for and accept all the risks and liabilities of dealing with water from whatever source and of all effects thereof.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

a) Testing of Material:

The Engineer In-Charge shall nominate the Laboratory for all types of tests. Samples, carriage and Test fee etc. shall be born by the Contractor.

b) Geometric Design:

The contractor will be responsible to prepare the geometric design, plan & profile etc. of 2.12 km access road keeping in view the existing P.G.L of muridke road & QABP front road at his own cost. This working should be submitted to the Engineer for approval prior to the execution of the work.

TECHNICAL SPECIFICATIONS

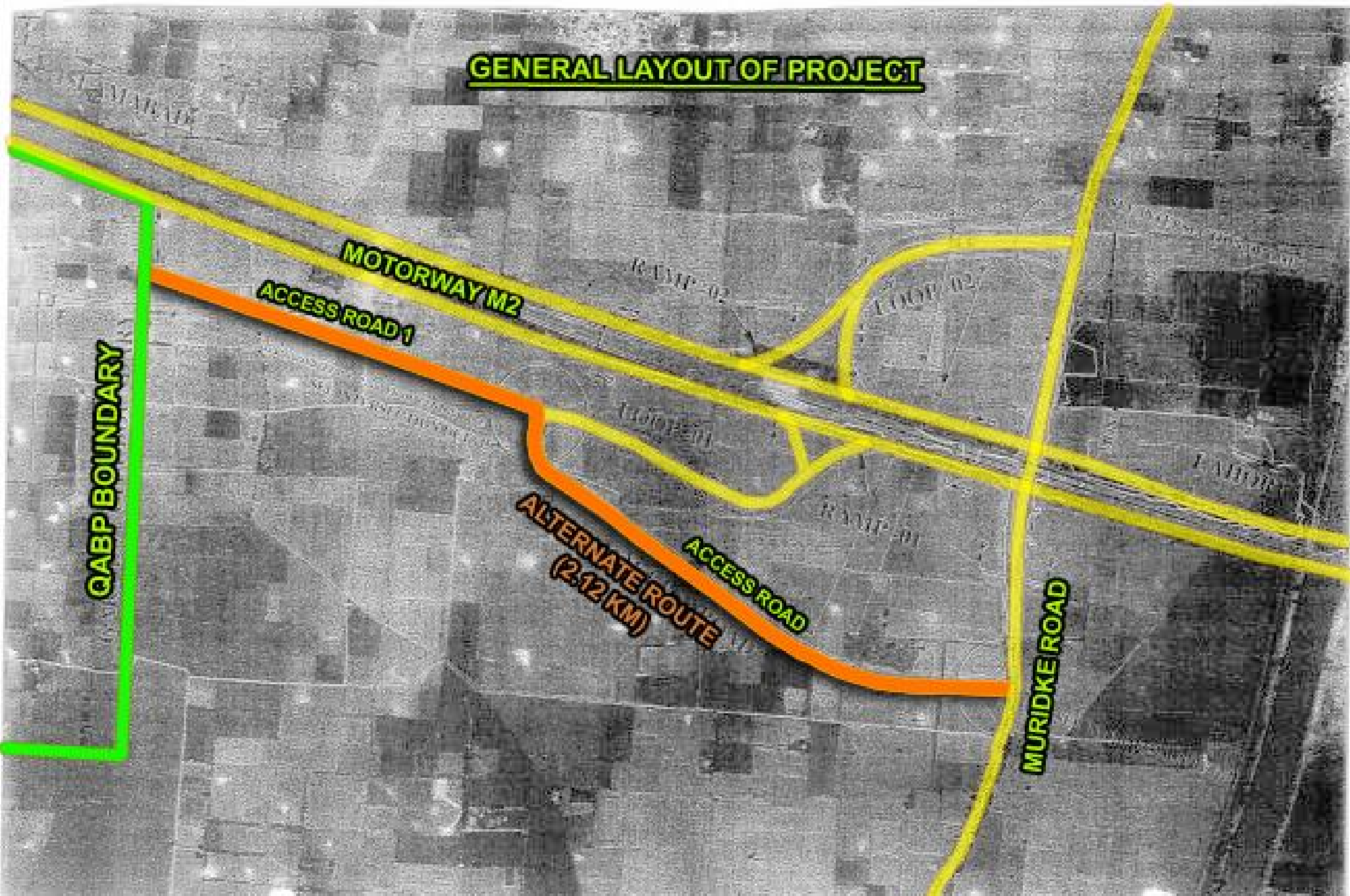
(Volume – II)

**Technical specification of MRS, issued by Finance
Department Govt. of Punjab will be used**

DRAWINGS

(Volume – III)

GENERAL LAYOUT OF PROJECT



NO.	DATE	DESCRIPTION	APPROVED	BY	SCALE



Qiam Pur

GENERAL LAYOUT PLAN

Islamabad Motorway

QABP

Dhewriwala

ACCESS ROAD-1

M-2

ALTERNATE ROUTE
(2.12 KM)

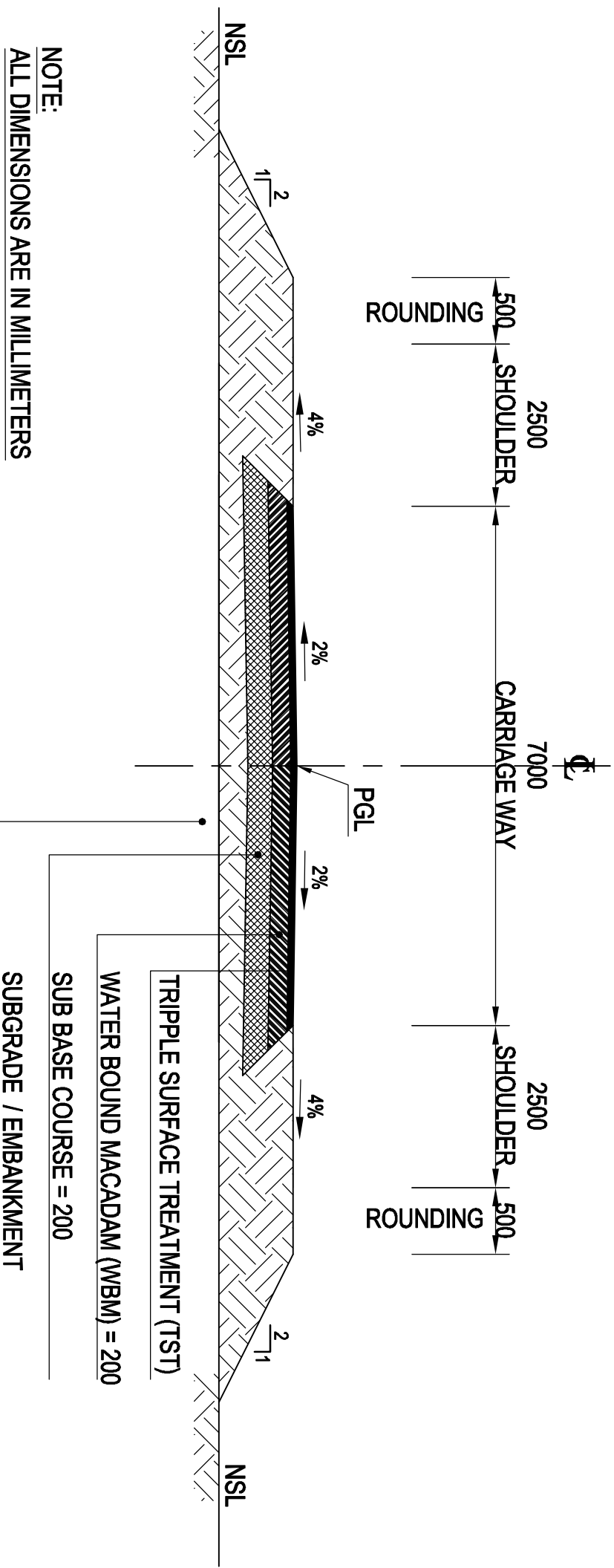
ACCESS ROAD

PROPOSED INTERCHANGE POINT

MURIDKE ROAD

Kath

TYPICAL ROAD CROSS SECTION



NOTE:

ALL DIMENSIONS ARE IN MILLIMETERS