



# **INFRASTRUCTURE DEVELOPMENT OF QUAID-E-AZAM BUSINESS PARK (QABP) SHEIKHUPURA**

## **CONSTRUCTION WORKS**

Contract # PIE/P&C/QABP-INFRA/21/03

## **BIDDING DOCUMENTS VOLUME-I**

**February 2021**



**National Engineering Services Pakistan (Pvt.) Ltd  
Environmental and Public Health Engineering Division  
1-C, Block N, Model Town Extensions, Lahore, Pakistan**



## **SUMMARY OF VOLUMES**

**Bidding Documents comprises of four (04) Volumes as described, as under:**

### **VOLUME-I**

**INVITATION TO BIDS**

**INSTRUCTIONS TO BIDDERS**

**BIDDING DATA TOGETHER WITH ANNEX-1 TO BIDDING DATA (ELIGIBLE COUNTRIES)**

**ELIGIBILITY & QUALIFICATION CRITERIA TOGETHER WITH BIDDER'S QUALIFICATION FORMS**

**FORMS OF TECHNICAL BID & PRICE BID AND APPENDICES TO BID FORMS**

**GENERAL CONDITIONS OF CONTRACT**

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### **VOLUME-II**

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# **INVITATION TO BID**

## INVITATION TO BID

### **INFRASTRUCTURE DEVELOPMENT OF QUAID-E-AZAM BUSINESS PARK - CONSTRUCTION WORKS**

**Reference No. PIE/P&C/QABP-INFRA/20/33**

Punjab Industrial Estates Development and Management Company (PIEDMC) (hereinafter referred to as the “Employer”) is owned by the Government of the Punjab with Public Private Partnership, to facilitate and accelerate the industrial growth of Punjab, Pakistan.

The Employer invites sealed Bids under single stage two envelope bidding procedure from the eligible Bidders registered with Income Tax Department and who are on Active Taxpayer list of Federal Board of Revenue and who are licensed in Category C-A with Pakistan Engineering Council, for accomplishing the Construction Works of Infrastructure Development of Quaid-e-Azam Business Park.

A complete set of Bidding Documents containing detailed terms and conditions, etc., can be obtained on submissions of written application along with payment of a non-refundable fee for Pak Rs. 20,000/- in shape of CDR/pay order in favour of PIEDMC, from Head Office Punjab Industrial Estates Development and Management Company, Commercial Area (North), Sundar Industrial Estate, Raiwind Road, Lahore between 9:00 AM to 4:30 PM from \_\_\_\_\_ to \_\_\_\_\_. The Advertisement and Instructions to Bidders are also available on our website [www.pie.com.pk](http://www.pie.com.pk) and PPRA web site [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) for information only; however, the interested Bidders must purchase the Bidding Documents from the undersigned to ensure the completeness of the Bidding Documents and to obtain any addendum, if issued, by PIEDMC.

A pre bid meeting will be held in Board Room of our Office at Punjab Industrial Estates Development and Management Company, Commercial Area (North), Sundar Industrial Estate, Raiwind Road, Lahore on \_\_\_\_\_ at 11:00 AM.

The Bid prepared in accordance with the instructions given in the Bidding Documents must be accompanied by a Bid Security for an amount not less than Pak. Rs. 200 Million as fixed lumpsum and must be delivered at Head Office Punjab Industrial Estates Development and Management Company, Commercial Area (North), Sundar Industrial Estate, Raiwind Road, Lahore till 11:00 AM on \_\_\_\_\_. Technical Bids will be opened at 11:30 AM on the same day in the presence of the Bidders’ authorized representatives who may choose to attend.

Evaluation of the Bids will be carried out in accordance with Bidding Documents and relevant Punjab Procurement Rules 2014. The Employer reserves the right to annul the bidding process as per Punjab Procurement Rules 2014.

Please contact our office any time between 9:00 AM and 4:30 PM in all working days for any query or question.

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**General Manager (Planning & Contracts)**

Punjab Industrial Estates Development and Management Company,  
Commercial Area (North), Sundar Industrial Estate,  
Raiwind Road, Lahore.

# **INSTRUCTIONS TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

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

### **A. GENERAL**

#### **IB.1 Scope of Bid**

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

#### **IB.2 Source of Funds**

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

#### **IB.3 Eligible Bidders**

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
  - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
  - b. Duly prequalified / enlisted with the Employer.

#### **IB.4 One Bid per Bidder**

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

#### **IB.5 Cost of Bidding**

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

#### **IB.6 Site Visit**

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



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

## **B. BIDDING DOCUMENTS**

### **IB.7 Contents of Bidding Documents**

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

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

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

### **IB.8 Clarification of Bidding Documents**

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

Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

### **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 along with 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;
  - (iii) Current litigation information; and
  - (iv) 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 partners 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**

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

### **IB.15 Bid Security**

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favour of the Employer valid for a period 28 days beyond the Bid Validity date.

- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the Bidder has furnished the required Performance 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 seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

#### **IB.27 Correction of Errors**

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

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

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.27;

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

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

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 therefore in writing. They shall form part of the records of that bid evaluation report.

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

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

### **IB.31 Notification of Award**

31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his

Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).

- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted. However, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 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 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

### **IB.33 Signing of Contract Agreement**

- 33.1 Within 14 days from the date of furnishing of acceptable Performance 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**

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**

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding

Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

**IB.36 Instructions not Part of Contract**

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

# **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 Instructions to Bidders	<b>Bidding Data</b>
IB.1 1.1	<p><b>Scope of Bid</b> <u>Summary of the Works</u> Infrastructure of Quaid-e-Azam Business Park shall be developed under this Contract comprising inter alia the following:</p> <ul style="list-style-type: none"> <li>i) Construction of Road Network and its allied components;</li> <li>ii) Construction of Water Supply Network and its allied components;</li> <li>iii) Construction of Sewerage Collection &amp; Disposal System and its allied components; and</li> <li>iv) Construction of Road Drainage Collection &amp; Disposal System and its allied components.</li> </ul> <p><u>Name and Address of the Employer</u> Punjab Industrial Estates Development &amp; Management Company (PIEDMC) Attention: Chief Executive Officer (CEO) Commercial Area (North), Sundar Industrial Estates, Sundar-Raiwind Road, Lahore Tel: 042-35297203-6 Fax: 042-35297207</p>
IB.2 2.1	<p><b>Source of Funds</b> All payments shall be made in Pak Rupees through Employer's own resources.</p>
IB.3 3.1	<p><b>Eligible Bidders</b></p> <p>Entire text of Sub-Clause IB.3.1 is deleted and substituted with the following:</p> <p>This invitation to Bids is open to all Bidders meeting the following requirements:</p> <ul style="list-style-type: none"> <li>(a) A Bidder, and all partners constituting the Bidder, shall have the nationality of Islamic Republic of Pakistan. A Bidder shall be deemed to have the nationality of Pakistan if the Bidder is constituted, incorporated and operates in conformity with the provisions of the laws of Pakistan.</li> <li>(b) A Bidder shall be duly licenced by the Pakistan Engineering Council (PEC) in the C-A category. In case of Joint Venture (JV), all</li> </ul>

Reference to Instructions to Bidders	<b>Bidding Data</b>
3.2	<p>Partners shall be duly licenced by PEC; however, the Lead Partner shall meet the aforesaid licencing requirement of C-A category. In case validity of licence has expired, the Bidder had applied for renewal of licence before submission of its Bid.</p> <p>(c) A Bidder shall be registered with Income Tax Department and must be on Active Taxpayer List of the Federal Board of Revenue at the time of submission of its Bid.</p> <p>(d) A Bidder shall not be eligible to participate in this bidding process while under temporary suspension or debarment/blacklisting by the Employer, any Government/Semi Government/Public Department in Pakistan (whether notified or not by Punjab Procurement Regulatory Authority (PPRA) on its website).</p> <p>(e) Bidders shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to be in a conflict of interest with one or more parties in the bidding process, if any of the following apply:</p> <p>(i) a Bidder participates in more than one Bids in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all Bids in which the Bidder has participated;</p> <p>(ii) two or more Bidders partially or wholly owned or directed by common individuals, regardless of extent of their shares or interest shall not be eligible to participate in the bidding process. Either only one such Bidder may participate or such Bidders may form a joint venture to participate as one venture; and</p> <p>(iii) a Bidder or its affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of this bidding process.</p> <p>(f) Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> <p>The materials, equipment and services to be supplied under the Contract shall have as their country of origin in an eligible country as per Annex-1 to Bidding Data.</p>
IB.6	<p><b>Site Visit</b> Entire text of ITB Clause 6 is deleted and substituted with the following:</p>
6.1	<p>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</p>

Reference to Instructions to Bidders	<b>Bidding Data</b>
6.2	<p>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.</p> <p>The Bidder shall, before submitting his bid, satisfy himself in all respects including the following:</p> <ul style="list-style-type: none"> <li>(i) The existing facilities in the vicinity of the Site of Works, the hydrological, hydrogeological and climatological conditions, the form and nature of the Site of Work.</li> <li>(ii) The quantities and nature of the Works and materials necessary for completion of the Works.</li> <li>(iii) The means of access to the Site of Works and exit from the Site.</li> <li>(iv) The available accommodation on land for Contractor's Camp within or outside the Site of Works.</li> <li>(v) All necessary information as to risks, contingencies and other circumstances, which may influence or affect the bid.</li> <li>(vi) The existing condition at the Site.</li> </ul>
6.3	<p>The 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, labor, fuel, water, electricity, and other matters or things required for or in connection with the Works.</p>
6.4	<p>In preparing the Bid, the 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>
6.5	<p>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.</p>
6.6	<p>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.</p>
6.7	<p>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.</p>



Reference to Instructions to Bidders	<b>Bidding Data</b>
IB.7 7.1	<p><b>Contents of Bidding Documents</b> Delete whole text of Sub-Clause IB.7.1 and substitute with the following: The Bidding Documents, in addition to Invitation to Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9:</p> <p><u>Volume-I</u></p> <ol style="list-style-type: none"> <li>1. Instructions to Bidders;</li> <li>2. Bidding Data together with Annex-1 to Bidding Data (Eligible Countries);</li> <li>3. Eligibility &amp; Qualification Criteria together with Bidder's Qualification Forms</li> <li>4. Forms of Technical Bid &amp; Price Bid and Appendices to Bid;</li> <li>5. Form of Bid Security;</li> <li>6. Form of Contract Agreement;</li> <li>7. Forms of Performance Security and Mobilization Advance Guarantee;</li> <li>8. General Conditions of Contract, Part-I (GCC);</li> <li>9. Particular Conditions of Contract, Part-II (PCC); and</li> <li>10. Special Provisions.</li> </ol> <p><u>Volume-II</u></p> <ol style="list-style-type: none"> <li>11. Bill of Quantities</li> </ol> <p><u>Volume-III</u></p> <ol style="list-style-type: none"> <li>12. Specifications - Technical Provisions</li> </ol> <p><u>Volume-IV</u></p> <ol style="list-style-type: none"> <li>13. Drawings</li> </ol>
IB.8 8.1	<p><b>Clarification of Bidding Documents</b> The words "28 days" are substituted with words "07days" in ITB Sub-Clause 8.1.</p> <p>All queries shall be directed to:</p> <p><u>General Manager (Planning &amp; Contracts)</u> Punjab Industrial Estates Development &amp; Management Company (PIEDMC) Commercial Area (North), Sundar Industrial Estates Sundar-Raiwind Road, Lahore Tel: 042-35297203-6 Fax: 042-35297207</p>
IB.10 10.1	<p><b>Language of Bid:</b> English.</p>
IB.11  11.1	<p><b>Documents Accompanying the Bid</b></p> <p>Entire text of Sub-Clause IB.11.1 is deleted and substituted with the following:</p> <p>The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, each containing the</p>

Reference to Instructions to Bidders	<b>Bidding Data</b>
	<p>documents listed here under, both envelopes enclosed together in one outer single envelope.</p> <p><u>Technical Bid</u></p> <ul style="list-style-type: none"> <li>(a) Duly filled-in Form of Technical Bid;</li> <li>(b) Bid Security;</li> <li>(c) Written power of attorney, duly notarized, authorizing the signatory of the Bid to act for and on behalf of the Bidder;</li> <li>(d) Duly filled-in all Appendices to Bid except Appendix-D to Bid (Bill of Quantities), along with all requisite attachments/supporting documentary evidences;</li> <li>(e) Proof of purchase of the Bidding Documents directly from the Employer;</li> <li>(f) Other documents required to be submitted as stated in Eligibility and Qualification Criteria and Bidder’s Qualification Forms; and</li> <li>(g) Any other documents required to be submitted with Technical Bid in accordance with these Bidding Documents.</li> </ul> <p>The Bidder shall submit sufficient details to demonstrate the adequacy of the Bid in meeting requirements for timely completion of the Works.</p> <p><u>Price Bid</u></p> <ul style="list-style-type: none"> <li>(a) Duly filled-in Form of Price Bid;</li> <li>(b) Duly filled-in Appendix-D to Bid (Bill of Quantities); and</li> <li>(c) Any other documents required to be submitted with Price Bid in accordance with these Bidding Documents.</li> </ul>
<p>IB.12 12.5</p>	<p><b>Bid Prices</b></p> <p>Following Sub-Clause is added at the end of ITB Clause 12.</p> <ul style="list-style-type: none"> <li>a) The Bidder, by the act of submitting a bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the bidder may make from the information furnished by the Employer or the Engineer. No verbal agreement or conversation with any officer, employee or agent of the Employer or the Engineer shall affect or modify any of the terms or obligations contained in the Bidding Documents.</li> <li>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.</li> <li>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</li> </ul>

Reference to Instructions to Bidders	<b>Bidding Data</b>
	<p>whose bid is accepted from any risks or liabilities or from the responsibility of completing and handing over the Works.</p> <p>d) The rates and prices set down by the Bidder against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described there under and shall be deemed to include all costs of performing the Works including all taxes and duties (except Provincial Sales Tax which shall be shown as separate line item at the end of summary cost), profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Bidding Documents.</p>
<p>IB.13 13.1</p> <p>13.2</p>	<p><b>Currencies of Bid and Payment</b> Entire text of ITB Sub-Clause 13.1 is deleted and substituted with the following:</p> <p>The unit rates and prices shall be quoted by the Bidder entirely in Pak Rupees. All payments under the Contract shall be made in Pak Rupees only.</p> <p>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 such currencies including currency exchange rate parity.</p> <p>The Sub-Clause is deleted in its entirety.</p>
<p>IB.14 14.1</p>	<p><b>Bid Validity</b> Period of Bid Validity is one hundred twenty(120) days after the Date of Bid Opening.</p>
<p>IB.15 15.1</p>	<p><b>Bid Security</b> <u>Amount of Bid Security</u> Amount of Bid Security shall be Pak. Rs. 200 Million as fixed lumpsum.</p>
<p>15.2</p> <p>15.6</p>	<p>The text of Sub-Clause IB.15.2 is deleted and substituted with the following: The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or counter guaranteed by a Scheduled Bank in Pakistan in case it is issued by a foreign Bank outside Pakistan, in favour of the Employer valid for a period 28 day beyond the Bid Validity date. The Bid Security (original + 2 copies) should be submitted in a separate sealed envelope. Name and identification number of the Contract and name of Bidder should be clearly typed on the envelope.</p> <p>At the end of Sub-Clause IB.15.6, following paragraph is added;</p> <p>(d) If the Bidder is found involved in corrupt and fraudulent practices.</p>

Reference to Instructions to Bidders	<b>Bidding Data</b>
IB.16	<p><b>Alternate Proposals by Bidder</b> This Clause is deleted in its entirety.</p>
<p>IB.17 17.1</p> <p>17.2</p>	<p><b>Pre-Bid Meeting</b> A pre-bid meeting will be held in Board Room at Punjab Industrial Estates, Development and Management Company, Commercial Area (North), Sundar Industrial Estate, Raiwind Road, Lahore on the date and time mentioned in Invitation to Bid.</p> <p>Following paragraph is added at the end of the Sub-Clause IB.17.2. The Bidders are requested to notify “the Employer” of any inconsistencies, errors and omissions found in the Bidding Documents. The Employer is not responsible for any verbal communications.</p>
<p>IB.18</p> <p>18.4</p> <p>18.5</p> <p>18.7</p>	<p><b>Format and Signing of Bid</b></p> <p>The text of Sub-Clause IB.18.4 is deleted and substituted with the following:</p> <p>The Bidder shall prepare by filling out the forms completely and without alterations one original of the Technical Bid and one original of the Price Bid as described in Sub-Clause 11.1 hereof and clearly mark it “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. In addition, the Bidder shall submit two (02) copies each of Technical Bid and Price Bid, clearly marked as “COPY NO. ___-TECHNICAL BID” and “COPY NO. ___-PRICE BID”. In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>Following paragraph is added at the end of this Sub-Clause.</p> <p>Bidding Documents, all Addenda, corrigenda, clarifications and supplementary information issued by the Employer, initialed and stamped by the person or persons signing the bid, shall also be submitted with the Bid for the purpose of acknowledgment of its receipt.</p> <p>Following is added at the end of this Sub-Clause:</p> <p>Bids shall be prepared and submitted on the Form of “Bid” provided in the Bidding Documents. All blank spaces must be filled in and completed. Form of Bid must be without interlineations or alteration of the original wording. Bids with incomplete and/or unsigned Form of Bid may be rejected /considered Non-Responsive.</p>
<p>IB.19</p> <p>19.1</p>	<p><b>Sealing &amp; Marking of Bids</b></p> <p>The text of Sub-Clause IB.19.1 is deleted and substituted with the following:</p> <p>The Technical Bid and Price Bid (comprising the relevant documents as stated under Sub-Clause 11.1 hereof) shall be prepared separately. The</p>

Reference to Instructions to Bidders	<b>Bidding Data</b>
<p>19.2(a)</p> <p>19.2(b)</p> <p>19.2(c)</p>	<p>ORIGINAL and each COPY of Technical Bid shall be sealed in one envelope marked as such. Similarly, the ORIGINAL and each COPY of the Price Bid shall be sealed in another envelope and marked as such. The outer envelope comprising both ‘Technical Bid’ and ‘Price Bid’ shall be addressed/identified as given in Sub-Clause 19.2 hereof.</p> <p>Employer’s address for purpose of Bid submission:                      General Manager(Planning &amp; Contracts)                      Punjab Industrial Estates, Development &amp; Management Company (PIEDMC)                      Commercial Area (North), Sundar Industrial Estate, Sundar-Raiwind Road, Lahore Tel: 042-35297203-6</p> <p>Name and Identification Number of Contract:                      “Infrastructure Development of Quaid-e-Azam Business Park-Construction Works”.                      Contract #PIE/P&amp;C/QABP-INFRA/20/33</p> <p>The text of Para (c) of Sub-Clause IB.19.2 is deleted and substituted with the following:</p> <p>The outer envelope and the inner envelope containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with Sub-Clause 23.1 hereof. The envelope containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with Sub-Clause 23.7 hereof.</p>
<p>IB.20</p> <p>20.1 (a)</p>	<p><b>Deadline for submission of Bids</b>                      As mentioned in Invitation to Bid.</p> <p>If in case/scenario the last date of submission is declared a public holiday the next working day shall be considered the deadline for submission of bids.</p>
<p>IB.23</p> <p>23.1</p>	<p><b>Bid opening</b></p> <p>The text of Sub-Clause IB.23 is deleted and substituted with the following:</p> <p>The Employer will open the Technical Bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders’ representatives who choose to attend, at the time, date and location stipulated herein. The Bidders’ representatives who are present shall sign a register evidencing their attendance.</p> <p>Venue: Committee Room, Punjab Industrial Estates                      Development &amp; Management Company (PIEDMC)                      Commercial Area (North), Sundar Industrial Estates</p>

Reference to Instructions to Bidders	<b>Bidding Data</b>
	<p>Sundar-Raiwind Road, Lahore Time: 11:30 AM Date: As mentioned in Invitation to Bid</p> <p>The Price Bids will remain unopened and will be held in custody of the Employer until the time of their opening.</p>
23.2	<p>First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p>
23.3	<p>Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with Sub-Clause 23.1 hereof. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p>
23.4	<p>Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with Sub-Clause 23.1 hereof.</p>
23.5	<p>All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> <li>(a) the name of the Bidder;</li> <li>(b) whether there is a modification or substitution;</li> <li>(c) presence of Bid Security; and</li> <li>(d) any other details as the Employer may consider appropriate.</li> </ul> <p>Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. The Form of Technical Bid shall be initialled by the nominated representatives of the Employer attending the Bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with Sub-Clause IB.21.1.</p>
23.6	<p>The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a</p>

Reference to Instructions to Bidders	<b>Bidding Data</b>
<p>23.7</p> <p>23.8</p> <p>23.9</p> <p>23.10</p> <p>23.11</p>	<p>withdrawal, substitution, or modification.</p> <p>At the end of the evaluation of the Technical Bids, the Employer will invite bidders whose Technical Bids have been declared substantially responsive, to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.</p> <p>The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Documents and return their Price Bids unopened as per procedure laid down in Punjab Procurement Rules 2014.</p> <p>The Employer shall conduct the opening of Price Bids of all Bidders whose Technical Bids were declared substantially responsive, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall sign a register evidencing their attendance.</p> <p>All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:</p> <ul style="list-style-type: none"> <li>(a) the name of the Bidder;</li> <li>(b) whether there is a modification or substitution;</li> <li>(c) the Bid Prices, including any discounts; and</li> <li>(d) any other details as the Employer may consider appropriate.</li> </ul> <p>Only Price Bids and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. The Form of Price Bid and Summary of Bill of Quantities shall be initialled by the nominated representatives of the Employer attending the Bid opening. No Bid shall be rejected at the opening of Price Bids.</p> <p>The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price and any discounts.</p>
<p>IB.24 24.1</p>	<p><b>Process to be Confidential</b></p> <p>The words "fifteen (15) days" appearing in 10<sup>th</sup> line of this Clause is substituted with "ten (10) days".</p>
<p>IB.25 25.1</p>	<p><b>Clarification of Bids</b></p> <p>Add the following paragraphs at the end of the Sub-Clause:</p> <p>The Employer may, at its discretion, ask any Bidder for confirmation/ submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient</p>

Reference to Instructions to Bidders	<b>Bidding Data</b>
	information in the Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.
<p data-bbox="268 376 336 405">IB.26</p> <p data-bbox="268 450 325 479">26.1</p> <p data-bbox="268 685 325 714">26.2</p>	<p data-bbox="424 376 1230 405"><b>Examination of Bids and Determination of Responsiveness</b></p> <p data-bbox="424 450 1398 517">The text of Sub-Clause IB.26.1 is deleted and substituted with the following:</p> <p data-bbox="424 562 1398 629">The Employer will determine whether each Technical/Price Bid is substantially responsive to the requirements of the Bidding Documents.”</p> <p data-bbox="424 685 1398 752">The text of Sub-Clause IB.26.2 is deleted and substituted with the following:</p> <p data-bbox="424 775 1134 804">A substantially responsive Technical Bid is one which:</p> <ul style="list-style-type: none"> <li data-bbox="424 826 1398 893">(i) meets the eligibility and qualification criteria delineated in the Bidding Documents;</li> <li data-bbox="424 916 815 945">(ii) has been properly signed;</li> <li data-bbox="424 967 1110 996">(iii) is accompanied by the required Bid Security;and</li> <li data-bbox="424 1019 1398 1086">(iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.</li> </ul> <p data-bbox="424 1108 1398 1243">The Employer shall first examine eligibilityand thereafter qualification of the Bidders. The Bidders who will not meet the eligibilityor qualification criteria, shall be held non-responsive and their Technical Bids shall not be further evaluated.</p> <p data-bbox="424 1265 1070 1294">A substantially responsive Price Bid is one which:</p> <ul style="list-style-type: none"> <li data-bbox="424 1317 863 1346">(i) has been properly signed; and</li> <li data-bbox="424 1368 1398 1435">(ii) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.</li> </ul> <p data-bbox="424 1458 1398 1682">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.”</p>
<p data-bbox="268 1727 336 1756">IB.29</p> <p data-bbox="268 1800 325 1830">29.2</p>	<p data-bbox="424 1727 520 1756"><b>Award</b></p> <p data-bbox="424 1800 1398 1868">First paragraph of Sub-Clause IB.29.2 is deleted and substituted with the following:</p> <p data-bbox="424 1912 1398 2002">The Employer, at any stage of the bid evaluation, having credible reasons for or <i>prima facie</i> evidence of any defect in subcontractors’ or Bidder’s capacities, may require the Bidder to provide information concerning their</p>



Reference to Instructions to Bidders	<b>Bidding Data</b>
	<p>professional, technical, financial, legal or managerial competence whether already declared substantially responsive.</p>
<p>IB.30 30.1</p>	<p><b>Employer’s Right to Reject all Bids</b> The text “to accept or reject any Bid, and to annul bidding process and reject all bids” is replaced by “to annul the bidding process and reject all Bids”.</p> <p>Following new paragraph is added at the end of Sub-Clause IB.30.1:</p> <p>Besides above, the Employer reserves the right to reject any Bid on the accounts including but not limited to the following:</p> <ul style="list-style-type: none"> <li>i. Bidding Documents are not purchased by the Bidder.</li> <li>ii. If at any time, it is found that a material misrepresentation of facts is made or the information submitted by the Bidder concerning his qualification was false or materially inaccurate or incomplete. If any partner of JV is involved in misrepresentation of facts as stated above, then the entire JV shall be disqualified /rejected.</li> </ul>
<p>IB-32 32.1</p>	<p><b>Performance Security</b> Form and amount of performance Security is stated in the Conditions of Contract. The time period of “28 days’ appearing in 3<sup>rd</sup> line of this Clause is substituted with “14 days”.</p>

**Annex-1 to Bidding Data**

**ELIGIBLE COUNTRIES**

The countries with which Pakistan has commercial/trade relation as per applicable laws of Pakistan.

**ELIGIBILITY AND  
QUALIFICATION CRITERIA**

**BIDDER'S  
QUALIFICATION FORMS**

## ELIGIBILITY AND QUALIFICATION CRITERIA

### 1. General

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

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

### 2. Criteria

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

#### 2.1 Eligibility

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

##### 2.1.1 Nationality

Nationality in accordance with paragraph (a) of Sub-Clause 3.1 of Bidding Data.	must meet requirement	not applicable	must meet requirement	not applicable	Form of Technical Bid, Forms ELI-1 & ELI-2 with attachments
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##### 2.1.2 PEC Licencing

Licencing by Pakistan Engineering Council (PEC) in accordance with paragraph (b) of Sub-Clause 3.1 of Bidding Data.	must meet requirement	not applicable	must be registered with PEC	must meet requirement	PEC Licence. In case validity of licence has expired, application for renewal of licence along with fee receipt shall also be submitted
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##### 2.1.3 Tax Registration

Requirement of the firm on Active Taxpayer List (ATL) of FBR in accordance with paragraph (c) of Sub-Clause 3.1 of Bidding Data.	must meet requirement	not applicable	must meet requirement	not applicable	Extracts of ATL
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Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	Lead Partner	

**2.1.4 Debarment/Blacklisting**

Not having been debarred/blacklisted by the Employer, any Government / Semi Government/Public Department in accordance with paragraph (d) of Sub-Clause 3.1 of Bidding Data.	must meet requirement	not applicable	must meet requirement	not applicable	Form of Technical Bid
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**2.1.5 Conflict of Interest**

No Conflict of Interest in accordance with paragraph (e) of Sub-Clause 3.1 of Bidding Data.	must meet requirement	not applicable	must meet requirement	not applicable	Form of Technical Bid, Forms ELI-1 & ELI-2 with attachments
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**2.2 Pending Litigation and Arbitration**

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

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

#### 2.3.1 Historical Financial Performance

Submission of separate yearly audited financial statements for the last five (05) years to demonstrate the current soundness of the Bidder's (legal entity) financial position and its prospective long-term profitability. As a minimum, Net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN – 1 with attachments
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#### 2.3.2 Average Annual Construction Turnover

Minimum average annual construction turnover of PKR4 billion (Pak Rupees four billion) calculated as total certified payments received for contracts in progress or completed, within the last five (5) years.	must meet requirement	must meet requirement	must meet not less than 30% of the requirement	Lead Partner must meet at least fifty percent (50%) of the requirement	Form FIN – 2 with attachments
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### 2.3.3 Financial Resources

<p>The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets (Cash &amp; Bank balances and marketable securities only), unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:</p> <p>(a) the cash flow requirements of PKR1.4 billion (Pak Rupees one billion four hundred million) for this contract;</p> <p>(b) the overall cash flow requirements for this contract and his current works commitment.</p>	must meet requirement	must meet requirement	not applicable	not applicable	Form FIR-1 Form FIR-2 with attachments
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### 2.4 Experience in Contracts of Similar Size and Nature

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	Lead Partner	
Minimum two (02) projects of similar nature and complexity completed over last ten (10) years each amounting to not less than PKR4 billion. Both projects shall have been executed in Pakistan.	must meet requirement	must meet requirement	Out of two, must complete one project	Out of two, must complete one project	Form EXP-1 with attachments

#### Notes:

- (i) Project having amounting less than PKR 4 billion shall not be considered.
- (ii) The building, dam, irrigation canals, electrical and telecom projects will not be considered as “similar nature” projects. However, road projects and airfields pavements works projects will be considered.
- (iii) The projects shall have been executed as prime contractor or sub-contractor. In case of JV, the amount of work will be worked out as per share in the JV Agreement.
- (iv) The Bidder shall submit authenticated documentary evidence which include Taking Over Certificate/Completion Certificate of the contracts being claimed under above mentioned criteria.

## 2.5 Personnel

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

Sr. No.	Position	Total Work Experience [years]	Experience In Similar Work [years]
1	Project Manager	25	20
2	Site Construction Manager	20	15
3	Professional Civil Engineers (2 Nos.)	15	10
4	Professional Material Engineer (1 No.)	15	10
5	Contracts Engineer (1 No.)	15	10
6	Quantity Surveyor (1 No.)	15	10
7	Occupational Health and Safety Manager (01	15	10

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

## 2.6 Equipment

The Bidder must demonstrate that it has owned the following key equipment:

Sr. No.	Equipment Type	*Minimum Numbers Required
1	Grader	2
2	Loader	2
3	Excavator	2
4	Dumpers/ Tractors Trolleys	8
5	Concrete Batching Plant	1
6	Transit Mixer	4
7	Concrete Pump	1
8	Vibratory Roller	3
9	Crane	2
10	Water Bowser/Tanker	4

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



## BIDDER'S QUALIFICATION FORMS

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

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

### **-Note-**

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

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

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

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

Each partner of a JV must fill in this form.

<b>Joint Venture Information</b>	
<b>Bidder's legal name</b>	
<b>JV Partner's legal name</b>	
<b>JV Partner's country of constitution</b>	
<b>JV Partner's year of constitution</b>	
<b>JV Partner's legal address in country of constitution</b>	
<b>JV Partner's authorized representative information</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following documents.</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above along with list of controlling shareholders, directors and legal representative.</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named above.</li> <li><input type="checkbox"/> 3. Joint Venture Agreement; a statement to the effect shall be included in the JV Agreement that all partners of the Joint Ventures shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms.</li> </ul>	

**Form LIT - 1: Pending Litigation and Arbitration**

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

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

**Form FIN - 1: Financial Situation**

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

<b>Financial Data for Previous 5 [Years PKR Equivalent]</b>				
<b>Year 1:</b>	<b>Year 2:</b>	<b>Year 3:</b>	<b>Year 4:</b>	<b>Year 5:</b>

**Information from Balance Sheet**

<b>Total Assets (TA)</b>					
<b>Total Liabilities (TL)</b>					
<b>Net Worth =TA-TL</b>					
<b>Current Assets (CA)</b>					
<b>Current Liabilities (CL)</b>					
<b>Working Capital = CA-CL</b>					

**Information from Income Statement**

<b>Total Revenues</b>					
<b>Profits Before Taxes</b>					
<b>Profits After Taxes</b>					

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

**Form FIN - 2: Average Annual Construction Turnover**

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

<b>Annual Turnover Data for Last 5 Years</b>	
<b>Year</b>	<b>Amount (PKR)</b>
<b>Average Annual Turnover:</b>	

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

**Form FIR - 1: Financial Resources**

Specify proposed sources of financing, such as liquid assets (Cash & Bank balances and marketable securities only), unencumbered real assets, lines of credit, and other financial means other than any contractual advance payments, net of current commitments, available to meet the cash flow demands of this contract.

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

No.	Source of Financing	Amount (PKR)
1		
2		
3		
4		
<b>Total</b>		
<b>Current Commitments [as per Form FIR - 2]</b>		
<b>Net Financial Resources</b>		

**Form FIR - 2: Current Contract Commitments/Works in Progress**

The Bidder and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion.

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

No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Respective Currency]	Value of Outstanding Work [PKR Equivalent] *	Estimated Completion Date	Value of Net Outstanding Work** [PKR Equivalent]*
1						
2						
3						
4						
5						
<b>Total Value of Outstanding Work [PKR Equivalent]</b>						

\* converted to PKR at the rate of exchange prevailing twenty-eight days prior to deadline for submission of Bids.

\*\* The Bidder shall substantiate the above information for next four (04) months with documentary evidence, i.e., Award of Contract & Approved Project Schedule(s) etc.

The Bidder shall also provide the evidence of rate of exchange.



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

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

Fill out one (1) form per contract.

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

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

**Form PER - 1: Proposed Personnel**

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

<b>1.</b>	<b>Title of Position*</b>
	<b>Name</b>
<b>2.</b>	<b>Title of Position*</b>
	<b>Name</b>
<b>3.</b>	<b>Title of Position*</b>
	<b>Name</b>
<b>4.</b>	<b>Title of Position*</b>
	<b>Name</b>
<b>7.</b>	<b>Title of Position*</b>
	<b>Name</b>

\*As listed in Eligibility and Qualification Criteria

**Form PER - 2: Resume of Proposed Personnel**

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

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

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

**Form EQUIP - 1: Equipment**

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

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

**FORMS OF  
TECHNICAL BID & PRICE BID  
AND  
APPENDICES TO BID**

## FORMS OF TECHNICAL BID & PRICE BID AND APPENDICES

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**FORM OF TECHNICAL BID**

Bid Reference No. \_\_\_\_\_ for Contract No. PIE/P&C/QABP-INFRA/20/33

**“INFRASTRUCTURE DEVELOPMENT OF QUAID-E-AZAM BUSINESS PARK-  
CONSTRUCTION WORKS”**

To:

Chief Executive Officer (CEO)  
Punjab Industrial Estates Development and Management Company (PIEDMC)  
Sundar Industrial Estate,  
Sundar Raiwind Road, Lahore

Gentleman,

We, the undersigned, declare that:

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Appendices to Bid, 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 Appendices to Bid, Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda;
2. Except Appendix-D to Bid which is enclosed with the Price Bid, all other Appendices attached hereto form part of this Technical Bid;
3. As security for due performance of the undertakings and obligations of the Bid consisting of the Technical Bid and the Price Bid, we submit herewith a Bid Security in the amount of Pak Rupees \_\_\_\_\_ (Pak Rs. \_\_\_\_\_) drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the Bid Validity date with this Technical Bid;
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 deadline for submission of Bids, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. The Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works;
7. Our subcontractors or suppliers for any part of the contract, if any, shall have nationalities from eligible countries, in accordance with Sub-Clause 3.2 of Bidding Data.

8. We, including any Subcontractors for any part of the Contract, are not under temporary suspension or debarred/blacklisted by the Employer, any Government/Semi Government/Public Department in Pakistan (whether notified or not by Punjab Procurement Regulatory Authority (PPRA) on its website);
9. We are not submitting more than one Bid in this bidding process in accordance with Clause 4 of Instructions to Bidders;
10. We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer; and
11. We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information of fake documents we shall be liable for punitive action under the Applicable Law.

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 \_\_\_\_\_



**FORM OF PRICE BID**

Bid Reference No. \_\_\_\_\_ for Contract No. PIE/P&C/QABP-INFRA/20/33

**“INFRASTRUCTURE DEVELOPMENT OF QUAID-E-AZAM BUSINESS PARK-  
CONSTRUCTION WORKS”**

To:

Chief Executive Officer (CEO)  
Punjab Industrial Estates Development and Management Company (PIEDMC)  
Sundar Industrial Estate,  
Sundar Raiwind Road, Lahore

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, Special Provisions, Specifications, Drawings, Bill of Quantities and Addenda for the sum of PakRs. \_\_\_\_\_ Pak Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said conditions.
2. The Appendix D to Bid attached hereto form part of this Price Bid.
3. 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.
4. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works;
5. We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer;
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_  
(Name of Bidder in Block Capitals)  
(Seal)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Address. \_\_\_\_\_

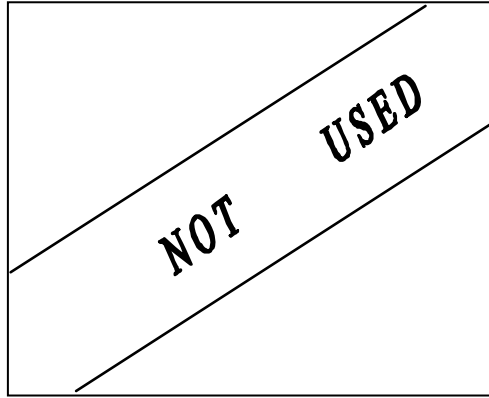
Occupation \_\_\_\_\_

**SPECIAL STIPULATIONS**

<b>Sr. No.</b>	<b>Item</b>	<b>Clause of Conditions of Contract</b>	<b>Specified Limits</b>
1	Engineer's Authority to issue Variation	PCC2.1 (vi)	1% of the Contract Price stated in the Letter of Acceptance.
2	Time for Furnishing Programme	PCC14.1	Within 14 days from the date of receipt of Letter of Acceptance.
3	Minimum amount of Third-Party Insurance	GCC23.2	As stated in Particular conditions of Contract
4	Time for Commencement	PCC41.1	Within seven (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.
5	Time for Completion	GCC43.1	Nine Hundred and Twelve(912) Days from the Commencement Date (Date of receipt of Engineer's Notice to Commence)
6	Amount of Liquidated Damages	GCC47.1	0.05 % of the Contract Price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
7	Defects Liability Period	GCC 49.1	Three Hundred and Sixty-Five (365) days from the effective date of Taking-Over Certificate.
8	Contractor's overhead and profit including all taxes for the valuation of variations (of items not covered in Bill of Quantities).	PCC 52.1	20% of the actual incurred cost.
9	Minimum amount of Interim Payment Certificates (Running Bills)	PCC 60.2	Rs. 100 Million.

10	Percentage of Retention Money	PCC 60.3	7% of the amount of Interim Payment Certificate
11	Limit of Retention Money	PCC 60.3	5% of Contract Price stated in the Letter of Acceptance.
12	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	PCC 60.10	28 days.
13	Maximum Amount of Mobilization Advance (Interest Free)	PCC 60.13	10% of Contract Price stated in the Letter of Acceptance (excluding Provisional Sum if any)

**FOREIGN CURRENCY REQUIREMENTS**



**PRICE ADJUSTMENT UNDER CLAUSE 70**  
**OF CONDITIONS OF CONTRACT**

Please refer to Clause 70 of Particular Conditions of Contract for details.

**BILL OF QUANTITIES**

Please refer to Volume-II of Bidding Documents

**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 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):



**METHOD OF PERFORMING THE WORK**

[The Bidder is required to submit a narrative outlining the method of performing the Works. 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.]

**LIST OF MAJOR EQUIPMENT**

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

**CONSTRUCTION CAMP AND HOUSING FACILITIES**

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

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

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

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

**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.

<b>Part of Works (Give Details)</b>	<b>Subcontractor (With Complete Address)</b>
<b>1</b>	<b>2</b>

Note: The aggregate amount of parts of the Works proposed to be subcontracted shall not exceed the percentage of the Contract Price stipulated in Sub-Clause 4.1 of Particular Conditions of Contract.

**ESTIMATED PROGRESS PAYMENTS**

[Bidder's estimate of the value of the works 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:]

<b>Quarter</b>	<b>Amounts (In %age of Bid Price)</b>
<b>1</b>	<b>2</b>
1 <sup>st</sup> Quarter	
2 <sup>nd</sup> Quarter	
3 <sup>rd</sup> Quarter	
4 <sup>th</sup> Quarter	
5 <sup>th</sup> Quarter	
6 <sup>th</sup> Quarter	
7 <sup>th</sup> Quarter	
8 <sup>th</sup> Quarter	
9 <sup>th</sup> Quarter	
10 <sup>th</sup> Quarter	
<b>Bid Price</b>	

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

[The Bid shall enclose the following separately for construction and Defects Liability Periods:

1. Organization chart for the head office control.
2. Organization chart for the Site control.
3. A Schedule of administrative and technical supervisory to be appointed at Site with their proposed period of stay at site.
4. A Schedule of technical supervisory staff.]

**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: As per Price Bid

Contract Title: \_\_\_\_\_

..... [name of Contractor] 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 Punjab (GoPb)/Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb or GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] 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 GoPb or GoP, except that which has been expressly declared pursuant hereto.

[Name of Contractor] 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 GoPb or GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Contractor] 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 GoPb or GoP under any law, contract or other instrument, be voidable at the option of GoPb or GoP.

Notwithstanding any rights and remedies exercised by GoPb or GoP in this regard, [name of Supplier] agrees to indemnify GoPb or GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb or 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 GoPb or GoP.

Name of Employer: .....

Signature: .....

[Seal]

Name of Contractor: .....

Signature: .....

[Seal]



## **FORMS**

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

**BID SECURITY**  
**(Bank Guarantee)**

Security Executed on \_\_\_\_\_  
(Date)

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

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security Rupees. \_\_\_\_\_ (Rs. \_\_\_\_\_)

Bid Reference No. \_\_\_\_\_

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

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we 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 to the Employer, conditioned as under:

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

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen days (14) 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.

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance 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)

**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:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Contract Agreement (if completed);
  - (b) The Letter of Acceptance;
  - (c) The completed Forms of Technical Bid and Price Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) Particular Conditions of Contract – Part-II;
  - (f) The General Conditions – Part I;
  - (g) The priced Bill of Quantities (Appendix–D to Bid);
  - (h) The completed Appendices to Bid;
  - (i) The Drawings;
  - (j) The Specifications;
  - (k) Special Provisions; and
  - (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)

**MOBILIZATION ADVANCE GUARANTEE**

Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_

WHEREAS PEIDMC(hereinafter called the 'Employer') has entered into a Contract for Infrastructure Development of Quaid-e-Azam Business Park- Construction Works.

(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 Pak Rupees \_\_\_\_\_ (Pak 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)

(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 Pak Rupees \_\_\_\_\_ (Pak 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.



**GUARANTOR**

1. **Signature** \_\_\_\_\_
2. **Name** \_\_\_\_\_
3. **Title** \_\_\_\_\_

**WITNESS**

1. \_\_\_\_\_  
\_\_\_\_\_  
**Corporate Secretary (Seal)**

2. \_\_\_\_\_  
**(Name Title & Address)**
- \_\_\_\_\_ **Corporate Guarantor (Seal)**

# **PART I**

# **GENERAL CONDITIONS**



FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS

# CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

## PART-I: GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract Part-I; General Conditions shall be those forming Part I of the 'Conditions of Contract for Works of Civil Engineering Construction "fourth edition 1987, reprinted 1988 with editorial amendments, reprinted in 1992 with further amendments" prepared by the *FederationInternationale des ingenieurs- Conseils* (FIDIC).

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced. Bidders are advised to obtain originals of the FIDIC Conditions of Contract directly from

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FOURTH EDITION 1987

Reprinted 1988 with editorial amendments

Reprinted in 1992 with further amendments

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## 1.1 Definitions

(a) (i) The **Employer** is Punjab Industrial Estates Development & Management Company (PIEDMC), Commercial Area (North), Sundar Industrial Estate, Sundar-Raiwind Road, Lahore represented by its Chief Executive Officer (CEO) and its legal successors and assignees, or any other competent person appointed by the Employer and notified to the Contractor.

(a) (iv) The **Engineer** is Chief Operating Officer (COO), Punjab Industrial Estates Development & Management Company (PIEDMC), Commercial Area (North), Sundar Industrial Estate, Sundar-Raiwind Road, Lahore, 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**” is synonymous to “**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.

Following paragraph is added:

(g) (v) “**Approved by the Engineer**” 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;

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

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 “Subcontracting”.
- (ii) 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 6.4 “Delay and Cost of Delay of Drawings”, Sub-Clause 12.2 “Not Foreseeable Physical Obstructions or Conditions”, Sub-Clause 27.1 “Fossil”, Clause 40 “Suspension” and Sub-Clause 42.2 “Failure to give Possession”.
- (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 47.3).
- (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) Determining additional time and cost under Sub-Clause 17.1 “Setting-out”.
- (xii) Issuance of “Taking Over Certificate” under Clause 48.
- (xiii) Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.

\* (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.

## **4.1 Subcontracting**

The text "Except where otherwise provided by the Contract" appearing 1<sup>st</sup> and 2<sup>nd</sup> line of the first paragraph and paragraph at Sr. No. (c) of this clause are deleted.

Following is added at the end of this Sub-Clause.

The aggregate amount of parts of the Works subcontracted shall, however, not exceed 30% of the Contract Price.

The following Sub-Clauses 4.3 and 4.4 are added

## **4.3 Approval of Subcontractors**

Where a list of Subcontractors is provided under Appendix-I to Bid, the Contractor shall submit qualification documents of these Subcontractors during execution of the Contract to the Engineer for its approval. Any Subcontractor proposed in the list shall be subject to prior approval of the Employer.

## **4.4 Dispute between Contractor and Subcontractors**

In the event of a dispute of whatever nature arises between the Contractor and Subcontractor, the Contractor and Subcontractor 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. Moreover, the Contractor and the Subcontractor shall continue the Works inspite of such dispute(s).

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

## **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 Forms of Technical Bid and Price 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 priced Bill of Quantities (Appendix–D to Bid);
- (9) The completed Appendices to Bid;
- (10) The Drawings;
- (11) The Specifications; and
- (12) Special Provisions.

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

## **6.4 Delay and Cost of Delay of Drawings**

“/or” is added in the end of the text appearing under (a) after the word “and” “determined under Sub-Clause 53.5” is added 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 submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

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

### **6.8 As-Built Drawings**

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer six (06) hard copies and one (01) 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.

The following Sub-Clauses 8.3 and 8.4 are added;

### **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 fourteen (14) days before the work or the erection of any such Temporary Works commences on the Site.

### **8.4 Specialists, Suppliers and Subcontractors**

Where the Works require the incorporation of proprietary articles manufactured by Specialists, suppliers, or part(s) of the Work involve design or specification matters to be carried out by specialist Subcontractors, 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 Subcontractors.

### **9.1 Contract Agreement**

The following is added at the end of paragraph:

The Contractor shall provide six (06) 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 14days 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 bank guarantee from any Scheduled Bank in Pakistan.

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

## **10.2 Period of Validity of Performance Security**

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

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**

Sub-Clause 10.3 is deleted 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 in respect of the above 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.

## **14.1 Programme to be Submitted**

The programme shall be submitted within the time stated in Appendix-A to Bid from the date of receipt of Letter of Acceptance.

Add the following at the end of Sub-Clause:

The Contractor shall, within fourteen (14) 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 MS Project or Primavera (both hard copy 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 47.2.

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 MS Project or 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; and
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 – MS Project.
- b. S-Curve should be plotted between time (in weeks) and progress of Works done (in % of work). The progress should be shown in cumulative percent of Works done. Percent of Works 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 the Engineer, 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**

The Sub-Clause is amended 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 8<sup>th</sup> day of the following month, three (03) 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.

Following Sub-Clauses 15.2, 15.3 and 15.4 are added:

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

### **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 Works. The final responsibility of practicality and technical adequacy of construction rests with the Contractor.

Following Sub-Clauses 16.3 and 16.4 are added:

### **16.3 Language Ability of Superintending Staff of Contractor**

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs 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 Subcontractors with appropriate qualifications and experience from Pakistan.

## **19.1 Safety, Security and Protection of the Environment**

Add following paragraphs (d), (e), (f) and (g):

- (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 whole text of this Sub-Clause is deleted and substituted with the following:

The Employer's risks are:

- (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:
    - (a) Prevent loss or damage to physical property from occurring by taking appropriate measures, or
    - (b) Insure against.

## **21.1 Insurance of Works and Contractor's Equipment**

In para (a) of this Clause, in the first line, after the word "Plant", following words: "whether provided by the Contractor or the Employer" are added.

Add the following words at the end of Sub-para (a):

"It is being understood that such insurance shall provide for compensation to be payable required to rectify the loss or damage incurred."

## **21.2 Scope of Cover**

Sub-Para (a) of Sub-Clause 21.2 is amended by deleting the words “from the start of work at the Site” and substituting with the words “from the first working day after the Commencement Date.”

Following paragraph (c) is added:

- (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).

## **23.2 Minimum amount of Third Party Insurance**

Per occurrence with number of occurrence unlimited:

- i) For property, full repair cost or full replacement cost, as the case may be, per occurrence with the number of occurrence unlimited.
- ii) in case of death, Pak Rs. 1,000,000/- per person
- iii) in case of major injury, Pak Rs. 500,000/- per person
- iv) in case of minor injury, PakRs. 100,000/- per person

## **24.2 Insurance Against Accident to Workmen**

The Workmen compensation Policy must contain following conditions of indemnification per occurrence with the number of occurrence unlimited:

- i) in case of death, Pak Rs. 1,000,000/- per person
- ii) in case of major injury, Pak Rs. 500,000/- per person
- iii) in case of minor injury, Pak Rs. 100,000/- per person

## **25.1 Evidence and Terms of Insurances**

Sub-Clause 25.1 is amended 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

either National Insurance Company of Pakistan or any other insurance company operating in Pakistan having at least A rating from PACRA or JCR-VIS and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

### **27.1 Fossils**

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

“determined under Sub-Clause 53.5” is added after the word “Contract Price” appearing in the end of first line of text under (b).

### **30.3 Transport of Material or Plant**

The whole text of this Sub-Clause is deleted and substituted with the following:

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 materials 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.

Following Sub-Clause 30.5 is added:

### **30.5 Extraordinary Traffic**

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

Following Sub-Clause 31.3 is added:

### **31.3 Co-operation with other Contractors**

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

The following Sub-Clauses 34.2 to 34.19 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 recognized festivals, days of rest and religious and other customs.

### **34.11 Disorderly Conduct**

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

### **34.12 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 depute for 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.

### **36.5 Engineer's Determination where Test not provided for**

"/or" is added in the end of the text appearing under (a) after the word "and"

"determined under Sub-Clause 53.5" are added 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**

"/or"are added in the end of the text appearing under (a) after the word "and"

"determined under Sub-Clause 53.5" are added after the word "Contract Price" appearing in the end of first line of text under (b)

### **48.1 Taking-Over Certificate**

The following is added after the word "-----Works" in the 7<sup>th</sup> line;

Within 14 days of the date of receipt of the 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 Taking-Over Certificate, or otherwise.

#### **48.2 Taking-Over of Sections or Parts**

The whole of the Works are to be completed within the Time for Completion stated in Appendix-A to Bid. As such no Taking Over Certificate(s) will be issued for any part of the Works substantially completed.

#### **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 that the Contractor has completed all the outstanding Works and remedied the defects.

Add following Sub-Clause 49.5:

#### **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 two (02) 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 28 days from the date of disagreement whichever is later.

Contractors overhead and profit including all taxes for valuation of variations of items that are not covered in Bill of Quantities are mentioned in Appendix A.

## **52.2 Power of Engineer to fix Rates**

In third line after the word “Contract” the word “and Market Rate System (MRS)2021, 1<sup>st</sup>Bi-annual” shall be added.

## **52.3 Variations Exceeding 15 Percent**

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

## **53.3 Substantiation of Claims**

The words “and approved by the Employer” are added in the 2nd line after the word “Engineer”.

The words “but not more than 28 days” are added in the end of seventh line after the word “require”.

The text “if required by the Engineer so to do” appearing in the second last line.

## **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 mentioned above 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 56 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

## **54.1 Contractor’s Equipment, Temporary Works, and materials; Exclusive use for the Works**

Add following paragraph at the end of Sub-Clause:

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, cost of these items shall be deemed 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 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.

#### **57.1 Method of Measurement**

Delete Sub-Clause 57.1 and replace with following:

The measurement of the Works shall be performed on the basis of the Specifications. All works completed under the Contract shall be measured according to the FPS system for all items, unless otherwise provided herein or in the Special Provisions. The Works shall be measured notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.

Following Sub-Clause 57.3 is added:

#### **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.

#### **58.2 Use of Provisional Sums**

Paras (a) and (b) of this Sub-Clause are deleted and replace with following:

- (a) the Contractor under Part1 of Bill No. 8, in which case the Contractor shall be entitled to an amount equal to the value thereof determined in accordance with Clause 52, and

- (b) the Contractor under Part 2 of Bill No. 8, in which case the Contractor shall be entitled to the actual price paid or due to be paid by the Contractor (without any overhead charges and profit)

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.

#### **60.1 Monthly Statements**

Delete Sub-Clause 60.1 and replace with following:

The Contractor shall submit six (06) 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 day work executed up to the end of the month in question, less the amount for day work certified in the previous Interim Payment Certificate, as determined from the day workschedule 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 and any other applicable taxes under the provisions of Income Tax Laws, Central Board of Revenue and Provincial Revenue regulations.

The Contractor shall ensure that all the guarantees required under the Contract shall be renewed from time to time (if required) and shall remain valid and enforceable until the Contractor has successfully discharged his obligations under the Contract and recovery of mobilization advance has been made.

## **60.2 Monthly Payments**

Sub-Clause 60.2 is deleted and replaced 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 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 14 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 Bid. 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".

### **60.3 Payment of Retention Money**

Retention Money shall be 5% of the sum stated in Letter of Acceptance. From each Interim Payment Certificate of the Contractor, 7 % of amounts certified under Clause 60.2 shall be retained until the amounts so retained reach 5% of the Contract Price stated in the Letter of Acceptance.

Notwithstanding anything above, the retention shall be affected in local currency only from the local currency portion of payments and shall also be released the same way in local currency.

### **60.6 Final Statement**

Add following paragraph at the end:

If, following discussions between the Engineer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Engineer shall issue to the Employer an Interim Payment Certificate for those parts of the draft final statement which are not in dispute. The dispute shall then be settled in accordance with Clause 67. The Final Statement shall be agreed upon settlement of the dispute.

### **60.8 Final Payment Certificate**

Delete the words "other than under 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; and
- (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 Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 28 days after such interim certificate has been delivered to the Employer, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 28 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.

Following Sub-Clauses 60.11 to 60.13 are added:

#### **60.11 Secured Advance on Materials**

No secured advance will be allowed throughout the currency of Contract.

#### **60.12 Mode of Payment**

Payments to the Contractor by the Employer shall be made thorough cross cheque.

#### **60.13 Financial Assistance to Contractor**

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

- (a) An interest free Mobilization Advance stated in Appendix –A to Bid (if opted by the Contractor) shall be paid against unconditional, irrevocable, bank guarantee acceptable to the Employer in two equal parts after the following conditions have been fulfilled.

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

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

Part-2: Remaining 50% of the total amount of the Mobilization Advance shall be paid on mobilization of resources at the Site by the Contractor to the satisfaction of the Engineer within 42 days from the date of payment of the first part.

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

### **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 the 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 terminate 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.”

Following Sub-Clause 63.5 is added:

### **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) hereof.

### **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 (CEO)

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 Engineer Civil

Punjab Industrial Estates Development &  
Management Company (PIEDMC)  
Commercial Area (North), Sundar  
Industrial Estate, Sundar-Raiwind Road,  
Lahore.  
Tel: 042-35297203-6  
Fax: 042-35297207

## 69.4 Contractor's Entitlement to Suspend Work

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

Add “determined under Sub-Clause 53.5 are added” 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, and substituted with the following:

1. Where any variation (increase or decrease), to the extent of 5% or more, in the price of any of the item mentioned in sub-clause (2) below takes place after the acceptance of Bid and before the completion of Contract, the amount payable under the Bid shall be adjustable to the extent of the actual variation in the cost of the item concerned
2. No price variation under the clause shall be admissible except in respect of the following items:-
  - i. Cement
  - ii. Steel
    - a) M.S Bars (Plain and deformed)
    - b) M.S. sections.
    - c) High Tensile steel wire.
    - d) M.S. and G.I.Pipes.
  - iii. Asbestos Cement Pipes.
  - iv. P.V.C.Pipes.
  - v. R.C.C/P.C.C.Pipes.
  - vi. Bitumen.
  - vii. High Speed Diesel.
  - viii. Bricks
    - a) Brick.
    - b) Tiles.

- c) Gutka
  - ix. Stone aggregate.
    - a) Stone metal for sub base.
    - b) Stone metal for base course.
    - c) Crushed bajjri.
  - x. Labour
3. The base price for the purposes of calculation of the price variation shall be the price prevalent in the month during which the last day of the submission of Bid falls.
  4. The price variation under this clause shall be worked out on the basis of the price of the particular item prevalent in a particular District on first day of each month as per price list of such manufacturers or suppliers at such places as are notified by the Finance Department from time to time. The prices of the manufacturer or supplier at the place(s) so notified shall be applicable to the particular District or the entire Punjab (where district wise list of manufacturers or suppliers has not been notified).
  5. If no notification in respect of any of the item mentioned in sub-clause (2) is issued under sub-clause (4) no price variation shall be admissible in respect of that item during that month.
  6. The amount payable or deductible in respect of items No.(i) to (x)of sub-clause (2) shall be calculated on the basis of the quantity of the item actually consumed on the work during the month.
  7. The amount payable or deductible in respect of item No.(v) of sub clause (2) shall be calculated on the basis of the actual quantity of cement and steel bars used in the manufacture of the pipes during the month.
  8. No escalation shall be allowed to the Contractor in respect of the period extended for the completion of the work due to his own fault.
  9. If, under the existing codal rules, secured advance is paid on all or any of the imperishable items mentioned at (ii) to (vi) & (viii) to (ix) in sub-clause (2) above, no price variation shall be admissible on such item(s) in respect of the quantity or quantities for which secured advance has been paid to the Contractor.
  10. The increase or decrease in theContract Price subsequent to any increase or decrease in the cost of high speed diesel shall be calculated from the increase or decrease in the basic price of high speed diesel using the following formula:

Increase or decrease= $\alpha$  x VOW x (CPD-BPD) / BPD in Contract Price.

Where:

VOW= the value of the work for which payment has been certified by the Engineer-in-charge, executed subsequent to such increase or decrease in the Basic Price as shall be obtained by applying the approved unit rates and prices entered in the measurement book.

CPD= Current price of high speed diesel, and

BPD= Basic price of high speed diesel.

Factor  $\alpha$ =0.15 for Highway / Road works &  
 $\alpha$ =0.07 for Buildings and R.C.C structures &  
 $\alpha$ =0.07 for Irrigation Works

11. The increase or decrease in the contract price subsequent to any increase or decrease in the cost of labour shall be calculated from the increase or decrease in the basic price of labour using the following formula:

Increase or decrease= $\beta \times \text{VOW} \times (\text{CLR}-\text{BLR}) / \text{BLR}$  in contract price.

Where:

VOW= the value of the work for which payment has been certified by the Engineer-in-charge, executed subsequent to such increase or decrease in the Basic Price as shall be obtained by applying the approved unit rates and prices entered in the measurement book.

CLR= Current labour rates for unskilled worker (as placed on website of Finance Department).

BLR= Basic labour rates of unskilled worker on the date of receipt of tenders (as placed on website of Finance Department)

Factor  $\beta = 0.15$  both for building & road works &

Factor  $\beta = 0.15$  for Irrigation work

### **Adjustment after Completion**

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 43, price variation thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 44, the above provision shall apply only to price variation made after the expiry of such extension of time.

## **71&72 Currency and Rates of Exchange**

Whole Clauses 71.1, 72.1, 72.2 and 72.3 are deleted as the currency of payment is Pak Rs. only.

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 are added:

### **73.1 Cost Inclusive of Duties and Taxes**

#### **Local Taxation**

The priced bid by the Contractor shall include all customs duties, import duties, business taxes, and income and other taxes including Provincial Sales Tax on services 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 (If any)**

The priced 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-contract(s).

#### **Advance Income Tax**

Deduction of advance income tax/withholding tax from the payable bill amount shall be made in accordance with the prevalent Income Tax Laws of Government of Pakistan. These deductions shall be deposited, in the Government Treasury by the Employer, to the account of Contractor.

The Employer shall within 28 days of making any such deduction provide to the Contractor a certificate of tax deducted.

### **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:

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

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

### **75.1 Termination of Contract for Employer's Convenience**

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

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

### **76.1 Liability of Contractor**

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

### **77.1 Joint and Several Liability**

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

### **78.1 State of Emergency**

In addition to 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 Works 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 Works 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 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.

## **83.1 Punjab Procurement Rules-2014**

Notwithstanding anything contained in the Bidding/ Contract Documents, the Punjab Procurement Rules-2014 as prepared by the Govt. of Punjab, Punjab Procurement Regulatory Authority, shall be applicable and shall supersede any clause contained in the Bidding / Contract Documents contrary to Punjab Procurement Rules-2014.

## **84.1 Details to be Confidential**

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose

the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

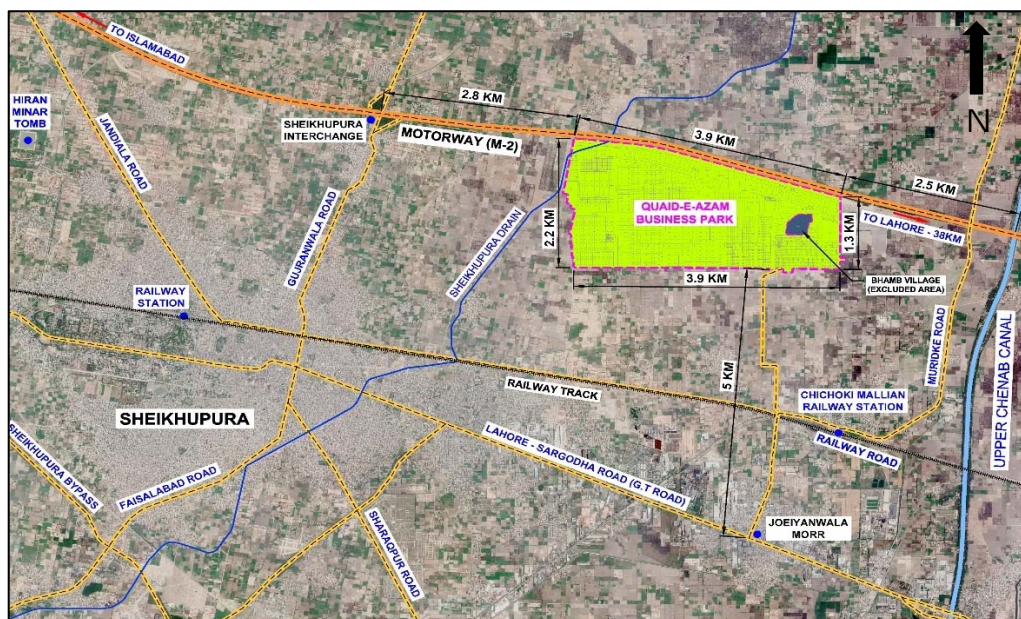
# **SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

### SP-01 General

#### A. Location of Works

01. The project area is located along M-2 Motorway at a distance of about 2.8 Km from Sheikhpura Interchange and 5 km from GT road. Quaid-e-Azam Business Park is located at 29019'19.06"N and 71035'9.97"E. The project site extends along M-2 Motorway up to 3.9 Km. On East side of the project site, Upper Chenab Canal (UCC) passes at a distance of 2.5 km. The project area comprises 1859.93 acres. A major settlement BambanKalan is situated within the project boundary which has been preserved and segregated from industrial activity of Quaid-e-Azam Business Park. A seepage drain is crossing at west corner of the site.



#### B. Definition of Site

01. The site of the Work is defined as the areas required for construction of Works including boundaries and limits shown on the Drawings and such additional areas adjacent thereto as may be designated by the Engineer from time to time for the construction to be performed under the Bidding Documents, and all such areas and additional areas shall be comprised in the Site as defined in Clause 1 of the Conditions of Contract.
02. Within the area which

#### C. Climatology

01. Sheikhpura has extreme climate and diverse seasons. The summer season starts from April and continues till October. The month of June is the hottest month of the year. The winter season starts from December and continues till March. From the middle of December to the middle of March, the air is very damp and cold. January and February are the coldest months of the year. The yearly mean maximum and minimum temperatures are 30.7 °C and 18.9 °C,

respectively. Average monthly rainfall ranges from 6.8 to 190.9 mm. The average rainfall is 690 mm annually.

#### **D. General Description**

01. The Works are to be executed and completed in accordance with drawings, Specifications, Terms and Conditions under Special Provisions related to all Bill of Quantities items and satisfactions of the Engineer and the Employer. Scope of the works will include but not limited to the construction of internal roads, water supply network, sewerage network, disposal station, force main, tube wells, overhead water tank and allied buildings in as shown on Contract Drawings (Volume-IV).
02. The Contractor shall perform all the Works required for the complete construction of the aforesaid Works.
03. The Contractor shall procure, furnish, provide and arrange all necessary construction equipment, transportation, fuel, and other services and shall be responsible for the construction and maintenance of other works necessary for the completion of the Works described herein in strict conformity with the Specifications.
04. The Works shall also include rectification/ reconstruction of defects during the Defects Liability Period.

#### **SP-02 DRAWINGS**

**A.** The Drawings issued with the Bidding Documents and hereinafter referred to as Bid/Tender Drawings, are generally in sufficient detail so enable the Contractor to submit rates and prices of the Pay Items in the Bill of Quantities, subject to corrections based on the future issue of Drawings as provided under Sub-Clause SP-02-B - Drawings Issued for Construction. The Bid/ Tender Drawings returned by the Contractor with his Bidding Documents shall be kept in safe custody by the Employer/ Engineer.

#### **B. Drawings Issued for Construction**

01. After award of Contract, Construction Drawings will be issued for construction. The Drawings issued for construction will include Tender Drawings as may be modified and additional Drawings as required to develop the Works in greater detail and supplementary Specifications as may be necessary. Such Drawings and Specifications shall be construed to be included in the expression "Supplementary Drawings and Instructions" under Sub-Clause-7.1 of the Conditions of Contract. The Drawings issued for construction that show changes from the Tender Drawings and Specifications will be reviewed by the Engineer for his determination of adjustments (if any) of the Contract Price in accordance with the provisions of Sub-Clauses 52.1 and 52.2 of the Conditions of Contract. The Work shall be executed in conformity with the Drawings issued for construction. The Engineer and the Contractor shall jointly prepare a schedule for issuance to the Contractor of "Drawings Issued for Construction" of various parts of the Works based on a list of Drawings prepared by the Engineer.

**C. Definition of Term Drawings**

01. The term Drawings as used throughout the Specifications applies to both the "Tender Drawings" defined in Sub-Clause SP-02-A and to the "Drawings issued for construction" as described in Sub-Clause SP-02-B.

**D. Checking Drawings**

01. The Contractor shall check all Drawings issued for construction carefully as soon as practicable after receipt thereof and shall promptly seek advice from the Engineer of any errors discovered.

**E. Drawings to be furnished by the Contractor****01. Shop Drawings**

- (i) All shop drawings required for the Works including field erection and layout and construction detail drawings shall be furnished by the Contractor for approval of the Engineer. Written drawings matter shall be in English. If more detailed drawings are necessary to complete any part of the Work, such detailed drawings shall be prepared by the Contractor and submitted to the Engineer for approval. All drawings shall be complete and shall be submitted in due time and in logical order to facilitate proper coordination. All drawings submitted and approved will form a part of the Contract.

**02. Lift and placement Drawings**

- (i) Lift or other placement drawings shall be submitted by the Contractor for approval of the Engineer only for such lift or other placement of concrete where necessary or as directed by the Engineer. Lift or other placement drawings shall be to such scale as to show clearly all recesses, openings and embedded work, including embedded structural, mechanical and electrical items, in each lift in sufficient detail for proper installation of the Work.

**03. Other Drawings**

- (i) Drawings showing proposed methods of construction and other drawings additional to those-referred to hereinabove, required by the Specifications, shall be submitted by the Contractor to the Engineer for approval.

**F. Submissions and Approvals**

01. Except as otherwise specified, three ammonia prints of each drawing for approval or review shall be furnished as herein required. Transmittals shall be made to the Engineer, in accordance with written instructions to be furnished by the Engineer. Within 15 calendar days after receipt, the Engineer will send one copy to the Contractor marked "Approved", "Approved Except as Noted", or "Returned for Correction". The notations "Approved" and "Approved Except as Noted" will authorize the Contractor to proceed with the fabrication of the materials and equipment covered by such drawings subject to the correction, the Contractor shall make the necessary revision on the drawings

and shall re-submit prints for approval in-the same manner as for new drawings. Every revision made during the life of the Contract shall be shown by number, date and subject in a revision block.

02. Upon receipt of prints which have been "Approved" or "Approved Except as Noted", the Contractor shall furnish four prints plus one reproducible of each drawing to the Engineer. If revisions are made after a drawing has" been approved, the Contractor shall furnish for approval additional copies as specified for the initial submission subsequent to each revision.
03. All the applicable requirements of this Clause with reference to drawings to be prepared by the Contractor shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data submitted for approval.
04. Any work done prior to the approval of drawings shall be at the Contractor's risk. The Engineer will have the right to request any additional details and to require the Contractor to make any changes in the design which are necessary to conform to the provisions and intent of the Specifications without additional cost to the Employer. The approval of the drawings 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. Approval by the Engineer of the Contractor's drawings shall not be held to relieve the Contractor of the obligations to meet' all the requirements of the Specifications or the responsibility for the correctness of the-Contractor's drawings or of the responsibility for correct fit of assembled parts in final position or of the responsibility for the adequacy of method of construction.

#### **G. Building Services (Electro-Mechanical) Drawings**

01. Certain Electro-Mechanical Drawings are diagrammatic and indicate the general arrangement of the Work. The Contractor shall refer to the structural and other appropriate detail Drawings for information as to the location of all fixtures and equipment. Where additional information is required, the Contractor shall request this information from the Engineer in writing.

### **SP-03 LAYOUT OF WORK AND SURVEYS**

#### **A. Reference points, Lines and Levels**

01. The Engineer will provide assistance for layout a reference line or lines in the field with accompanying points and bench marks for each major structure, sufficient to enable the Contractor to establish there from his survey control for construction.

#### **B. Verification**

01. The Engineer may make checks as the Work progresses to verify lines and grades established by the Contractor and to determine the conformance of the Work as it progresses with the requirements of Contract Specifications and Drawings. Such checking by the Engineer shall not relieve the Contractor of

his responsibility to perform all Work in accordance with the Drawings and Specifications and the lines and grades given therein.

## **SP-04 APPROVAL OF MATERIALS AND EQUIPMENT**

### **A. Submission of Samples and Data**

01. As soon as practicable after award of Contract/the Contractor shall submit for the approval of the Engineer drawings, catalogs, cuts, diagrams and other descriptive data for all mechanical, electrical, architectural, and such other materials and equipment designated by the Engineer, which the Contractor proposes for use under this Contract. For certain materials and equipment, data may be required to be submitted in accordance with a "Detail Form" furnished by the Engineer. Items submitted shall be properly labeled to indicate the contract number, Works, contractor, source of supply, manufacturer, pay item number, and other data required by the Specifications. All items shall be submitted in sufficient time, but not later than thirty days prior to purchase, to permit proper consideration and action thereon without delaying the approved construction schedule.

### **B. Tests**

01. The provisions of Sub-Clause 36.3 in the Conditions of Contract are intended to apply to the tests required to establish conformance of all materials, products and equipment to the specifications in the Technical Provisions of the Specifications, e.g., the particular specifications for cement, re-enforcing steel, structural steel, paints, miscellaneous metals, bricks, water, concrete and mortar aggregates, cement concretes and earthwork materials, etc. as may be deemed necessary by the Engineer. Instead of specific test for materials at the Site or approved Laboratories, the Engineer may request satisfactory proof of compliance in one or more of the following ways.
02. **Manufacturer's Certificate of Compliance**
  - (i) In the case of standard labeled stock products of standard manufacture which have a record of satisfactory performance in similar work over a period of not less than two years, the Engineer may accept a notarized statement from the manufacturer certifying that the product conforms to the applicable Specifications.
03. **Mill Certificate**
  - (i) Regarding materials for which such practice is usual, the Engineer may accept the manufacturer's certified mill and laboratory certificate.
04. **Testing Laboratory Certificates**
  - (i) The Engineer may accept a certificate from a testing laboratory satisfactory to him certifying that the product has been tested within a period acceptable to the Engineer and that it conforms to the requirements of the Specifications.



**05. Service Record**

- (i) If a demonstrable satisfactory service record is available for a material, certain specified tests may be waived by the Engineer.

**B. Cost**

01. The cost of any additional laboratory, field and shop tests required through the re-submission of samples because of failure of compliance with Specifications shall also be borne by the Contractor.

**SP-05 INSPECTION**

- A.** All material and equipment furnished and all work performed under this Contract will be subject to inspection by the Engineer at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charge, all facilities, labor and material reasonably needed for performing such inspections and tests as may be required by the Engineer. Inspection at the source, e.g., borrows area, manufacturer's plant etc., will be made of selected materials and equipment in addition to inspection at the Site. Acceptance of materials and equipment or the waiving of inspection thereof shall in no way relieve the Contractor of the responsibility for furnishing materials and equipment meeting the requirements of the Contract Documents.

**SP-06 CONSTRUCTION SCHEDULE**

**B. MS Project/ Primavera and Bar Chart**

01. The Preliminary Construction Schedule submitted with the Bid/Tender shall, as a minimum, provide overall Works schedules and specific structure construction schedules. The completion dates which are mandatory for certain parts of the Work shall be shown as such dates or earlier on the Schedule submitted by the Contractor.
02. The operations under the Programme, submitted by the Contractor in completion with sub-clause 14.1 of the Conditions of Contract shall be broken down in such detail as necessary to fully confirm the Contractor's proposed schedule.

**B. Network Analysis**

01. The Network Analysis Schedule, if required by the Engineer, shall also be prepared by the Contractor and approved by the Engineer. This Schedule shall be monitored and kept current and updated by the Contractor throughout the Work. All revisions shall be accompanied by a detailed explanation of the reasons for the changes. For the purpose of determining the Contractor's compliance with the Contract Progress, the Construction Programme shall govern; however, the Network Analysis Schedules shall govern for such other Contract purposes e.g., determination of extension of time, as the Engineer may determine.

02. The Contractor shall plan, prepare and draw the complete construction schedule on MS Project or Primavera software and submit to Engineer for approval in accordance with clause 14 of the condition of the Contract.

#### **SP-07 SUPPLY OF WATER AND POWER**

- A. The Contractor will make his own arrangements for temporary water and power connections from the relevant authorities and all water and electricity supply charges as well as its operation and maintenance costs shall be borne by the Contractor throughout the currency of the Contract.
- B. Any expense, loss or damage suffered by the Contractor as a result of interruption in supply of water and/or power shall be borne by the Contractor alone. The Contractor shall provide such stand-by arrangements for his own needs in the construction of the Works as he deems necessary.

#### **SP-08 OFFICE AND OTHER FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

##### **A. Testing of Material**

The Contract shall propose for the approval of the Engineer three well renowned laboratories for testing of material and other tests specified in the Specifications. All Expenses for carrying out tests as per requirement of the Engineer will be borne by the Contractor.

#### **SP-09 STANDARDS AND CODES**

- A. Where the Contract Documents provide requirements for material or equipment by specifying a standard or code such as one of British Standards Institution (BSI)/ American Society for Testing and Materials (ASTM)/ International Organization for Standardization (ISO), which has its origin in one country, it is not the intention to restrict the requirements solely to that standard and that country. Other standards, including standards of other countries, will be accepted provided the requirements thereof, in the sole opinion of the Engineer, are equal to the requirements of the standard specified. The Contractor may propose to the Engineer a standard other than that specified, in which case he shall submit an English translation of the proposed standard and all other information required by Clause SP-04, "Approval of Materials and Equipment", and shall submit written proof that his proposed standard is equivalent in all significant respects to the standard specified. Dates of specified standards are generally provided in the Specifications or indicated on the Drawings. Where dates are not shown or specified or indicated, standards will be those in effect thirty days prior to the opening of Tenders.

#### **SP-10 SITE ORDER BOOK**

- A. The Contractor shall provide a Site Order Book (of triplicate leaves), to the Engineer's Representative, for taking instructions of the Engineer and his Representative.

#### **SP-11 SIGNBOARD**

- A. The Contractor shall provide and install, at a suitable place, a Sign Board of design approved by the Engineer.

#### SP-12 SOURCES OF CONSTRUCTION MATERIALS

Sr. No.	Material	Source of Supply
1	Crush for Concrete (PCC / RCC)	Margalla, Sargodaha, or approved equivalent.
2	Sand for Concrete	Lawrencepur, Chenab or approved equivalent.
3	Ordinary Portland/Sulphate resisting cement	Mapple Leaf, Cherat, Askari, Lucky, Bestway or other approved equivalent
4	Steel	Fazal Steel, Islamabad, Ittefaq Steel Factories, Lahore, Prime steel, AFCO steel, or other approved equivalent factories.