

# Punjab Central Business District Development Authority



CONSTRUCTION OF CELESTA TOWER, NAWAZ SHARIF IT CITY  
(NSIT)

## BIDDING DOCUMENTS - VOLUME I

- Instructions to Bidders (ITB)
- Bidding Data Sheet
- Form of Bid and Appendices to Bid
- Form of Bid Security
- Form of Performance Security
- Form of Contract Agreement
- Form of Mobilization Advance Guarantee
- General Conditions of Contract, Part-I (GCC)
- Particular Conditions of Contract, Part-II (PCG)



**National Engineering Services Pakistan (Pvt.) Limited**  
Construction Management Division, NESPAK House,  
1-C, Block N, Model Town Extension, Lahore

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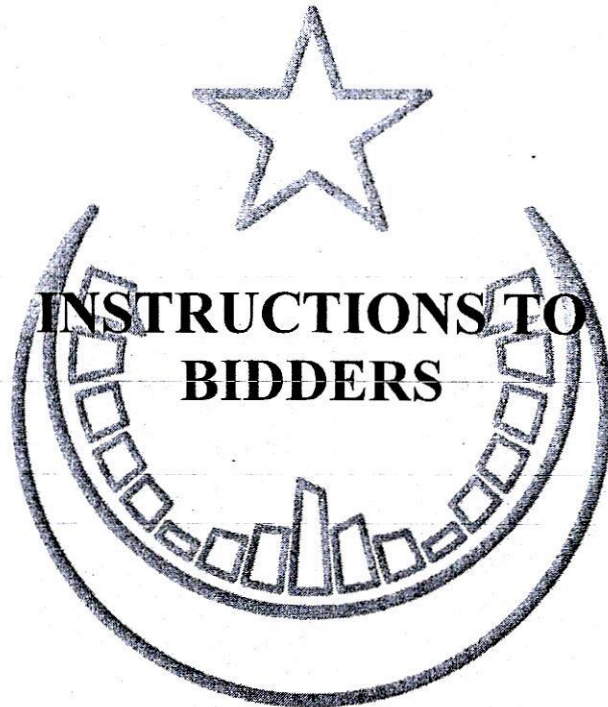






Punjab Central Business District  
Development Authority (PCBDDA)  
Bidding Documents  
Volume - I

Construction of Celestia Tower, Nawaz Sharif IT City  
(NSIT)  
Instructions to Bidders



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## INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### IB.1 Scope of Bid

- 1.1 Punjab Central Business District Development Authority (PCBDDA) (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.
- 1.3 Bids shall be invited on Single Stage Two Envelope Bidding Process.

#### IB.2 Source of Funds

- 2.1 Own Source

#### 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 Category C-A having specialization in codes: "CE-01, CE-09, CE-10, BC-01, BC-02, EE-02, EE-06, EE-07, EE-11 (General Electrical Works Only), ME-01, ME-02, ME-03"
  - b) Basic eligibility criteria:
    - Registration with Income Tax & Sales Tax Department (valid income tax & Sales Tax certificate is required);
    - Firm(s) should not have Litigation History in which Decision has been given against the firm(s);
    - The Firm(s) shall not be eligible to participate if debarred / blacklisted by any Government / Semi Government / Public Department;
  - c) Must meet qualification requirements given in Appendices M & N to Bid. Minimum 65% marks are necessary in each category and Minimum 70% overall marks are necessary qualification.

#### IB.4 One Bid per Bidder

- 4.1 Each Bidder shall submit only one Bid. A Bidder who participates in more than one Bid (other than alternatives pursuant to Clause IB.16) will be disqualified.







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

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

### **IB.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 Sheet.
  3. General Conditions of Contract, Part-I (GEC).
  4. Particular Conditions of Contract, Part-II (PCC).
  5. Specifications – Special Provisions.
  6. Specifications – Technical Provisions.
  7. Letters of Bid & Appendices to Bid.
  8. Bill of Quantities (Refer Vol II)
  9. Form of Bid Security.
  10. Form of Contract Agreement.
  11. Forms of Performance Security and Mobilization Advance Guarantee
  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 not later than three (03) 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 IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for submission of Bids in accordance with Clause IB.20

## **C. PREPARATION OF BIDS**

### **IB.10 Language of Bid**

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

### **IB.11 Documents Comprising Bid**

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







11.2 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 continue to meet the minimum criteria 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;
  - iv. Current litigation information; and
  - v. Availability of critical equipment and 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 program etc.
Appendix-M to Bid	Financial Competence and Access to Financial Resources
Appendix-N to Bid	Past Performance, Current Commitment, Equipment & Personnel Qualification and Experience

11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Bidding Forms in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements 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 IB 1.1 hereof, based on the unit rates and / or prices submitted by the Bidder.
- 12.2 The Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of Bids shall





be included in the rates and prices and the total Bid Price submitted by a Bidder.

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

- 12.4 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Appendix C to Bid and shall submit with the Bids such other supporting information as required under the said clause.

#### **IB.13 Currencies of Bid and Payment**

Prices shall be quoted by the Bidder entirely in Pak Rupees

#### **IB.14 Bid Validity**

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data Sheet 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 Sheet in Pak Rupees.
- 15.2 The Bid Security shall be in the form of a Original Bank Guarantee / Pay Order / Demand Draft / CDR issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor 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 IB 22.1;
  - (b) If the Bidder does not accept the correction of his Bid Price pursuant to IB 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;
    - (ii) Sign the Contract Agreement.

**IB.16 Alternate Proposals by Bidder**

Not Used

**IB.17 Pre-Bid Meeting**

- 17.1 The Employer may, on his own motion or at the request of any prospective Bidder(s), hold a Pre-Bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of Pre-Bid meeting, if convened, is as stipulated in the Bidding Data Sheet. All prospective Bidders or their authorized representatives shall be invited to attend such a Pre-Bid meeting.
- 17.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than two (02) days before the proposed Pre-Bid meeting.
- 17.3 Minutes of the Pre-Bid meeting, including the text of the questions raised and the replies given will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in IB 7.1 hereof, which may become necessary as a result of the Pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the Pre-Bid meeting.
- 17.4 Absence at the Pre-Bid meeting will not be a cause for disqualification of a Bidder.

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

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Letters of Price and Technical Bids 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 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB.11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - FINANCIAL BID" in





addition, the Bidder shall submit two (02) number of copies of the Bid as given in the Bidding Data Sheet and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail. The envelope containing the Financial Bid shall also be marked with a caution: "Not to be opened unless the Technical Bid is opened"

- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the Bid.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, 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 FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE**

##### **IB.19 Sealing and Marking of Bids**

- 19.1 Each Bidder shall submit his Bid as under:
- ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
  - The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / Identified as given in IB 19.2 hereof.
  - The Technical Bid shall comprise documents listed in IB 11.1 (A) & the Price Bid should comprise of documents listed in IB 11.1 (B) as listed in Bidding Data Sheet which shall be placed in separate envelopes in accordance with IB 11.1.
- 19.2 The inner and outer envelopes shall:
- Be addressed to the Employer at the address provided in the Bidding Data Sheet;
  - Bear the name and identification number of the contract; and
  - Provide a warning not to open before the time and date for Bid Opening, as specified in the Bidding Data Sheet.
- 19.3 In addition to the identification required in IB 19.2 hereof, the inner envelope shall







indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21

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

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

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

**IB.21 Late Bids**

- 21.1 (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 Bids 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 IB 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 FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE**

##### **IB. 23 Bid Opening**

- 23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders' designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 23.2 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.
- 23.3 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 IB 23.1. 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.
- 23.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;







- (b) whether there is a modification or substitution;
- (c) the presence of a Bid Security, if required; and
- (d) Any other details as the Employer may consider appropriate.

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

23.6 Preliminary Examination of Technical Bids

- (a) The Employer shall first examine qualification and experience Data as per appendices M and N submitted by the Bidder. The Technical Bid examination of those Bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendices M and N. Only substantially responsive Bidders meeting qualification criteria shall be considered for further evaluation.
- (b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.

23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical Bid as required under these Bidding documents.

23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. 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 for the opening of Price Bids.

23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being non-responsive to the requirements of the Bidding Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.

23.10 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publicly 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 be requested to sign a register evidencing their attendance.

23.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- (a) The name of the Bidder;
- (b) Whether there is a modification or substitution;
- (c) The Bid Prices, including any discounts and alternative offers; and
- (d) Any other details as the Employer may consider appropriate.

Only Price Bids and discounts, read out and recorded during the opening of Price Bids



shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

- 23.12 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Employer.

#### **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 ten (10) 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.
- 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

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

- 26.1 Prior to the detailed Evaluation of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive Bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one, (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights







or the Bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. Only substantially responsive Bid shall be considered for further evaluation.

- 26.3 If a Bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

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

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

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the 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 Letter of Price 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 IB.15.6 (b) hereof.

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

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB.25.

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

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

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

- 28.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's





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

## F. AWARD OF CONTRACT

### IB.29 Award

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

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

Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject all Bids, 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







- 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 Sheet and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or 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 03 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 Bidders 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 law 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 Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the Bidder non-responsive.



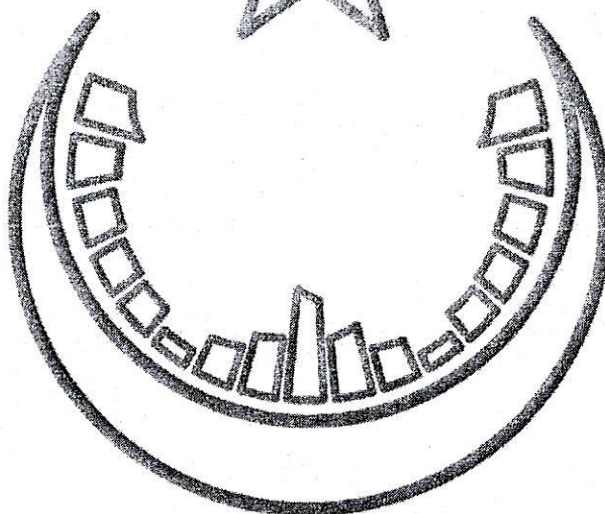


### **IB.36 Instructions not Part of Contract**

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.

### **IB.37 Procurement and Provision of Project Specific Shuttering / Scaffolding**

As a binding condition of the Contract, the successful bidder shall procure and provide project-specific shuttering and scaffolding, for at least three (03) floors, within sixty (60) days of the Award of Contract. This shuttering and scaffolding must comply with all safety and quality standards as outlined in the project specifications and in accordance with design and drawings. Non-compliance with this condition will result in penalties and / or potential contract termination. Bidders must acknowledge and accept this condition as part of their Bid submission.



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## Bidding Data Sheet

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.

### 1.1 Scope of Bid:

Brief scope of work under this contract shall be:

- Basement Nos. 04
- Tower (G+19)
- Mumty of Tower

### 8.1 Time limit for clarification:

At least three (03) days before the deadline for submission.

### 10.1 Bid language:

The language of the Bidding Documents is English.

### 11.1 (A) The Bidder shall submit with its Technical Bid the following documents:

- (a) Letter of Technical Bid
- (b) Bid Security (IB.15)
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5)
- (d) Pending litigation information
- (e) Special Stipulations (Appendix -A)
- (f) Proposed Construction Schedule (Appendix -E)
- (g) Method of Performing the Work (as filled by Bidder) (Appendix -F)
- (h) List of Major Equipment - Related Items (as filled by Bidder) (Appendix -G)
- (i) Construction Camp and Housing Facilities (as filled by Bidder) (Appendix -H)
- (j) List of Sub-contractors (not used) (Appendix -I)
- (k) Organization Chart for Supervisory Staffs filled by Bidder (Appendix -K)
- (l) Integrity Pact (Appendix -L)
- (m) Financial Competence and Access to financial Resources (Appendix -M)
- (n) Past Performance, Current Commitment, Equipment & Personnel Qualification and Experience (Appendix -N)
- (o) Specifications - Special Provisions (Volume - III)
- (p) Specifications - Technical Provisions (Volume - III)
- (q) Drawings (Volume - IV)





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

- (a) Letter of Price Bid
- (b) Foreign Currency Requirements (Appendix - B)  
(Not used)
- (c) Price Adjustment under Clause 70 (Appendix -C)
- (d) Priced Bill of Quantities (Appendix -D)  
(Refer Vol-II of Bidding Documents)
- (e) Estimated Progress Payments (Appendix -J)

**13 Currency of Bid**

*Bidders to Quote Entirely in Pak. Rupees*

**14.1 Period of Bid Validity:**

*The Bids shall remain valid for 90 days after the date of opening of Bid.*

**15.1 Amount of Bid Security:**

*The amount of Bid Security shall be PKR: 150,000,000/-.*

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

*Pre- Bid Meeting shall be held on June 04, 2024, at 12:00 PM in the Conference Room of PCBDDA Office.*

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

*The Bidder shall prepare and submit "ONE ORIGINAL" and "TWO COPIES"*

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

*The Bids shall be submitted to the Office of the Employer at Punjab Central Business District Development Authority (PCBDDA), CBD Complex (Old Walton Airport), near Naval Base, Lt. (Navy) Yasir Shaheed Road, Lahore.*

**19.2 (b) Name and Number of the Contact:**

*Director (Procurement), PCBDDA.  
Tel: 042-99058100, Email: procurement@cbdpunjab.gov.pk*

**20.1 (a) Deadline for submission of bids:**

*The Bids must be submitted by 20:00 hours on June 11, 2024 by 01:00 PM.*

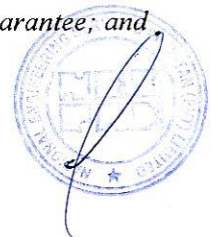
**23.1 Venue, time, and date of Bid opening:**

*The Bids will be opened at the Employer's Office at 02:00 pm on June 11, 2024 in the presence of the bidders' representatives who choose to attend.*

**32.1 Performance Security**

*The successful Bidder shall furnish to the Employer a Performance Security amounting to ten (10) percent of the Contract Price stated in the Letter of Acceptance, in the form of:*

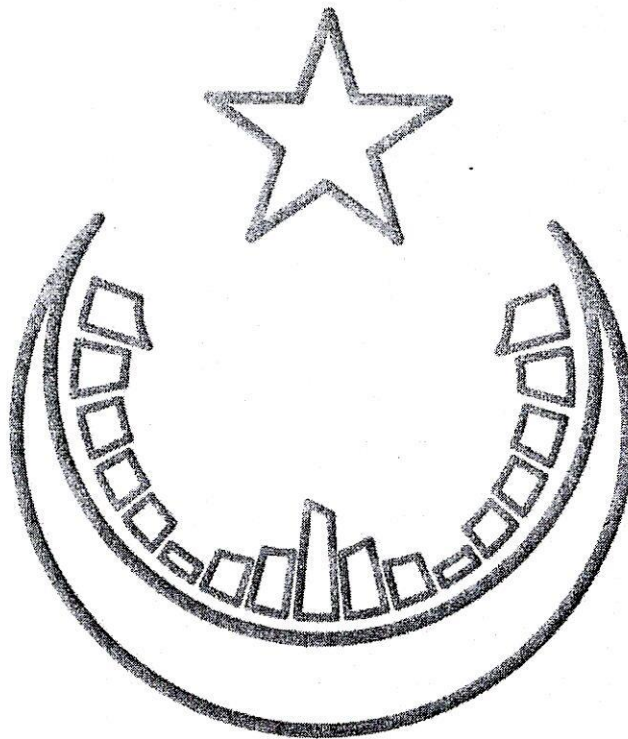
- i. Five (05%) percent of the Contract Amount in the form of Bank Guarantee; and







- ii. *Five (05%) percent of the Contract Amount from an Insurance company having AAA rating from PACRA/JCR.*



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FB-1

FORM OF TECHNICAL BID

LTB-1

Letter of Technical Bid

Date: .....

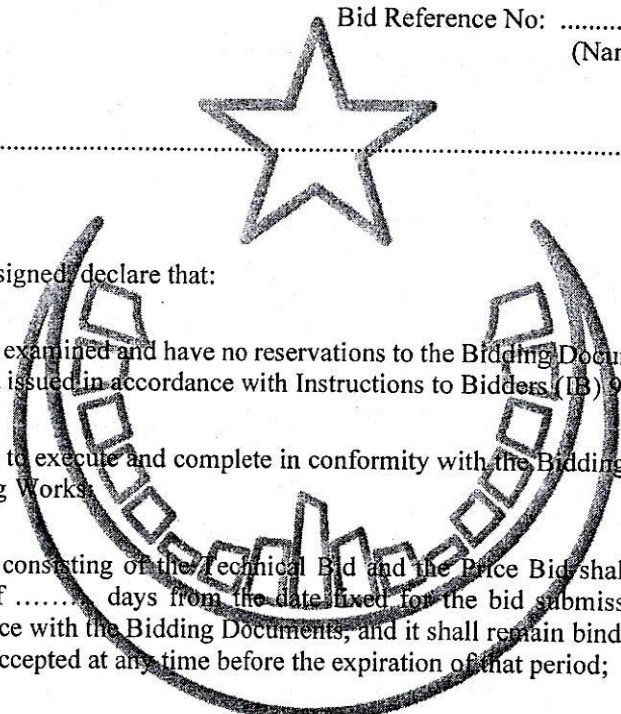
Bid Reference No: .....

(Name of Contract/Works)

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works;
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of ..... days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid Security in the amount specified in Bidding Data Sheet, which is valid (at least 8 days before the validity of bid itself).
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).



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**LTB-2**

- (f) We agree to permit 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. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name .....

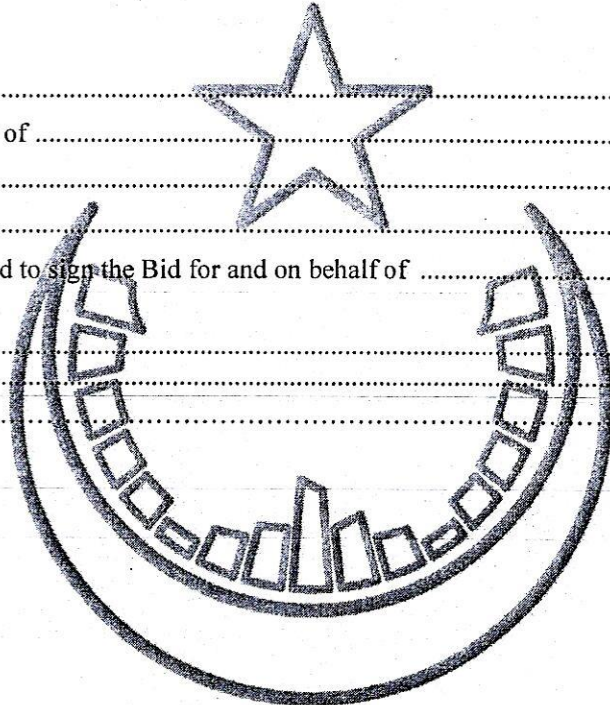
In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

Address .....



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LPB-1

## Letter of Price Bid

Date: .....

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

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
- (c) The discounts offered and the methodology for their application are:
- (d) Our Bid shall be valid for a period of ..... days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;







**LPB-2**

- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit 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. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.1.1 of the Bidding Data Sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name .....

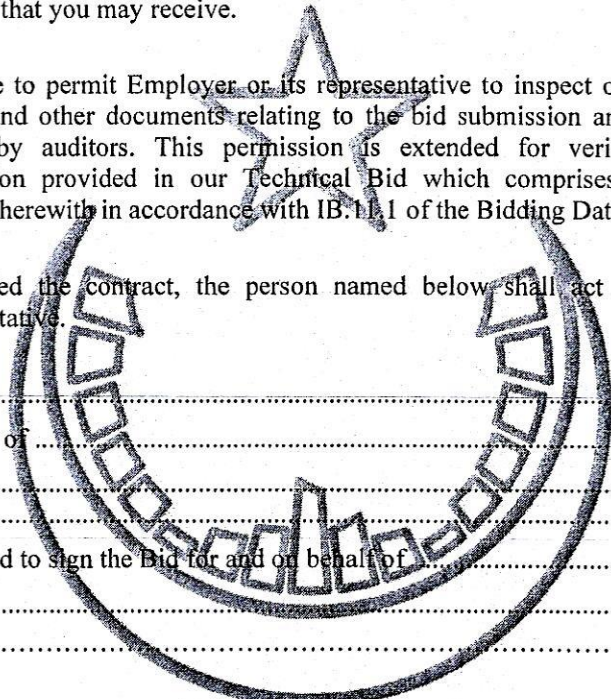
In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

Address .....



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**SPECIAL STIPULATIONS**  
**Clause**  
**Conditions of Contract**

1.	Engineer's Authority to issue Variation	2.1	2% of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
3.	Time for Furnishing Programme	14.1	Within 14 calendar days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	23.2	Rs. 2.0 million per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.	Within 03 calendar days from the date of receipt of Engineer's Notice to Commence.
6.	Time for Completion	43.1 48.2	420 calendar days from the Commencement Date.
7.	Amount and Limit of Liquidated Damages	47.1	0.05 % of Contract Price stated in the Letter of Acceptance 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.
8.	Defects Liability Period	49.1	365 calendar days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	10% of the amount of Interim Payment Certificate.
10.	Limit of Retention Money	60.2	5% of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. 200 million.
12.	Time of Payment from delivery of Interim Payment Certificate by the Engineer to the Employer	60.0	28 calendar days.
13.	Mobilization Advance (Interest Free)	60.11	10% of Contract Price stated in the Letter of Acceptance to be paid in two installments as per Sub Clause 60.11 of PCC.







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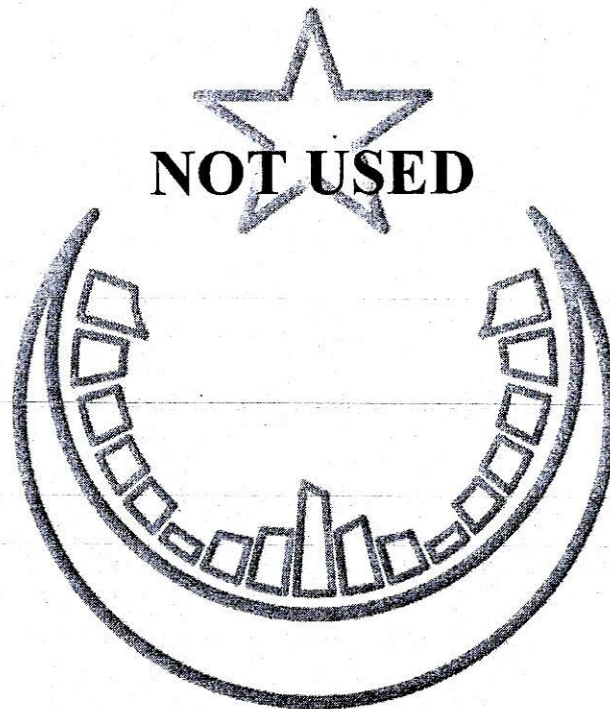
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Appendices to Bid

**BB - 1**  
**Appendix - B to Bid**

### FOREIGN CURRENCY REQUIREMENTS



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BC - 1  
Appendix - C to Bid

PRICE ADJUSTMENT UNDER CLAUSE 70  
OF CONDITIONS OF CONTRACT

The source of indices for items described in PCC Sub-Clause 70.1 shall be as follows:

Cost Element	Description	Coefficients	Weightages (%)	Applicable Index
1	2	3	4	5
(i)	Fixed Portion	a	25	
(ii)	Labor	b	11	Market Rates of "Materials, labours and machinery" for price variation notified monthly by Finance Department, Govt. of the Punjab for city of Lahore
(iii)	Cement	c	16	Market Rates of "Materials, labours and machinery" for price variation notified monthly by Finance Department, Govt. of the Punjab for city of Lahore
(vi)	Reinforcing steel and Structural steel	d	34	Market Rates of "Materials, labours and machinery" for price variation notified monthly by Finance Department, Govt. of the Punjab for city of Lahore
(v)	Bricks	e	4	Market Rates of "Materials, labours and machinery" for price variation notified monthly by Finance Department, Govt. of the Punjab for city of Lahore
(iv)	High Speed Diesel (HSD)	f	10	The source of prices of HSD shall be Pakistan State Oil (PSO).
	Total		100	

Notes:

- 1) Indices for "(ii)" to "(v)" shall be taken from "Finance Department published by Government of Punjab" for the city of Lahore.

The base date price (or base date index) of any element shall be the price of the element for the month on the day falling 28 days prior to the latest day for submission of bids.

The current date price (or current date index) of any element shall be the price of the element for the month falling on the 28 days prior to the last day of the period to which the particular Payment Certificate relates.







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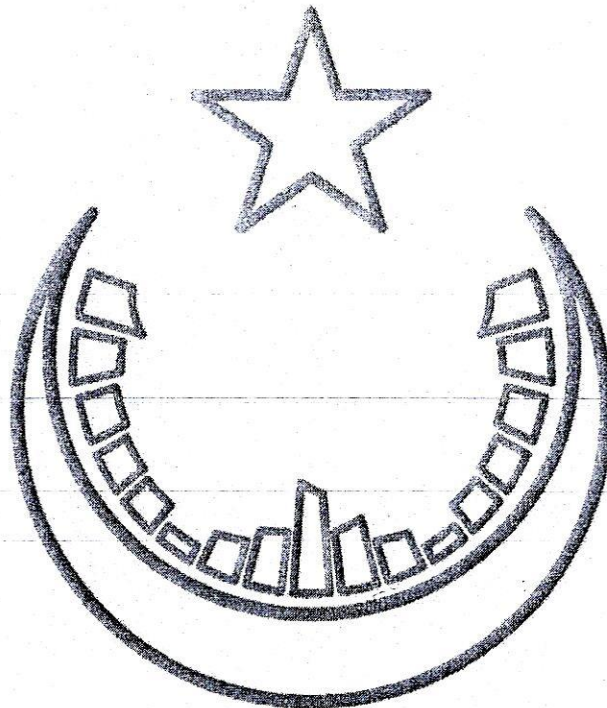
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BD - 1

Appendix - D to Bid

**BILL OF QUANTITIES**

PLEASE REFER VOLUME - II, BILL OF QUANTITIES



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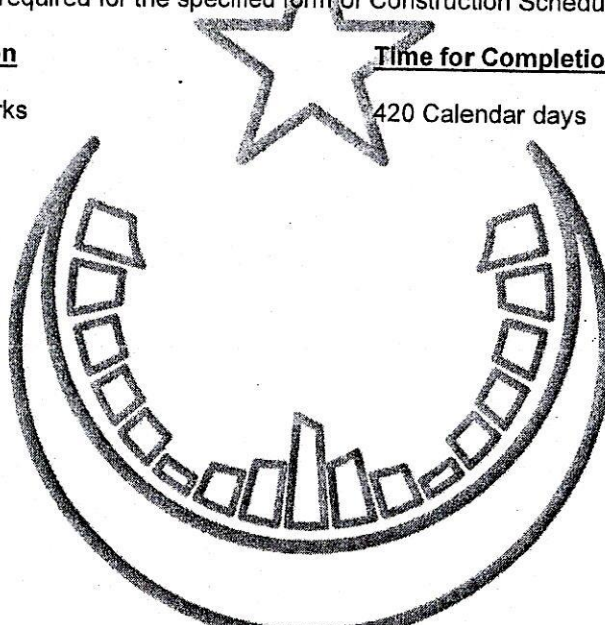
BE - 1

Appendix - E to Bid

**PROPOSED CONSTRUCTION SCHEDULE**

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule on the computerized programme Primavera P6 showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence. (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
Whole Works	420 Calendar days



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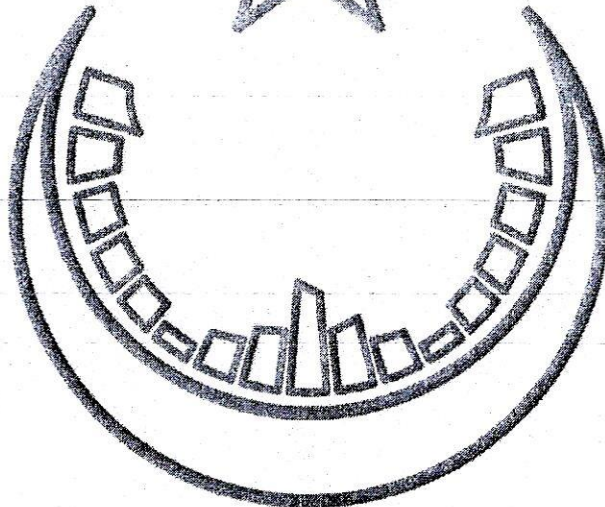
BF - 1

Appendix - F to Bid

### METHOD OF PERFORMING THE WORK

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

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



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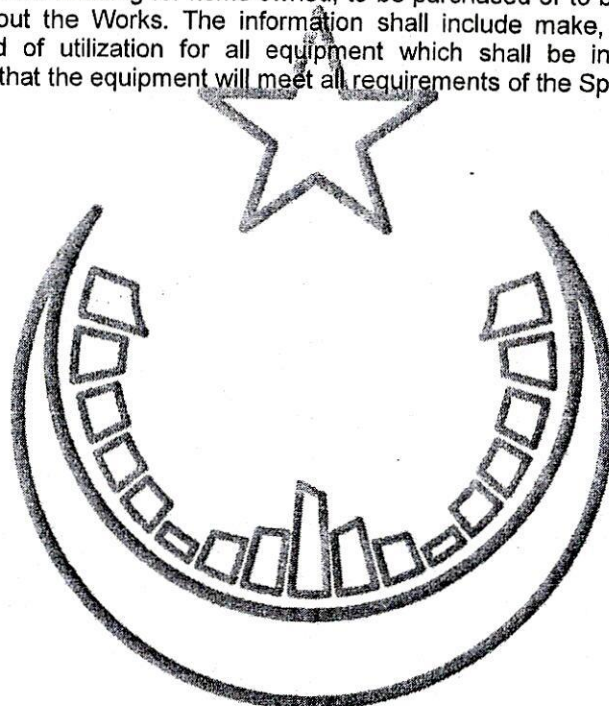
Appendices to Bid

**BG - 1**

**Appendix - G to Bid**

### 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.]



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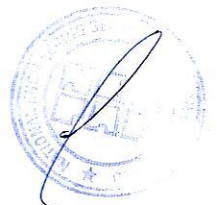




**LIST OF MAJOR EQUIPMENT – RELATED ITEMS**

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

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### CONSTRUCTION CAMPS AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract read in conjunction with Clauses SP-16 & SP-17 of Special Provisions shall provide description of his construction camp's facilities and staff housing requirements.

In addition to the facilities provided under above Contract Clauses, 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 proposed layout).
  - c) Housing and Staff Facilities (Plan for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Repairs (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

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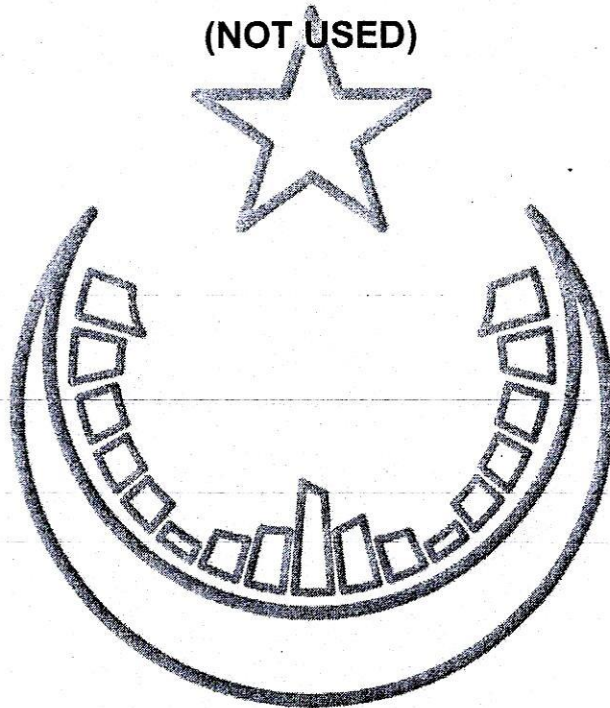
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BI-1

Appendix – I to Bid

**LIST OF SUB-CONTRACTORS**

(NOT USED)



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BJ-1

Appendix – J to Bid

**ESTIMATED PROGRESS PAYMENTS**

Quarter/ Year/ Period	Amounts (Million Rs.)
1	2
1 <sup>st</sup> Quarter	
2 <sup>nd</sup> Quarter	
3 <sup>rd</sup> Quarter	
4 <sup>th</sup> Quarter	
Bid Price	

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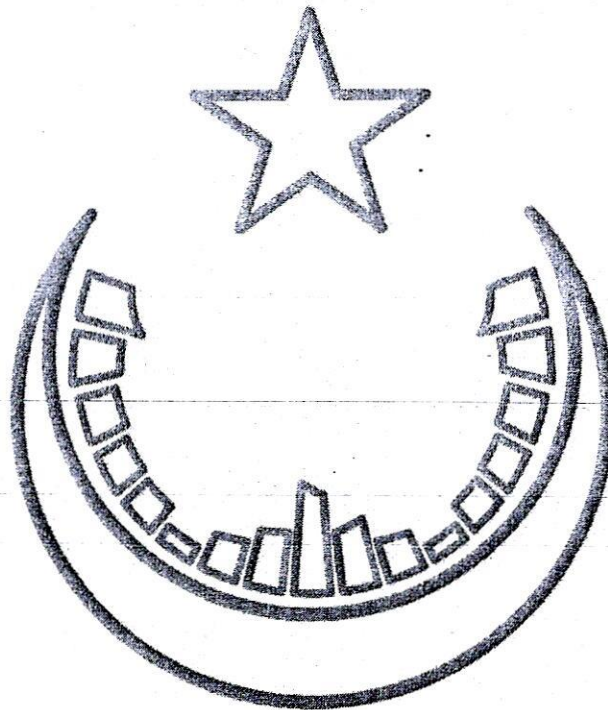


Appendices to Bid

BK - 1

Appendix - K to Bid

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



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BL – 1

Appendix – L to Bid

**(INTEGRITY PACT)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

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

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

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

Name of Buyer: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]







**BM – 1**  
**Appendix – M to Bid**

**FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES**

**1. SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES**

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
i)	<p><b>Available Bank Credit Line Limit</b></p> <p>a. 08 Marks if the available bank credit line limit is equal to Rs. 1,800 Million.</p> <p>b. For limit less than Rs. 1,800 Million, no marks will be given</p> <p>c. For the limit more than Rs. 1,800 Million but less than Rs. 3,000 Million use following weight age <math>8 + (A/3,000) \times 7</math></p> <p>A= Available Bank Credit Line Limit in Million Rs.</p> <p>d. Full Marks are given in case of credit line limit is Rs. 3,000 Million or more.</p>	15	No marks if bank credit line (valid Facility Offer Letter) is not attached
ii)	<p><b>Average Working Capital</b></p> <p>a. 6 Marks if the average working capital in last three years is equal to Rs. 1,800 Million.</p> <p>b. For capital less than Rs.1,800 Million, no marks will be given</p> <p>c. For the capital more than Rs. 1,800 Million but less than Rs. 3,000 Million use following weight age <math>6 + (A/3,000) \times 4</math></p> <p>A= Average working capital in last three years in Million Rs.</p> <p>d. Full Marks are given in case working capital is Rs. 3,000 Million or more.</p>	10	No marks if Annual Audit Report of last three years duly certified by Chartered Accountant is not attached.
iii)	<p><b>BID CAPACITY</b></p> <p>[5 x Avg. working capital + Project specific lines of credit – 40% of current contract commitments/projects – Rs. 3,000 Million]</p>	10	<p><b>NOTE:</b> Cost of works in hand / current commitments should be attached and clearly mentioned</p> <p>(Letter of acceptance of all works in hand must be submitted )</p>
	<b>Sub-Total of Financial Position</b>	<b>35</b>	

**2. AVERAGE ANNUAL TURNOVER**

Bidders to list their certified annual turnover (audited statements for last three years).

**The Audited Statements must not be older than last 05 years.**

**Note:** Minimum 65% marks are necessary in each category and Minimum 70% overall marks are necessary for prequalification requirement / criteria given in Appendices – M & N to Bid should be met.





**BN - 1**

**Appendix - N to Bid**

**PAST PERFORMANCE, CURRENT COMMITMENT, EQUIPMENT & PERSONNEL  
QUALIFICATION AND EXPERIENCE**

**1. PAST PERFORMANCE AND CURRENT COMMITMENTS**

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
i)	<p><b>Projects of similar nature and complexity with cost of at least 1,500 Million completed over last 10 years:</b> (6.5 marks for each Project upto 2 Projects) (3.5 marks for each additional Project until max marks of 20 marks achieved)</p> <p>• (No marks for less than 2 projects)</p>	20	No marks if Completion Certificate / Taking Over Certificate / Substantial Completion Certificate issued by the Client is not attached.
ii)	<p><b>Projects of similar nature and complexity with cost of at least 3,000 Million in hand:</b> (5 marks for each Project upto 2 Projects) (2.5 marks for each additional Project until max marks of 15 marks achieved)</p> <p>• (No marks for less than 2 projects)</p>	15	No marks if Acceptance letter/Award letter issued by the Client is not attached
	<b>Sub-Total of Working Experience</b>	<b>35</b>	

**Note:** Minimum 65% marks are necessary in each category and Minimum 70% overall marks are necessary for pre-qualification requirement. Criteria given in Appendices - M & N to Bid should be met.

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**BN - 2**

**Appendix - N to Bid**

**2. EQUIPMENT**

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
1.	Computerized Concrete Batching Plant 30 CuM/Hr capacity (02 Nos.)	2.5	No marks if the manufacturing certificate / Purchase certificate / Leased / Rented / ownership proof is not attached.  Proportionate marking if equipment is less than the minimum required number.  Capacity of the equipment / Plant should be clearly mentioned.
2.	Transit Mixer 6CuM capacity (10 Nos.)	1	
3.	Concrete Truck Placing Boom (02 Nos.)	1.5	
4.	Mechanical/ Hydraulic Crane at least 20 Ton (04 Nos.)	1.5	
5.	Static Pump (02 Nos.)	1	
6.	Dumpers (06 Nos.)	1	
7.	Loader (02 Nos.)	1	
8.	Total Station for Surveying (02 Nos.)	0.5	
9.	Diesel Generator 15 - 20 kVA (06 Nos.)	1.5	
10.	Excavator (06 Nos.)	1	
11.	Pile Boring Rig Machine (02 Nos.)	1	
12.	Tower Crane (02 Nos.)	1	
13.	Tractor Trolley (06 Nos.)	0.5	
	<b>Sub-Total of Tools &amp; Plants</b>	<b>15</b>	

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**BN - 3**

**Appendix - N to Bid**

**3. PERSONNEL QUALIFICATION AND EXPERIENCE**

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
i)	<b>Graduate Engineers</b>		
a	• 01 Nos. Project Manager (Professional Civil Engineer) registered with PEC each having at least 20 years of overall experience & minimum 15 years relevant experience. (03 marks)	03	To be verified through attached PEC verification / CV's / Affidavits / Employment Certificate etc.
b	• 02 Nos. of Professional Civil Engineers registered with PEC each having at least 15 years of overall experience & minimum 10 years relevant experience. (02 marks for each)	04	To be verified through attached PEC verification / CV's / Affidavits / Employment Certificate etc.
c	• 03 Nos. of Registered Civil Engineers registered with PEC with at least 05-years of experience. (0.5 mark for each)	1.5	To be verified through attached PEC verification / CV's / Affidavits / Employment Certificate etc.
d	• 01 Nos. of Registered Electrical / MEP Engineer registered with PEC with at least 05-years of experience. (0.5 mark for each)	0.5	To be verified through attached PEC verification / CV's / Affidavits / Employment Certificate etc.
ii)	<b>DAE Associate Engineers</b>		
a	• Associate Engineers (DAE) with at least 10 years' experience. • 08 No. Civil (0.5 mark for each) • 02 No. Electrical (0.5 mark for each)	5	To be verified through attached CV's / Affidavits / Employment Certificate etc.
b	• 04 Nos. of Surveyors (At least 1 Year diploma/certificate) with at least 5 years of experience (0.5 marks for each)		To be verified through attached CV's / Affidavits / Employment Certificate etc.
	<b>Sub-Total of Personnel Capabilities</b>	<b>15</b>	

**Note:**

No marks if required documents are not attached.

Minimum 65% marks are necessary in each category and Minimum 70% overall marks are necessary for prequalification requirement / criteria given in Appendices - M & N to Bid should be met.







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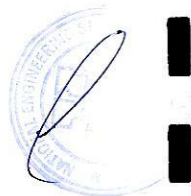
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BS-1

**BID SECURITY  
(Bank Guarantee)**

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

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

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

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

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

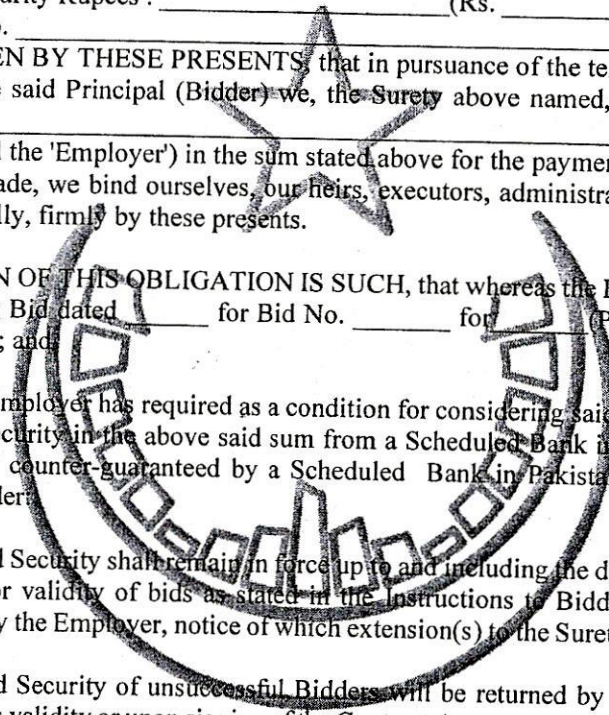
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto \_\_\_\_\_ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to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

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

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

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

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



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**BS-2**

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

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

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

WITNESS:

1. \_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

SURETY (Bank)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate Guarantor (Seal)

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**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 received, this obligation to be void; otherwise to remain in full force and virtue till the date certified in Taking-Over Certificate issued in accordance Clause - 48, Taking-Over Certificate of Conditions of Contract and thereafter half of it i.e. (five) 05% of Contract Price, shall remain valid till the time 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.







PS-2

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.

Witness:

1. \_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_

Name, Title & Address

\_\_\_\_\_  
Guarantor (Bank)

Signature

Name

Title

\_\_\_\_\_  
Corporate Guarantor (Seal)

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## FORM OF CONTRACT AGREEMENT

CA-1

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;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid comprising Letter of Technical Bid and Letter of Price Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Particular Conditions of Contract – Part II;
  - (f) The General Conditions – Part I;
  - (g) The completed Appendices to Bid (B, C, E, to N);
  - (h) The Drawings;
  - (i) The Specifications;
  - (j) \_\_\_\_\_ (any other);
  - (k) The Bill of Quantities (Appendix-D to Bid).
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 as per provisions of the Contract in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.







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

Signature of the Contactor

Signature of Employer

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of

Witness:

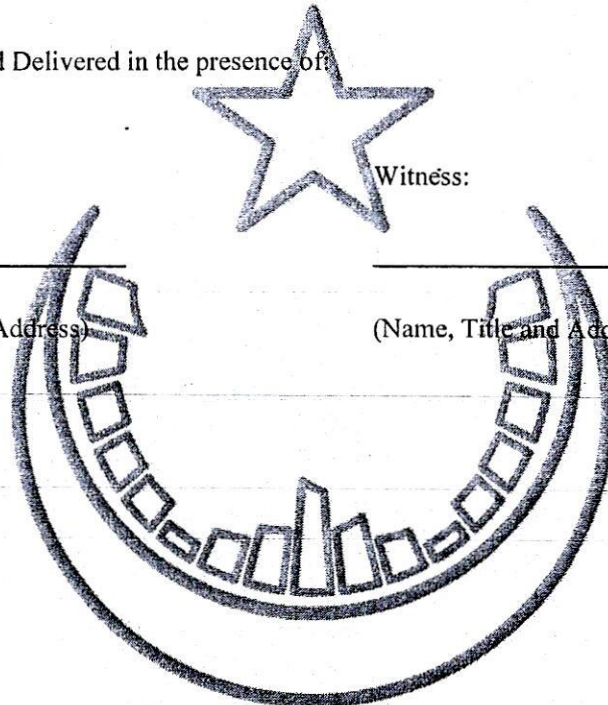
Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)



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MG-1

**MOBILIZATION ADVANCE GUARANTEE/BOND**

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

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

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

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

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

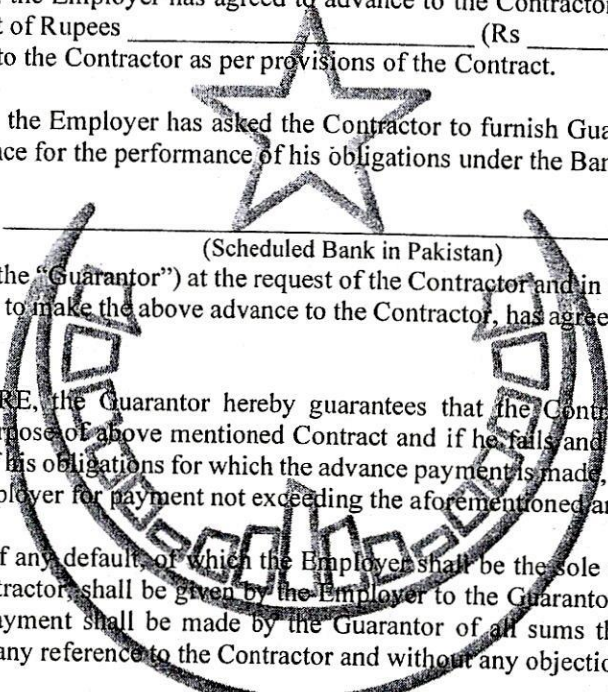
NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment 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 \_\_\_\_\_ (Date) whichever is earlier.

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

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



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MG-2

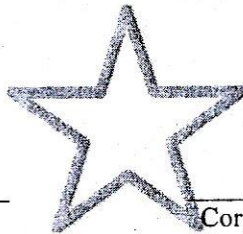
GUARANTOR

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

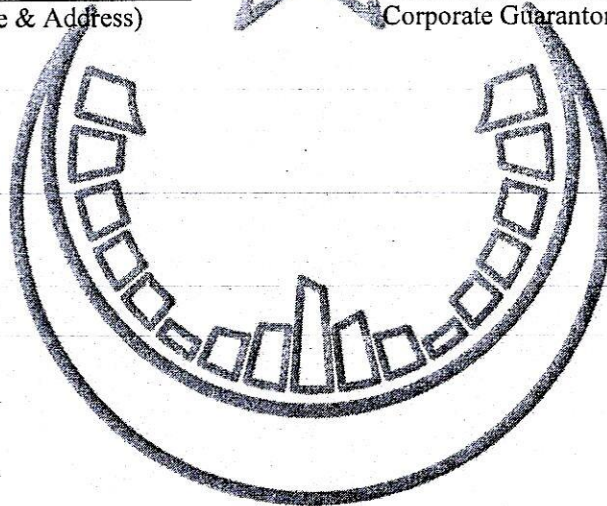
WITNESS

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

2. \_\_\_\_\_  
 \_\_\_\_\_  
 (Name Title & Address)



\_\_\_\_\_   
 Corporate Guarantor(Seal)



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IB-1

### INDEMNITY BOND FOR SECURED ADVANCE AGAINST MATERIAL BROUGHT AT SITE

(ON RS.40 NONJUDICIAL STAMP PAPER)

This Deed of Indemnity is issued by M/s. \_\_\_\_\_ in favour of M/s. \_\_\_\_\_

Whereas \_\_\_\_\_ has paid the Secured Advance against the cost of material through any Bank or like agency by any other method by virtue of the terms of the contract existing between the parties. The details of the material and their price for which secured advance is being sought for the period \_\_\_\_\_ till consumption of the material is as under :-

- |          |              |           |             |
|----------|--------------|-----------|-------------|
| 1. _____ | at Rs. _____ | per _____ | = Rs. _____ |
| 2. _____ | at Rs. _____ | per _____ | = Rs. _____ |
| 3. _____ | at Rs. _____ | per _____ | = Rs. _____ |
| 4. _____ | at Rs. _____ | per _____ | = Rs. _____ |

THEREFORE THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

I/We \_\_\_\_\_ do hereby indemnify M/s. \_\_\_\_\_ for all losses due to thefts, arson, pilferage, loss due to flood and inundation, shortage, deterioration and depreciation etc through any act of Man or God or slump in the Market of any or all the materials financed or paid by the Employer on our request for financing payment against material. I/We \_\_\_\_\_ shall indemnify \_\_\_\_\_ against any or all claims, action damages arising out of or resulting to the said material.

I/We \_\_\_\_\_ further declare that we will faithfully abide by the above declaration and solemnly affirm that we will not remove, sell, pilferage any of the materials against which M/s \_\_\_\_\_ has paid us such a secured advance and will not pledge the same with any Bank, Finance Corporation, Firm, Company, Individual or the like agency or create any charge whereon in any from what so ever.

I/We \_\_\_\_\_ do hereby also declare that in the event of my/our infringement of the declaration made above \_\_\_\_\_ will be entitled to forfeit all such material and also proceed against me/us according to the relevant clause pertaining to breach of contract and further to have the power of seek any remedies secured of \_\_\_\_\_ under the contract Agreement signed with us or otherwise available under law.

Place \_\_\_\_\_

Dated \_\_\_\_\_

Contractor \_\_\_\_\_







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General Conditions of Contract



**GENERAL CONDITIONS OF CONTRACT - PART I**

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General Conditions of Contract

# CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

## (PART-I) GENERAL CONDITIONS

FIDIC

4<sup>th</sup> Edition 1987

Reprinted 1988 with Editorial Amendments

Reprinted 1992 with Further Amendments

*(To be procured by the Contractor)*

**CBD**  
**PUNJAB**

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

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland







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Particulars Conditions of Contract



**PARTICULAR CONDITIONS OF CONTRACT - PART II**

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## PART II - PARTICULAR CONDITIONS OF CONTRACT

### 1.1 Definitions

- (a) (i) The Employer is, Punjab Central Business District Development Authority (PCBDDA), CBD Complex (Old Walton Airport), near Naval Base, Lt. (Navy) Yasir Shaheed Road, Lahore, represented by:

Chief Executive Officer, PCBDDA  
CBD Complex (Old Walton Airport), near Naval Base, Lt. (Navy) Yasir  
Shaheed Road, Lahore.

- (a) (iv) The Engineer is a competent person appointed by the Managing Director, NESPAK to act as the Engineer on behalf of National Engineering Services Pakistan (Pvt.) Limited, NESPAK House, 1-C, Block N – Model town Extension, Lahore or any other person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineer is to formulate his clarifications / recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

- (a) (vi) "Bidder or Tenderer" means any firm 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".

The following paragraph is added:

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

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

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

### 2.1 Engineer's Duties and Authority

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

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

- (i) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".







- (ii) Any action under Clause 10 "Performance Security" and Clauses 21, 23, 24 & 25 "Insurance" of sorts.
- (iii) Any action under Clause 40 "Suspension".
- (iv) Any action under Clause 44 "Extension of Time for Completion".
- (v) Any action under Clause 47 "Liquidated Damages for Delay".
- (vi) Issuance of "Taking Over Certificate" under Clause 48.
- (vii) Issuing a Variation Order under Clause 51, except:
  - a) in an emergency\* situation, as stated here below, or
  - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (viii) Fixing rates or prices under Clause 52.
- (ix) Extra payment as a result of Contractor's claims under Clause 53.
- (x) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".
- (xi) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.
- (xii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

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

## 2.2 Engineer's Representative

The following paragraph is added:

The Engineer's Representative (ER) shall be Resident Engineer, NESPAK or any other competent person appointed by the Engineer.

The following Sub-Clause 2.7 is 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.

## 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;
- 2) The Letter of Acceptance;
- 3) The completed Form of Bid comprising Letter of Technical Bid and Letter of Price Bid;
- 4) Special Stipulations (Appendix-A to Bid);
- 5) The Particular Conditions of Contract – Part II;
- 6) The General Conditions – Part I;
- 7) The Bill of Quantities – Appendix – D to Bid;
- 8) The completed Appendices to Bid (B, C, E to N).
- 9) The Drawings;
- 10) Specifications – Special Provisions;
- 11) Specifications – Technical Provisions.

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

The following Sub-Clauses 6.6 and 6.7 are added.

### 6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 6 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

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

### 6.7 As-Built Drawings

Within 14 days of issue of TOC under the Contract for whole of works, the Contractor shall furnish to the Engineer 6 copies and one reproducible 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.







### 9.1 Contract Agreement

The text is deleted and substituted with the following:

The Contractor shall within 14 days of the date of furnishing acceptable Performance Security, execute a Contract Agreement, to be prepared and completed, in accordance with the form annexed to the Conditions of Contract.

### 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 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of:

- i. Five (05) percent of the Contract Amount in the form of (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan; and
- ii. Five (05) percent of the Contract Amount from an Insurance company having AAA rating from PACRA/JCR.

Performance Security for the full amount of 10% shall remain valid till the date certified in the Taking Over Certificate (TOC) and half of it i.e., 5% provided in the form of bank guarantee shall be released upon issuance of TOC. Thereafter, the Performance Security for the amount of 5% arranged bank guarantee shall remain valid till the issuance of Defect Liability Certificate (DLC).

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

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 or Completion of the Works which are granted or agreed upon under the provisions of the Contract.

### 14.1 Programme to be Submitted

- a) The Contractor shall submit to the Engineer detailed program for the following, within Fourteen (14) calendar days from the date of receipt of Letter of Acceptance:
  - i. Base line schedule with resource and cost loaded in Primavera P6 (.xer file format)
  - ii. Execution of Works;
  - iii. Resource Employment;
  - iv. Local Material Procurement;
  - v. Material Imports, if any;
  - vi. Equipment Deployment Plan; and





- vii. Other details as required by the Engineer
- b) Pursuant to Sub Clause 60.11 hereof, besides other obligations, no mobilization advance will be paid until unless Contractor will submit Programme of the Works in accordance with PCC Sub Clause 14.1.
- c) The Submitted Construction Schedule shall be:
  - i. Developed and presented on Project Management Software Primavera Project Planner P6 or later.
  - ii. Developed on the basis of Work Breakdown Structure provided or approved by The Engineer/Employer.
  - iii. Detailed up to level 4 or as required by The Engineer/Employer.
  - iv. Appropriate quantity of direct resources (material, labour, equipment) 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 overallocated.
  - v. BOQ amount should be loaded to each construction activity. Earned Value Management Reporting to be ensured accordingly.
  - vi. Identifying the critical path activities, showing all works including temporary works, the relation between early and late starting dates for each activity until completion, which will be the same as the specified Project end date.
- d) Program should be submitted (both hard and soft copy) strictly following the guidelines and format specified in this section.

The following is added at the end of 14.2

#### 14.2 Revised Programme

If at any time, it should appear to the Employer and/or The Engineer that the actual Progress of the works does not conform to the program of the Works to which approval has been given under Sub Clause 14.1, the Contractor shall produce, at the request of Employer or /the Engineer a revised Program of works showing the modifications to such program necessary to ensure completion of the Works within the Time of completion. The Contractor shall produce any such revised program of works to the Employer and/or the Engineer within seven 7 days of being requested to do so by the Employer and/or the Engineer. The revised programme or works thus produced shall subject to review and approval of the Engineer. The Contractor shall on a monthly basis annotate a copy of his current program of works to indicate progress achieved during the month and provide a copy thereof to the Employer and/or the Engineer within seven 7 days of the end of the month to which the annotated program of works refers.

In the event of delays, the Contractor shall describe the action to be taken by him to overcome the adverse conditions and to maintain the planned construction Program. If in the opinion of the Employer and or/ the Engineer the Contractor falls behind the progress program, the Contractor shall take steps as necessary to improve the progress and shall submit for review and approval of the Employer and/ or the Engineer revised programs to demonstrate that the Milestones will be achieved all without additional cost to the Employer and without affecting the Employer's right to recover all cost in accordance with the Contract.







### 14.3 Cash Flow Estimate to be Submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

### 14.5 Detailed Programme and Monthly Progress Report

a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed program for the following:

- (1). Execution of Works;
- (2). Labour Employment;
- (3). Local Material Procurement;
- (4). Equipment Detail to be used;
- (5). Material imports, if any; and
- (6). Other details as required by the Engineer.

b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 7 copies each of Monthly Progress Reports covering:

- (1). Executive Summary
- (2). Contract Startup Activities
- (3). Risk Management
- (4). Programme Monitoring
- (5). Performance Security / Guarantees & Insurances Details
- (6). Change Management
- (7). Financial Management
- (8). Environmental Management Health & Safety
- (9). Completion of Works and Contract Closure
- (10). Photographs to illustrate Progress
- (11). Drone Video Progress Documentary
- (12). Time Lapse & Real Time Web Based Progress Centre

c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, delivery of materials, quantity, location and

d) Drone Video Progress Documentary

The Contractor shall document the entire project development from various position and capture a complete video documentary on monthly basis with high resolution drone cameras. Properly comprehensive progress video as required by The Engineer/Employer.

Drone video Progress Documentary must be submitted on Monthly Basis as per satisfaction of The Engineer/Employer along with Monthly Progress Report on 8th Day of Each Month.





e) Time Lapse & Realtime Web Based Progress Centre

The Contractor shall document the entire project development and project assets from various static angles by placing several Time Laps high resolutions cameras and setup an un-interrupted web-based progress centre.

The following Sub-Clauses 15.2 and 15.3 are added:

**15.2 Language Ability of Contractor's Representative**

The Contractor's authorized representative shall be fluent in the English language. Alternatively, 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.

The following Sub-Clauses 16.3 and 16.4 are added:

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

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff 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 staff and labour from sources within Pakistan preferably from the project area and its vicinity.

The following Sub-Clauses 19.3 and 19.4 are added:

**19.3 Safety Precautions**

The Contractor shall:

- Prevent all road accidents that might arise as a consequence of its activities;
- Adhere to the following Principles of Environmental Management Guidelines;
- Minimize gaseous emissions, liquid effluents and discharge of solid waste that is known to have a negative impact on the environment;
- Within fourteen (14) days of the commencement date the Contractor shall submit his (Project Health and Safety Plan) to the Engineer review, He should nominate the key person in his organization who will be responsible for administrating the plan;
- 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;

- All employees shall be physically qualified for performing the duties to which they are assigned, Operators of equipment and vehicles shall be qualified (licensed) they shall be able to read and understand the signs, signals and operating instructions in use;
- Contractor shall protect all people involved with or potentially affected by its operation from the adverse consequences of fire or explosions and shall safeguard all Engineer's assets to a level commensurate with their critically;
- Contractor must also provide adequate protective clothing and equipment PPE's to prevent, so far reasonably practicable risk of accidents or adverse effect on safety and health;
- Contractor is required to ensure that, so far as is reasonably practicable, the workplace, machinery, equipment and process under control are safe and without a risk to health;
- Prior to start of work, Contractor must provide measures to deal with emergencies and accidents, including adequate first aid arrangements, in the ratio of one (01) unit each twenty-five(25) persons or less, also and emergency vehicle, doctor and equipped clinic in case of exceeding 500 workers or providing private personnel health card for each worker at close clinic to the project as per prevailing Pakistan Labour Law;
- Contractor shall recognize the responsibility to protect the environment in order that the future well-being of society is safeguarded and make every effort to minimize the impact of its operations on the environment and people;
- Contractor's liability insurance should satisfy requirements to carry appropriate insurance so that a worker who is harmed is assured of receiving compensation. Other cost that be incurred relate to
  - Damage to properties, goods and equipment
  - Accident investigations
  - Possible fines and associated legal fees
- Qualified and experienced safety officers and the number of officers and safety staff that comply to international safety practices as applicable, one officer for each 150 workers shall be deployed at the site;
- The Contractor and his supervisors/foremen are responsible for administration of comprehensive Project HSE plan. The Project HSE Plan shall embody prevention of accidental injury, occupational illness and property damage. The Contractor shall provide and maintain a safe hazard free workplace for their employees, for fellow workers and general public. The Project HSE plan shall ensure the involvement and active participation of all project employees by requiring safety training, which shall promote recognition of unsafe acts, unsafe conditions and potential and actual hazards, and the immediate corrective action to be taken. All the employees shall be constantly aware of their responsibilities to work in a safe manner;
- The Contractor shall identify the hazards involved in the Project during the Contract execution and shall implement the necessary controls to eliminate or mitigate these hazards.
- Expeditious response in case of injury, fire, security and natural disaster etc. to be ensured;







- Water sprinkling within the Project boundary to be ensured on as required basis;
- Adequate number of manpower to be deployed depending upon the weight and extent of the material/equipment to be lifted;
- Fall protection above 1.8 m (6 ft.) to be provided with guard / handrails, full body harness and safety nets;
- Guard rails and toe boards above 20 m (65 ft.) required to cordon off the Project site to be provided;
- Scaffolding and ladder not to be used without approval from safety staff;
- Angle of repose to be calculated and implemented where the depth of excavation exceeds 1.2 m;
- Drilling bore holes and pits to be covered and barricaded;
- Noise exceeding 85 dBA to be avoided for daily exposure and 140 dBA for peak exposure, Ear plugs and earmuffs to be ensured for peak exposure;
- 3-wire type extension cords to be used for electrical works and worn electrical cables to be discarded;
- Waste disposal at Government approved locations to be done on daily basis.

Notwithstanding the provisions contained under this Sub-Clause, any additional cost with regard to HSE as incurred by the Contractor with the consent of the Engineer duly approved by the Employer, shall be payable to the Contractor.

#### 19.4 Lighting Work at Night

In the event of work being carried out at night upon instructions of the Engineer and approved by the Employer, the Contractor shall provide and maintain such good and sufficient light as will enable the Works 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. The running cost as incurred by the Contractor with the consent of the Engineer, shall be paid by the Employer.

Nevertheless, in case the lighting arrangement at the Site is made due to the reasons attributable to the Contractor, all costs including running costs in connection with lighting arrangement shall be to the account of the Contractor.

#### 20.4 Employer's Risks

The text of the Sub-Clause 20.4 is deleted and substituted with the following:

The Employer's Risks are:

(Insofar as they relate to Pakistan) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;

- (Insofar as they relate to Pakistan) rebellion, revolution, insurrection, military or usurped power or civil war;
- ionizing radiation or contamination by radioactivity from any nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- pressure waves caused by aircraft travelling at sonic or supersonic speed;
- (Insofar as they relate to Pakistan) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors.







- (e) use or occupation of the Work or any part thereof by the Employer;
- (f) Fault, error, defect or omission in the design of any part of the Works by the Engineer, Employer or those for whom the Employer is responsible for which the Contractor has disclaimed responsibility in writing within a reasonable time after the receipt of such design;
- (g) The use or occupation of the Site by the Works or any part thereof, or for the purposes of the Contract: or interference, whether temporary or permanent with any right of way, light, air or water or with any easement, wayleaves or right of a similar nature which is the inevitable result of the construction of the Works in accordance with the Contract;
- (h) The right of the Employer to construct the Works or any part thereof on, over, under, in or through any land; and
- (i) The act, neglect or omission or breach of contract or of statutory duty of the Engineer, the Employer or other contractors engaged by the Employer or of their respective employees or agents."

#### 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) to (e).

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 AAA rating from PACRA/JCR.

Costs of premium against procuring insurance under Sub-Clause 21.1 [paragraphs (a) and (b)], Sub-Clause 23.1 and Sub-Clause 23.3 shall be reimbursed by the Employer as per actual on production of original invoices or vouchers. All other cost of procuring insurances under the Contract shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

#### 31.3 Co-operation with other Contractors

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

The following Sub-Clauses 34.2 to 34.12 are added:

#### 34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less







favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

### 34.3 Employment of Persons in the Service of Others

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

### 34.4 Housing for Labour

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

### 34.5 Health and Safety

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

### 34.6 Epidemics

In the event of any outbreak of illness of an epidemic / pandemic 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 Drug

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

### 34.9 Arms and Ammunition

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.







#### 34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

#### 34.11 Disorderly Conduct

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

#### 34.12 Compliance by Subcontractors

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

The following Sub-Clauses 35.2 and 35.3 are added:

#### 35.2 Records of Safety and Health

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

#### 35.3 Reporting of Accidents

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

#### 36.3 Costs of Tests

The following new paragraph is added at the end:

Notwithstanding the above, material testing laboratory shall be established at the Site. The cost in respect of establishing, maintaining site laboratory and conducting tests at the site or any other laboratory as required by the Engineer, shall be borne by the Contractor, and shall be deemed to be included in the bid price.

The following Sub-Clause 36.6 is added:

#### 36.6 Use of Pakistani Materials and Services

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

#### 41.1 Commencement of Works

The text of Sub-Clause 41.1 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.

Within three (03) days after signing of Contract, the Contractor shall establish fully functioning Site offices separately for himself and the Engineer with telephone, facsimile and e-mail facilities and a postal address for receipt of correspondence and shall mobilise to the Site the Contractor's Representative.

**47.3 Bonus for Early Completion of Works**

This Sub-Clause is deleted in its entirety.

**48.2 Taking Over of Sections or Parts**

For the purposes of Para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations" if applicable.

**51.2 Instructions for Variations**

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

**52.1 Valuation of Variations**

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

**52.2 Power of Engineer to Fix Rates**

The following paragraphs are added at the end.  
Provided further that no change in the rate or price for any item contained in the Contract shall be considered unless the actual quantity of work executed under such item exceeds or falls short of the quantity set out in the Bill of Quantities by more than 25 percent.

If altered, additional or substituted work includes any item of work, for which no rate is specified in the priced Bill of Quantities (BOQ) of this Contract, then the rate of that particular item shall be taken or derived from the Market Rates System (MRS) (input rates), Government of the Punjab at the time of bidding. If the rate of such item is either not available in MRS or not available in MRS input rates, then that rate shall be probed by the Engineer on the basis of market rates.

**53.4 Failure to Comply**

The text of sub clause (53.4) is deleted and replaced with the following:

"If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, he shall not be entitled to any compensation thereof."







#### 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.

#### 60.1 Monthly Statements

In the first line after the word "shall", the following is added:

"on the basis of the joint measurement of work done under Clause 56.1,"

At the end of the Clause add the following text:

"The Contractor's monthly statements shall be duly supported with documentary evidence by the Contractor showing date and the works executed upto the end of the month in question along with an explanation of the works shown, in narrative.

Costs of such Satellite Imageries shall be borne by the Contractor."

#### 60.2 Monthly Payments

The following new paragraph is added at the end:

Provided further that no amount under Monthly Statement shall be certified by the Engineer until and unless all insurance policies under Clauses 21, 22, 23 and 24 hereof have been furnished by the Contractor to the satisfaction of the Engineer, and programme of Works submitted in accordance with the Sub - Clause 14.1 of COC has been approved by the Engineer.

#### 60.10 Time for Payment

The text is deleted and substituted with the following:

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

The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

The following Sub-Clause 60.11 is added:

#### 60.11 Financial Assistance to Contractor (Mobilization Advance)

Financial assistance shall be made available to the Contractor by the Employer as follows:





- (a) Within twenty eight (28) calendar days of the Commencement Date, upon the written request of the Contractor duly processed by the Engineer, the Employer shall sanction an interest free Mobilization Advance equal to ten percent (10%) of the Contract Price stated in the Letter of Acceptance against submission of unconditional Mobilization Advance Bank Guarantee in accordance with the prescribed format provided herein.

Initially a sum equal to five percent (05%) shall be paid to the Contractor subject to the fulfilment of the following:

- i. Submission of acceptable Performance Security under Sub-Clause 10.1;
  - ii. Signing of Contract Agreement between Parties;
  - iii. Submission of Programme of Works under Sub-Clause 14.1;
  - iv. Submission of Bank Guarantee equal to the full amount of Mobilization Advance issued by a scheduled bank in Pakistan, acceptable to the Employer.
- (b) A further sum equal to five percent (05%) of the Contract Price shall be paid to the Contractor upon the certification of the Engineer to the effect that Contractor's mobilization is complete in the following aspects and he is ready to commence the works:

- i. Approval of Programme of Works under Clause 14.1.
- ii. Provision of machinery and equipment at the Site, as instructed by the Engineer.
- iii. Submission of a statement indicating status / plan / commitment for mobilization / hiring / purchase of remaining machinery.
- iv. Completion of facilities to be provided to the Engineer or the Engineer's Representative as per Contract Document.
- v. Submission of all guarantees as required by the Contract.
- vi. Establishment of Employer's, Engineer's and Contractor's site office.
- vii. Deployment of Contractor's technical as well as managerial staff as per requirement of site.
- viii. Proper taking over of the site.
- ix. Installation of project boards at all ends.
- x. Completion of safety arrangements for the traffic and public in general.
- xi. The Mobilization Advance shall not be subject to retention;

- (c) Provision of Bank Guarantee for Advance Payment will be at the cost of the Contractor and the Employer shall not pay any amount whatsoever in connection with arranging security against Mobilization Advance. The Contractor shall, however, be entitled to reduce the amount of the security progressively following the deduction of each installment from the Interim Payment Certificates as provided for under Sub-clause d(i) of this Clause, provided always that such security shall not at any time be less than the amount of the Mobilization Advance remaining to be recovered by the Employer;

- (d) The Bank Guarantee for Advance Payment shall remain effective until the Mobilization Advance has been recovered in full through deductions from interim Certificates as follows:

- i. Interim recovery through amortization at 10% of each invoice until the full





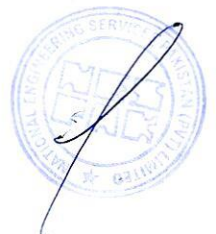


Advance Payment has been recovered;

- ii. Recovery will be completed one (01) month before the date of Completion of the Works under Sub-Clause 43.1;
  - iii. Initially the percentage stated in (d)i. above of the amount of each Interim Certificate will be recovered. A different percentage may be specified by the Engineer at any time if such is necessary in order to accomplish complete recovery within the period as stated above.
- (e) Upon the issue of a Taking-Over Certificate for the whole Works or upon the occurrence of any of the events specified in Sub-Clause 63.1 or upon termination under Clause 65, 66 or 69, the whole of the balance of the Mobilization Advance then outstanding shall immediately become due and payable by the Contractor to the Employer".

#### 60.12 Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Employer, Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the Specifications for the Permanent Works
  - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor.
  - (iii) The Contractor's records of the supplies, orders, receipts and use of materials are kept in a proper format and such records shall be available for inspection by the Engineer;
  - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore.
  - (v) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer and
  - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.
- (b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis.
- (a) No secured advance under this clause shall be admissible except in respect of the following items:
- (i) Steel
  - (ii) Asbestos Cement Pipes
  - (iii) P.V.C Pipes





- (iv) R.C.C/P.C.C Pipes
- (v) Bricks
  - a. Tiles
  - b. Bricks
  - c. Gutka
- (vi) Stone Aggregate

### 63.1 Default of Contractor

In sub clause (63.1), the following paragraph (f) is added after paragraph (e):

"(f) has been involved in Corrupt, Fraudulent, Collusive or Coercive Practices.

For the purposes of this Sub-Clause:

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract.
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
- (iii) "Collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to influence the action of any party in procurement process or the execution of a contract"
- (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract."

The following Para is added at the end of the Sub-Clause:

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

### 65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the ones defined under Sub clause 20.4 sub paragraphs (a) to (e).

### 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 at Lahore, Pakistan.

**68.1 Notice to Contractor**

The following paragraph is added at the end:

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's Representative and Engineer**

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

**a) The Employer's Representative is**

Executive Director (Technical), PCBDDA  
CBD Complex (Old Walton Airport), near Naval Base, Lt (Navy) Yasir Shaheed  
Road, Lahore

**b) The Engineer is**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**70.1 Increase or Decrease of Cost**

Sub-Clause 70.1 is deleted in its entirety, and substituted with the following:

The amounts payable to the Contractor, pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause.

**(a) Changes in Cost**

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs..

**b) Admissible items**

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula:-

$$P_n = \{a + b*(L_n/L_o) + c*(C_n/C_o) + d*(S_n/S_o) + e*(M_n/M_o) + f*(D_n/D_o) - 1\}$$





Where:

$P_n$  is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 60.1 (a), and with Paragraphs 60.1 (b) and (e), where any variations and daywork are not otherwise subject to adjustment;

$a$  is a constant, specified in Appendix-C to Bid, representing the nonadjustable portion in contractual payments;

$b$ ,  $c$ ,  $d$ ,  $e$  and  $f$  are weightages or coefficients representing the estimated proportion of each cost element (unskilled labour, cement, reinforcing and structural steel, bitumen & high speed diesel) in the Works or Sections thereof, net of Provisional Sums and Prime Cost; the sum of  $a$ ,  $b_1$ ,  $b_2$ ,  $c$ ,  $d$ ,  $e$  and  $f$  shall be one;

$L_n$ ,  $C_n$ ,  $S_n$ ,  $M_n$  &  $D_n$  are the current cost indices or reference prices of the cost elements for month "n", determined pursuant to Sub-Clause 70.1(c), applicable to each cost element; and

$L_o$ ,  $C_o$ ,  $S_o$ ,  $M_o$  &  $D_o$  are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 70.1(d).

**c) Sources of Indices**

The sources of indices shall be those listed in Appendix-C to Bid, as approved by the Engineer. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightages and Source of Indices if different than those given in Appendix-C to Bid, which shall be subject to approval by the Engineer.

**d) Base, Current, and Provisional Indices**

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

**e) Adjustment After Completion**

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 43, adjustment of prices 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 adjustments made after the expiry of such extension of time.

**f) Weightages**

The weightages for each of the factors of cost given in Appendix-C to Bid shall







be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work executed or instructed under Clause 51. Such adjustment(s) shall have to be agreed in the variation order.

The following Sub-Clauses 73.1, 73.2, 73.3, 74.1, 75.1, 76.1, 77.1, 78.1, 79.1 and 80.1 are added:

#### 73.1 Payment of Income Tax

The Contractor and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

#### 73.2 Customs Duty & Taxes

The bid prices by the Contractor shall be deemed to include, all taxes duties and other charges imposed inside and outside Pakistan or the production, manufacture sale and transport of the Contractors equipment, plants, materials & supplies to be used on or furnished under the Contract and or the services performed under the Contract.

#### 73.3 Advance Income Tax

All payments (gross) as payable to the contractor/subcontractor will be subject to Withholding Tax/ Advance Tax at prescribed rate, at the time of payment. The deduction of advance income tax from the gross payable bill amounts shall be made in accordance with prevalent income tax laws of the Government of Pakistan. These deductions shall be deposited in the Government Treasury by the Employer to the account of the contractor within prescribed period.

The Employer shall within 28 days of making any such deduction provide to the contractor a certificate of tax deduction and deposit into the Government Treasury.

#### 74.1 Integrity Pact

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

- (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;
- (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 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.

#### 77.2 Photographs

No photographs of the site or the works or any part thereof shall be taken, published or circulated without the prior written permission of the Employer and no such permission shall exempt the Contractor from complying with the laws and regulations regarding taking and publishing photographs.

#### 77.3 Publicity

The Contractor shall not give any information concerning the works for publication in the press or media of any kind without the prior written approval of the Employer.

#### 78.1 Declaration

The condoning by the Employer of any breach of the Contract by the Contractor shall in no way prejudice or affect or be construed as a waiver of the Employer's rights, powers, and remedies under the Contract in respect of any other breach.

#### 79.1 No Personal Liability on Public Officers

In making any act or exercising any power or authority in pursuance of the Contract, the Employer, the Engineer and the Engineer's Representative (and their employees) shall not in any way be personally bound by or liable for the acts or obligations of the Employer or the Engineer or the Engineer's representative (As the case may be), or be answerable for any default or omission in the observance or performance of any of the acts, matters or things contained therein.





### 80.1 Procurement and Provision of Project Specific Shuttering / Scaffolding

The successful bidder shall procure and provide project-specific shuttering and scaffolding at no additional cost, for at least three floors, within sixty (60) days of the Award of Contract (**The successful bidder shall provide an undertaking on Stamp Paper for Procurement and Provision of said Shuttering / Scaffolding**). This shuttering and scaffolding must comply with all safety and quality standards as outlined in the project specifications and in accordance with design and drawings. Non-compliance with this condition will result in penalties and / or potential contract termination. Bidders must acknowledge and accept this condition as part of their Bid submission.

### 80.2 Failure to comply in "Procurement and Provision of Project Specific Shuttering / Scaffolding"

Failure to procure and provide the required shuttering and scaffolding within the specified timeframe will result in the following consequences:

- i. The Engineer may impose a penalty of Rs. 500,000/- per day of delay beyond the sixty (60) days.
- ii. Possible termination of the Contract if the delay extends beyond ninety (90) days, at the discretion of the Employer.
- iii. The Employer reserves the right to procure the required shuttering and scaffolding at the Contractor's expense, with all associated costs deducted from the Contractor's payments.
- iv. Withholding of payments due to the Contractor until the requirement is fulfilled.

**CBD**  
**PUNJAB**

