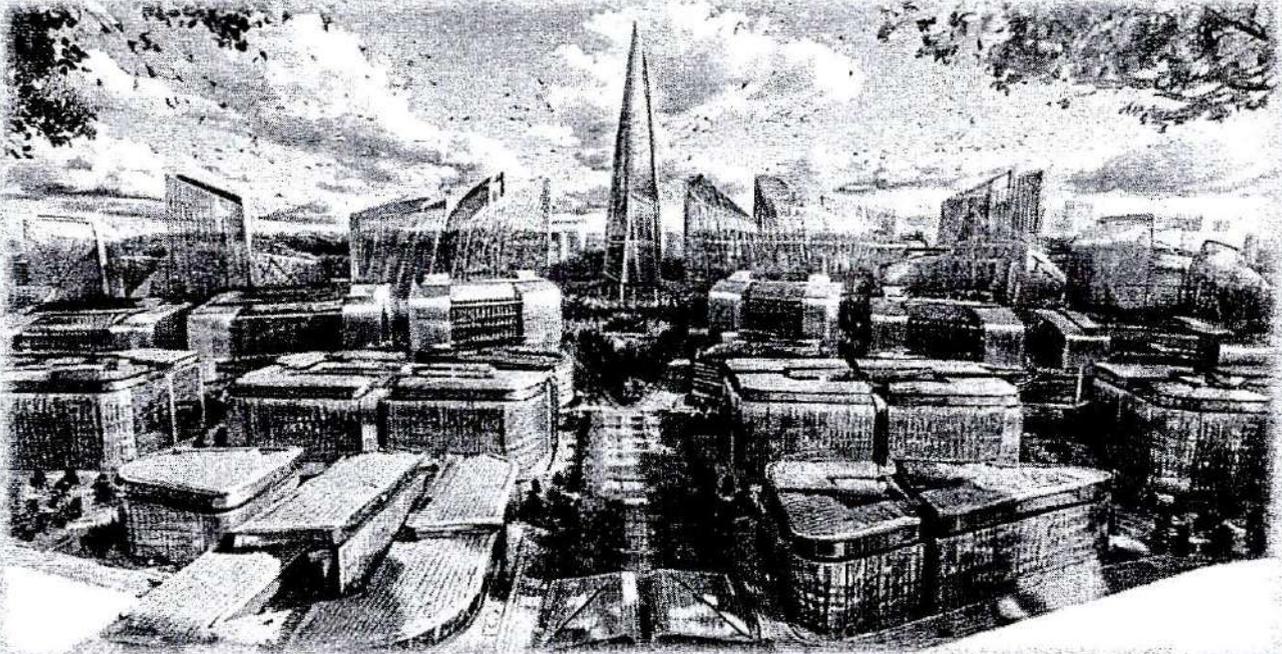




Punjab Central Business District Development Authority



INFRASTRUCTURE DEVELOPMENT FOR SILICON VALLEY

(PHASE-I) NSIT CITY

October - 2024

BIDDING DOCUMENTS - VOLUME I

- Instructions to Bidders (ITB)
- Bidding Data
- Evaluation Criteria and Qualification Updating Forms
- Form of Bid and Schedules to Bid
- Form of Bid Security
- Form of Performance Security
- Form of Contract Agreement
- Form of Mobilization Advance Guarantee
- Form of Indemnity Bond
- General Conditions of Contract
- Particular Conditions
 - Part A - Contract Data
 - Part B - Special Provisions



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



Clearance Code	4768/13/BD/1024	Doc. No.	4768 - 01	Rev No.	00
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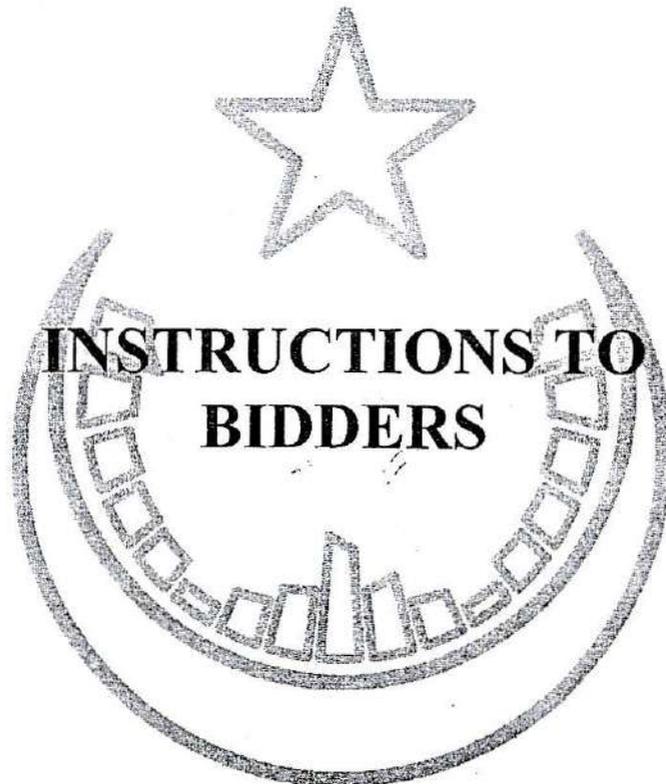
CBD
PUNJAB





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

Infrastructure Development of Silicon Valley (Phase-I)
NSIT City
Instructions to Bidders



CBD
PUNJAB





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 **Bidding Data**.
- 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) Bids are invited according to PCBDDA Section 41 of Procurement Regulations 2024;
 - b) Duly licensed by the Pakistan Engineering Council (PEC) in Category C-A having specialization in codes: "CE-01, CE-02, CE-09, CE-10, EE-06, EE-11 (General Electrical Works Only)";
 - c) 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;
 - d) Bidder (Single Entity/JV/Consortium of two or more members) must meet qualification requirements given in Schedules K & L to Bid. Minimum 65% marks are necessary in each category and Minimum 70% overall marks are necessary for qualification. If firm / company or organization formed as JV or Consortium of two or more members, as specified in **Bidding Data**, wishes to Bid, the lead member must secure minimum 50% marks in each category of Schedule-K and Schedule-L to Bid.

Note: The Bidder (Single Entity /JV/Consortium of two or more members), as specified





in Bidding Data. wishes to Bid must fulfil all the specialized codes collectively as mentioned in sub-para 3.1(b) and must fulfil sub-para 3.1(c) & 3.1(d) individually, by each member of JV/Consortium of two or more members .

IB.4 Eligible Materials, Equipment and Services

- 4.1 All materials, equipment and services to be supplied under this Contract shall have their origin in eligible countries described under paragraph 4.4 hereunder.
- 4.2 For purpose of this Clause, "origin" means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3 The origin of Goods and Services is distinct from the nationality of the Bidder.
- 4.4 Eligible countries to participate in this bidding process are those which have been notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL); information can be accessed through following link:
<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

IB.5 One Bid per Bidder

- 5.1 Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture. A Bidder who participates in more than one Bid (other than alternatives pursuant to Clause IB.17) will be disqualified.

IB.6 Site Visit

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





B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

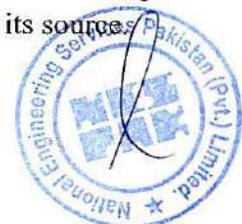
7.1 The Bidding Documents, in addition to invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders;
2. Bidding Data;
3. Evaluation Criteria and Qualification Updating Forms;
4. General Conditions of Contract, Part-I (GCC);
5. Particular Conditions of Contract, Part-II (PCC);
 - Part A- Contract Data;
 - Part B – Special Provisions;
6. Specifications;
 - Part A – Specific Provisions;
 - Part B – Technical Provisions;
7. Letter of Technical Bid and Price Bid;
8. Schedule of Bids;
9. Standard Forms;
 - a. Form of Bid Security;
 - b. Letter of Acceptance;
 - c. Form of Contract Agreement;
 - d. Form of Performance Security;
 - e. DAAB Agreement;
 - f. Form of Mobilization Advance Guarantee;
 - g. Bill of Quantities (Schedule – B to Bid);
10. Drawings;
11. Environmental Management Plan.

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 & Pre-Bid Meeting

- 8.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than the period specified in the **Bidding Data**, prior to the deadline for submission of bids.
- 8.2 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.





- 8.3 The Employer may 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, are as stipulated in the **Bidding Data**. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 8.4 The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than three (03) days before the proposed pre-bid meeting.
- 8.5 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub- Clause 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.
- 8.6 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

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 Cost of Bidding

- 10.1 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.11 Language of Bid

- 11.1 The Bid and all correspondence and documents related to the Bid exchanged by a Bidder and the Employer shall be in the Bid language stipulated in the **Bidding Data** and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by duly certified 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.12 Documents Comprising the Bid

12.1 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** under the heading of Sub – Clause IB 12.1(A) & 12.1(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** 12.1(A) & 12.1(B).

12.2 Each Bidder shall:

- (a) submit duly filled in, signed and stamped Letter of Technical & Price Bids and completed Schedules to Bid as required, including Bill of Quantities, in accordance with Clause IB.18 hereof;
- (b) submit Bid Security in accordance with Clause IB.16 hereof;
- (c) submit alternative proposal, if permissible in accordance with Clause IB.17;
- (d) submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature;
- (e) submit the Qualification Updating Forms duly filled in, signed and stamped along with requisite attachments, to establish that the Bidder continues to meet the Eligibility and Qualification Criteria set out in Sub-clause IB 12.3(f) and as provided in the Section "Evaluation Criteria and Qualification Updating Forms";
- (f) furnish a technical proposal taking into account the various Schedules to Bid, specially the following:

Schedule-C to Bid	Proposed Construction Schedule
Schedule-D to Bid	Method of Performing the Work
Schedule-E to Bid	List of Major Equipment
Schedule-F to Bid	Organization Chart for Supervisory Staff and other pertinent information such as mobilization program etc.
Schedule-K to Bid	Financial Competence and Access to Financial Resources
Schedule-L to Bid	Past Performance, Current Commitment, Equipment & Personnel Qualification and Experience





- 12.3 Bids submitted by a Joint Venture/Consortium of two (02) or more firms specified in **Bidding Data**, shall comply with the following requirements:
- the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;
 - one of the joint venture partners shall be nominated as being in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
 - the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub- Para(b) above as well as in the Letter of Technical & Price Bids and in the Form of Contract Agreement (in case of a successful bid); and
 - a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation and corresponding duties & responsibilities of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments/ modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.
- 12.4 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.13 Bid Prices

- 13.1 The price and discount if any quoted by the Bidders in the Letter of Price Bid and in the Bill of Quantity shall conform to the requirement specified below:
- 13.2 The Bidder shall quote any discounts and the methodology for their application.
- 13.3 If bids are being invited for individual lots (contracts) or for any combination of lots, the Bidders can offer discounts for the individual lots (contracts) as well as for award





- of more than one Contract and shall specify in their bid.
- 13.4 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause IB.1.1 hereof, based on the unit rates and/or prices.
- 13.5 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 (Refer Vol-II).
- 13.6 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 13.6 [Adjustment for Changes in Laws] of the Conditions of Contract.
- 13.7 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Sub-Clause 13.7 (Adjustments for Changes in Cost) of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Schedule-A to Bid, and shall submit with their bids such other requisite supporting information if required under the said Schedule.

IB.14 Currencies of Bid and Payment

Prices shall be quoted by the Bidder entirely in Pak Rupees

IB.15 Bid Validity

- 15.1 Bids shall remain valid for the period stipulated in the *Bidding Data* after the Date of Bid Opening specified in Clause IB.23.
- 15.2 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.16 in all respects.

IB.16 Bid Security

- 16.1 Each Bidder shall furnish, as part of his Bid, a Bid Security in the amount stipulated in the *Bidding Data* in Pak Rupees.





- 16.2 The Bid Security shall be, at the option of the Bidder, in the form of Call Deposit Receipt (CDR)/ Pay Order or a Security issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period 28 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.
- 16.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 16.4 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.
- 16.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Contract Agreement.
- 16.6 The Bid Security may be forfeited:
- If the Bidder withdraws his Bid except as provided in IB 22.1;
 - If the Bidder does not accept the correction of his Bid Price pursuant to IB 28.2 hereof; or
 - In the case of successful Bidder, if he fails within the specified time limit to:
 - Furnish the required Performance Security;
 - Sign the Contract Agreement.
 - Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.
- 16.7 In case of annulment, all Bids submitted and specially, Bid securities, shall be returned to the Bidders within 14 days of annulment.

IB.17 Alternate Proposals by Bidder

Not Used

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 Schedules 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 Schedules 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* against IB.12 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition,





the Bidder shall submit two (02) number of copies of the Bid as given in the **Bidding Data** 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 Price Bid shall also be marked with a caution: "Not to be opened unless the Technical Bid is opened".

The Bidder shall also provide complete searchable PDF versions as well as Word, Excel, etc. versions of the Bid if so required by the Employer.

- 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 pursuant to Sub-Clause IB.12.1(d) hereof. All pages of the Bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 18.7 Bidders shall indicate in the space provided in the 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.
- 18.9 All documents executed outside Pakistan required to be submitted with the Bid must be certified by Pakistani Embassy in the respective country(ies).

D. SUBMISSION OF BIDS

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 should comprise of documents listed in IB 12.1 (A) & the Price Bid should comprise of documents listed in IB 12.1 (B) as listed in **Bidding Data** which shall be placed in separate envelopes in accordance with IB 12.1.
- 19.2 The inner and outer envelopes shall:
- Be addressed to the Employer at the address provided in the **Bidding Data**;
 - 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*.

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

IB.21 Late Bids

- 21.1 (a) Any Bid received by the Employer after the deadline for submission of Bids prescribed in Clause IB.20 will be returned unopened to such Bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of Bids.
- 22.2 The modification, substitution, or notice for withdrawal of any Bid shall be prepared,





sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

- 22.3 No Bid may be modified by a Bidder after the deadline for submission of Bids except in accordance with IB 22.1 and 28.2.
- 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.16.

E. BID OPENING AND EVALUATION

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** 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.22. 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 Schedule-K & L to Bid 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 Schedule-K & L to Bid. 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.
- 23.13 The Employer shall prepare minutes of the Bid opening of Technical and Price Bids, including the information disclosed to those present in accordance with the Sub-Clauses IB.23.5 & 23.11.

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 seven (7) days prior to issuance 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 seven (7) days after the announcement of the Bid Evaluation Report.

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 and lump sum prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The request for clarification and the response shall be in writing. 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 The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omitting any material information required to be submitted in accordance with the Bidding Documents.
- 25.3 If a Bidder does not provide clarifications of its Bid by the date and time set reasonably in the Employer's request for clarification, the Employer may proceed with the evaluation based on the information submitted in the Bid without waiting for the





Bidder's response.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in Sub- Clause IB.12.
- 26.3 A substantially responsive Bid is one which meets the requirements of the Bidding Documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality or performance of the Works; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 26.4 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 26.5 The Employer shall examine the technical aspects of the Bid submitted in accordance with Sub-Clause IB.12.1(A) of the *Bidding Data*, in particular, to confirm that all requirements stated in Specifications have been met without any material deviation, reservation or omission.
- 26.6 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation, reservation or omission.

IB.27 Nonmaterial, Nonconformities

- 27.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 27.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities in the Bid related to documentation





requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 27.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable non-material nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by other lowest two evaluated substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use a suitable CSR, adjusted to the date 28 days earlier to the Bid submission date or its best assessment.

IB.28 Correction of Arithmetic Errors

- 28.1 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.
 - (c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- 28.2 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.16.6 (b) hereof.

IB.29 Evaluation and Comparison of Bids

- 29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 29.2 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 arithmetic errors pursuant to Clause IB.28;
 - (b) price adjustment due to discounts offered in accordance with Sub-Clause IB.23.3;





- (c) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced daywork;
 - (d) making an appropriate price adjustment for any quantifiable nonmaterial nonconformities in accordance with Sub-Clause IB.27.3;
 - (e) the additional evaluation factors are specified in Section Evaluation Criteria and Qualification Updating Forms.
- 29.3 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.

IB.30 Abnormally Low Bids

- 31.1 If the Bid Price of the successful Bidder is more than 15% below the lower of the Employer's estimate of the cost of work to be performed under the Contract or average of other lowest two evaluated substantially responsive Bids, 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 an additional Performance Security by 10% of the difference of the Bid Price as determined hereinabove upto issuance of Taking Over Certificate 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. The Bids having Bid Price lower than 25% shall be liable to be rejected.

IB.31 Unbalanced or Front Loaded Bids

- 32.1 If the Bid of the successful Bidder is seriously unbalanced (Front Loaded) in relation to the average of other evaluated substantially responsive Bids, the Employer during execution of contract may pay against measured quantities of significantly higher quoted line item(s) rate(s) with respect to same line item(s) rate(s) determined from the average of other lowest two evaluated substantially responsive Bids as instructed by the Engineer. The balance line item(s) rate(s) may be paid against the same measured quantities at the time of issuance of Taking Over Certificate or as instructed by the Engineer.

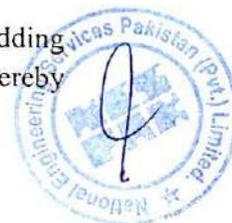
F. AWARD OF CONTRACT

IB.32 Award Criteria

- 32.2 Subject to Clauses IB.33 and IB.39, the Employer will award the Contract to the Bidder whose Bid has been determined as most advantageous Bid (substantially responsive to requirements of the Bidding Documents with the lowest evaluated Bid Price).

IB.33 Employer's Right to Annul the Bidding Process Bids

- 33.1 Notwithstanding Clause IB.32, the Employer reserves the right 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 obligations.

The Employer shall upon request communicate to any Bidder who submitted a Bid, the grounds for its rejection of all Bids but is not required to justify those grounds. Rejection of all Bids shall be notified to all Bidders promptly.

IB.34 Notification of Award

34.1 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 "Accepted Contract Amount").

The Letter of Acceptance will also state the remedies with respect to Sub-Clauses IB.30 & IB.31 if applicable.

34.2 No negotiation with the Bidder having submitted most advantageous Bid or any other Bidder shall be permitted, however, Employer may have clarification meetings before issuing Letter of Acceptance to get clarified any item in the Bid evaluation report.

34.3 The Letter of Acceptance/ notification of award and its acknowledgement/acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.

34.4 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 in accordance with Sub-Clause IB.16.5.

IB.35 Performance Security

35.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract and additional Performance Security if applicable under IB.30 as stated in the Letter of Acceptance, within a period of seven (07) days after the receipt of Letter of Acceptance.

35.2 Failure of the successful Bidder to comply with the requirements of Sub Clause IB.35.1 or Clauses IB.36 or IB.38 shall constitute sufficient grounds for the annulment of the award, forfeiture of the Bid security and to award the Contract to the Bidder having submitted next advantageous Bid.

IB.36 Signing of Contract Agreement

36.1 Within three (03) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will notify the successful Bidder to depute its representative with appropriate Power of Attorney to sign the Contract Agreement in the form provided in the Bidding Documents, incorporating all





agreements between the parties.

- 36.2 The formal Agreement between the Employer and the successful Bidder shall be executed within 14 days of the receipt of the above stated notification by the successful Bidder from the Employer.

IB.37 General Performance of the Bidders

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

IB.38 Integrity Pact

- 38.1 The Bidder shall sign and stamp the Integrity Pact provided at Schedule-J to Bid in the Bidding Documents for all Punjab Government procurement contracts exceeding PKR ten million. Failure to provide such Integrity Pact shall make the Bidder non-responsive.

IB.39 Instructions not Part of Contract

- 39.1 Bids shall be prepared and submitted in accordance with the Instructions to Bidders which are provided to assist the Bidders in preparing Bids but do not constitute part of the Contract.

IB.40 Corrupt and Fraudulent Practices

- 40.1 The Employer will reject a Bid if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-contractors, service providers, suppliers and/or their employees, has directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract under this bidding.
- 40.2 The Employer will blacklist and hence forthwith debar a Constructor or individual, at any time, in accordance with the relevant PCBDDA Procurement Regulations.





Bidding Data

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

IB Clause Reference	Bidding Data
1.1	Name and address of the Employer: Name: Punjab Central Business Districts Development Authority (PCBDDA) Address: CBD Complex (Old Walton Airport), near Naval Base, Lt. (Navy) Yasir Shaheed Road, Lahore.
1.1	Name of the Project & Summary of the Works: Project: Infrastructure Development of Silicon Valley (Phase-I NSIT City) Brief summary of work under this contract shall be: <ul style="list-style-type: none">• Earthwork and Allied Activities• Sub-Base & Base Course• Surface Courses & Pavement• Ancillary Works• Drainage, Erosion Works & Culverts• Sewerage• Water Supply & Distribution Network• Tube Well• Electrical Works (Road/Street Lighting Network based on LED Road Lighting Fixtures MV, LV etc)• ICT Works• HSE Works
1.2	Time for Completion for the Works: 240 days
2.1	Name of the Borrower Source of Funding: Own Source
8.1	Time limit for clarification: 03 days before deadline for submission of Bids.
8.3	Venue, time, and date of the pre-Bid meeting: Pre- Bid Meeting shall be held on October 23, 2024 at 12:00 pm in the Conference Room of PCBDDA Office.
9.3	Number of days: 05 Days
11.1	Bid language: The language of the Bidding Documents is English.



<p>12.1(A)</p>	<p>The Bidder shall submit with its Technical Bid the following documents:</p> <p><i>Letter of Technical Bid</i></p> <p><i>Bid Security</i> IB.16</p> <p><i>Written confirmation authorizing the signatory of the Bid to commit the Bidder</i> IB.18</p> <p><i>Pending litigation information</i> On Rs.200 rupees E-stamp paper</p> <p><i>Proposed Construction Schedule</i> Schedule – C to Bid</p> <p><i>Method of Performing the Work (as filled by Bidder)</i> Schedule – D to Bid</p> <p><i>List of Major Equipment – Related Items (as filled by Bidder)</i> Schedule – E to Bid</p> <p><i>Construction Camp and Housing Facilities (as filled by Bidder)</i> Schedule – I to Bid</p> <p><i>List of Sub-contractors (as filled by the Bidder)</i> Schedule – G to Bid</p> <p><i>Organization Chart for Supervisory Staff (as filled by Bidder)</i> Schedule – F to Bid</p> <p><i>Integrity Pact</i> Schedule – J to Bid</p> <p><i>Financial Competence and Access to financial Resources</i> Schedule – K to Bid</p> <p><i>Past Performance, Current Commitment, Equipment & Personnel Qualification and Experience</i> Schedule – L to Bid</p> <p><i>Specifications Part A – Special Provisions</i> Refer Volume-III</p> <p><i>Specifications Part B Technical Provisions</i> Refer Volume-III</p> <p><i>Drawings</i> Refer Volume-IV</p>
<p>12.1(B)</p>	<p>The Bidder shall submit with his Price Bid the following documents:</p> <p><i>Letter of Price Bid</i></p> <p><i>Foreign Currency Requirement</i> Not Used</p> <p><i>Schedule of Adjustment Data</i> A-1</p> <p><i>Schedule of Adjustment Data</i> Schedule – A to Bid</p> <p><i>Schedule of Adjustment Data</i> A-2</p>

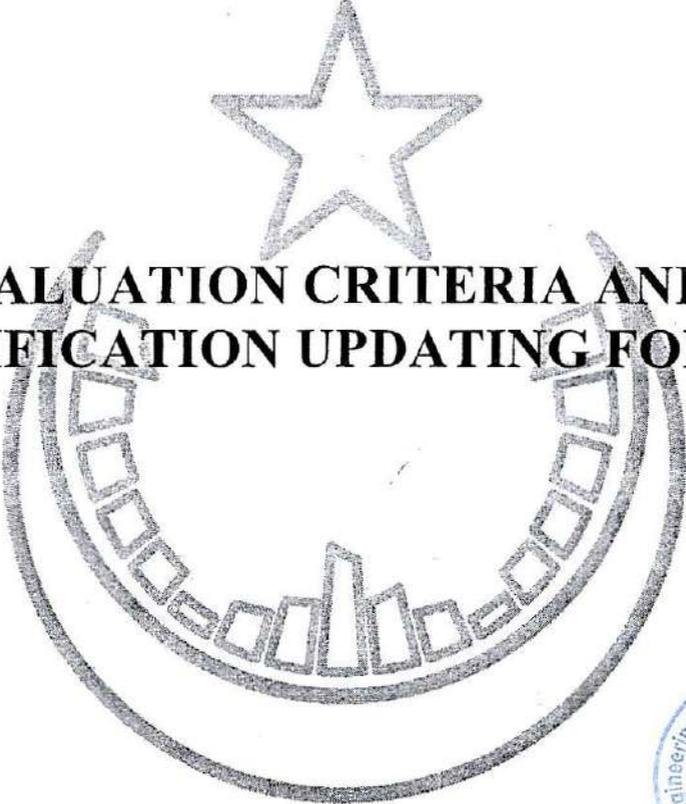


	<p><i>Priced Bill of Quantities</i> <i>Estimated Progress Payment</i></p>	<p>Schedule – A to Bid Refer Volume – II Schedule – H to Bid</p>
12.2	<p><i>Maximum number of JV / Consortium Partners shall be 04 (Four) Nos.</i></p>	
14.1	<p><i>Bidders to quote entirely in Pak. Rupees</i></p>	
15.1	<p><i>The Bids shall remain valid for 90 days after the date of opening of Bid.</i></p>	
16.1	<p>Amount of Bid Security: <i>Rupees Ninety Million Only (Rs. 90,000,000/-)</i></p>	
17.1	<p>Alternative Proposal(s) by the Bidder shall not be considered.</p>	
18.4	<p>Number of copies of the Bid to be completed and submitted: <i>The Bidder shall prepare and submit "ONE ORIGINAL" and "TWO COPIES"</i></p>	
19.2(a)	<p>Employer's address for the purpose of Bid submission: . <i>Punjab Central Business District Development Authority (PCBDDA), CBD Complex (Old Walton Airport), near Naval Base, Lt.(Navy) Yasir Shaheed Road, Lahore.</i></p>	
19.2(b)	<p>Name and Number of the Contract: Director (Procurement), PCBDDA. <i>Tel: 042-99058100, Email: procurement@cbdpunjab.gov.pk</i></p>	
20.1(a)	<p>Deadline for submission of Bids: <i>The Bids must be submitted by October 30, 2024 by 01:00 pm.</i></p>	
23.1	<p>Venue, time, and date of Bid opening: <i>The Bids will be opened at the Employer's Office at October 30, 2024 on 01:30 pm in the presence of the bidders' representatives who choose to attend.</i></p>	
35.1	<p><i>The successful Bidder shall provide to the Employer a Performance Security (a) 05% in the form of a Bank Guarantee from any Schedule Bank in Pakistan or a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan and (b) 05% insurance certificate from the insurance companies having AA(+) rating by PACRA/VIS. Hence, total amounting to ten (10) percent of the Contract Price stated in the Letter of Acceptance.</i></p>	



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

Infrastructure Development of Silicon Valley
(Phase-I) NSIT City
Evaluation Criteria and Qualification Updating Forms



EVALUATION CRITERIA AND QUALIFICATION UPDATING FORMS

**CBD
PUNJAB**





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 as per 12.1(A) provided in **Bidding Data**, including Addenda issued in accordance with Instructions to Bidders (IB) 9 for the execution of Works;
- (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) We meet the eligibility requirements in accordance with IB.3.
- (e) We, including any Subcontractors for any part of the Contract, are not debarred/blacklisted by the Employer, any Government/Semi Government/Public Department in Pakistan or foreign country, international organizations or other foreign institutions.
- (f) Our subcontractors or suppliers for any part of the Contract, if any, shall have nationalities from eligible countries, in accordance with IB.4.4.
- (g) We understand that all the Schedules attached hereto form part of this Bid.
- (h) We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Contract Data.
- (i) We agree to abide by this Bid for the period of days, inclusive of days beyond Bid validity period as mentioned in and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (j) Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- (k) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works.
- (l) As security for due performance of the undertakings and obligations of our Bid, we submit here with a Bid security, in the amount specified in **Bidding Data**, which is valid (at least) 28 days beyond validity of Bid itself.
- (m) We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information of fake documents, we shall be liable for punitive action under the Applicable Law.
- (n) 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 IB17 (as applicable).

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PUNJAB





LTB-2

- (o) 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.12.1 (A) of the *Bidding Data*.

Name

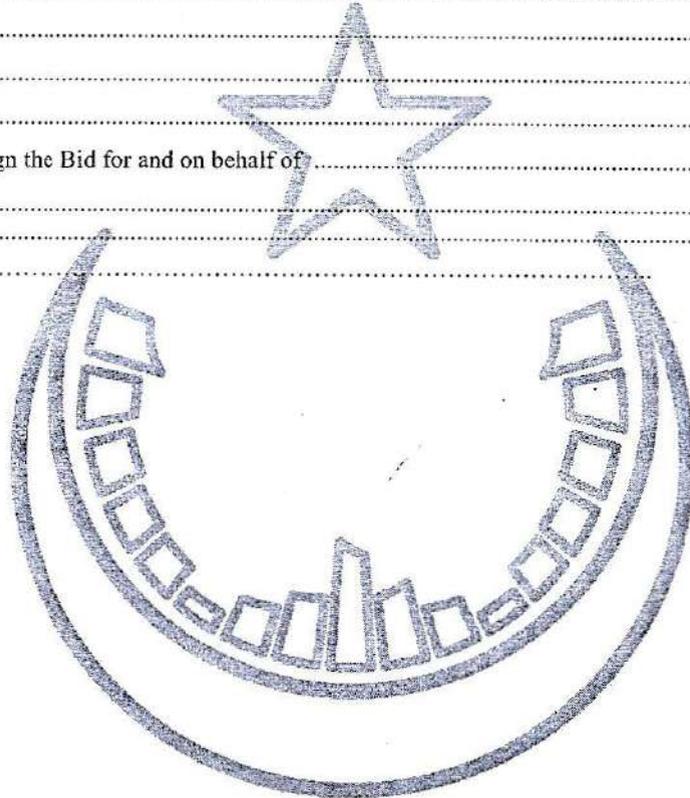
In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address.....



**CBD
PUNJAB**



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 as per 12.1(B) provided in Bidding Data, including Addenda issued in accordance with Instructions to Bidders (IB) 9 for the execution of Works;
- (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 Data*, 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 as specified in *Bidding Data*;
- (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.12.2 (B) of the *Bidding Data*.





LPB-2

(i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

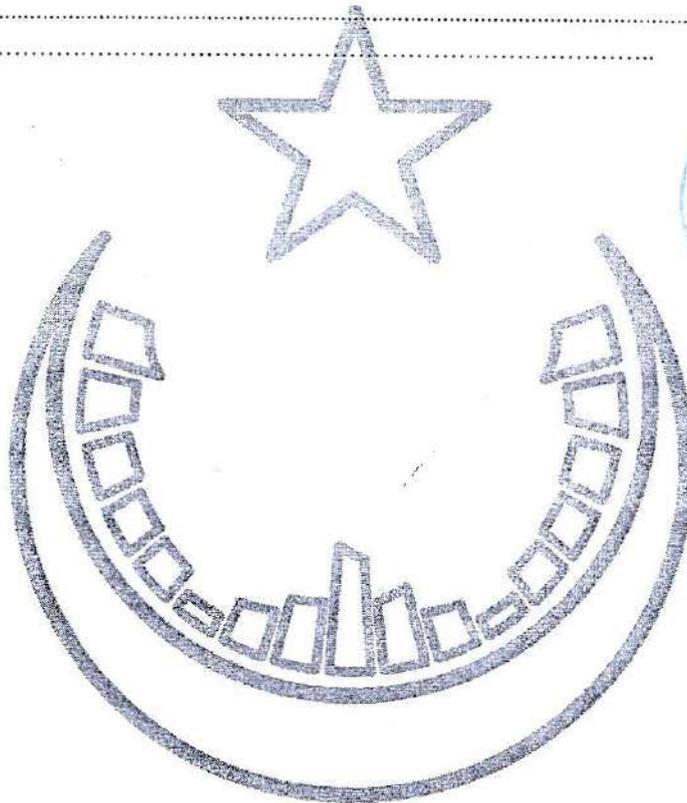
In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address

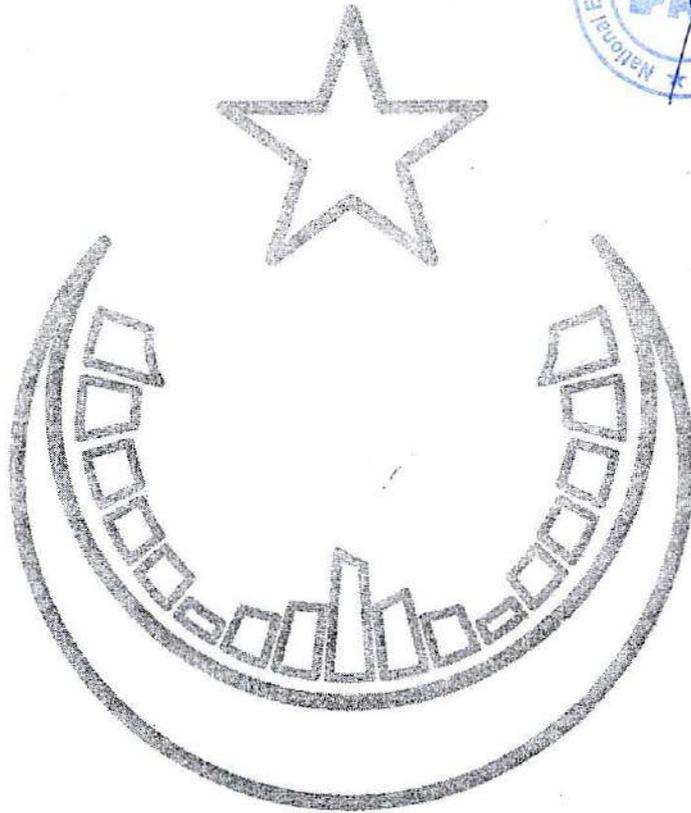


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Bidders Qualification Updating Forms

To establish its qualifications to perform the contract in accordance with Section (Evaluation Criteria and Qualification Updating Forms) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.



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Form ELI -1.1

Bidder Information Form

Date:

Bid Reference No. (if any) and title:

Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's country of registration:
Bidder's year of incorporation:
Bidder's legal address:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents, in case of JV, JV agreement, in accordance with Sub-Clause IB 3.1.

**CBD
PUNJAB**





Form ELI -1.2

Bidder's JV Information Form

(to be completed for each member of Bidder's JV)

Date:
Bid Reference No. (if any) and title:
Page.....of.....pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____

**CBD
PUNJAB**





Form CON - 1

Pending Litigation

Bidder's Name:.....

Date:

JV Member's Name:.....

Bid Reference No. (if any) and title:.....

Page..... of.....pages

Pending Litigation, in accordance with Eligibility and Qualification Criteria			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Eq. PKR (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

**CBD
PUNJAB**





Form FIN - 3.1:

Financial Situation and Performance

Bidder's Name:

Date:.....

JV Member's Name:.....

Bid Reference No. (if any) and Title:.....

Page.....of.....pages

• Financial Data

Type of Financial information in (currency)	Historic information for last year, (amount in currency, currency, exchange rate*, Eq. PKR)
Statement of Financial Position (Information from Balance Sheet)	
Total Assets (TA)	
Total Liabilities (TL)	
Total Equity/Net Worth (NW)	
Current Assets (CA)	
Current Liabilities (CL)	
Working Capital (WC)	
Information from Income Statement	
Total Revenue (TR)	
Profits Before Taxes (PBT)	
Cash Flow Information	
Cash Flow from Operating Activities	



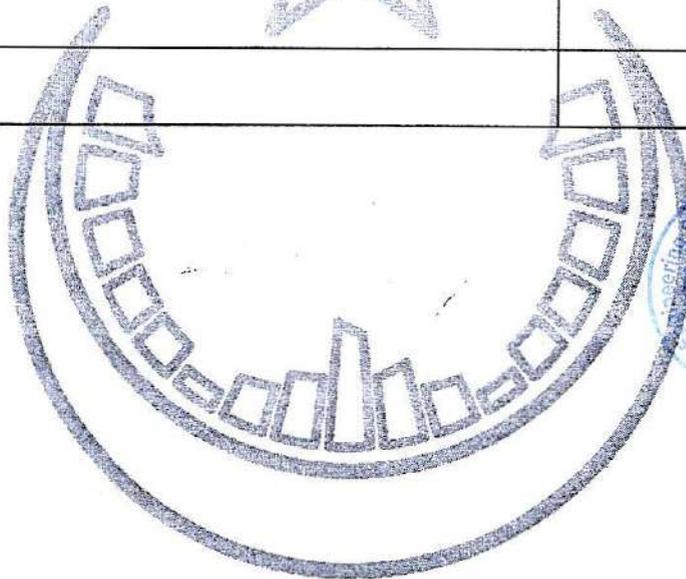


Form FIN – 3.2:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

Financial Resources		
No.	Source of financing	Amount (Eq. PKR)
1		
2		
3		



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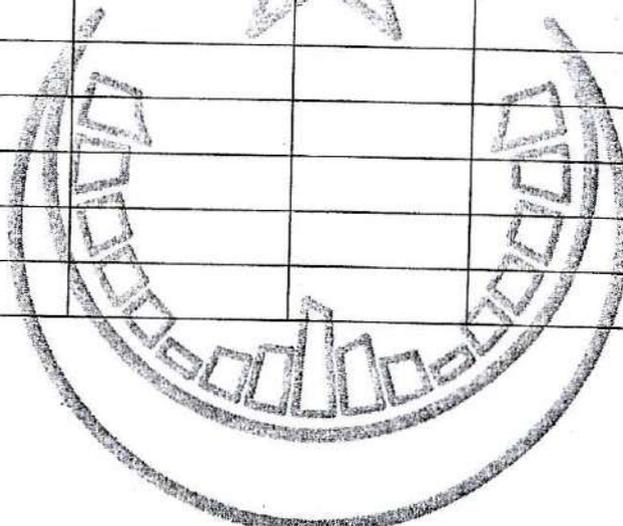


Form FIN - 3.3:

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current Eq. PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Eq. PKR /month]
1					
2					
3					
4					
5					



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SCHEDULE OF ADJUSTMENT DATA

Schedule of Indexation

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

$$P_n = \{a + b \cdot (L_n/L_o) + c_1 \cdot (C_{n1}/C_{o1}) + c_2 \cdot (C_{n2}/C_{o2}) + c_3 \cdot (C_{n3}/C_{o3}) + d \cdot (S_n/S_o) + e \cdot (M_n/M_o) + f \cdot (D_n/D_o) + g \cdot (W_n/W_o) + -1\}$$

where:

“P_n” is the adjustment multiplier to be applied to the estimated Contract value in the relevant currency of the work carried out in period “n”, this period being a month;

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“b”, “c₁”, “c₂”, “c₃”, “d”, “e” and “f” ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“L_n”, “C_{n1}”, “C_{n2}”, “C_{n3}”, “S_n”, “M_n”, “D_n” and “W_n” are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 28 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“L_o”, “C_{o1}”, “C_{o2}”, “C_{o3}”, “S_o”, “M_o”, “D_o” and “W_o” are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The weightings (coefficients) for each of the factors of cost stated in the following table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variation(s).

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 8.2, 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 8.5, the above provision shall apply only to adjustments made after the expiry of such extension of time.

The weightages for each of the factors of cost given in Schedule of Adjustment Data (Schedule – A 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 12.3. Such adjustment(s) shall have to be agreed in the variation order.





A-2
Schedule-A to Bid

SCHEDULE OF ADJUSTMENT DATA

Table I. Local Currency (LC) For Bill Nos. _____

Cost Element	Description	Coefficients	Weightages (%)	Applicable index
1	2	3	4	5
(i)	Fixed Portion	a	30	
(ii)	Labor (Unskilled)	b	07	Market Rates of "Materials, labours and machinery" for price variation notified monthly by Finance Department, Govt. of the Punjab for city of Lahore.
(iii)	Aggregate			Market Rates of "Materials, labours and machinery" for price variation notified monthly by Finance Department, Govt. of the Punjab for city of Lahore.
	Sub Base	c1	08	
	Base Course	c2	08	
	Course Aggregate (Bajri)	c3	12	
(iv)	Cement	d	05	Market Rates of "Materials, labours and machinery" for price variation notified monthly by Finance Department, Govt. of the Punjab for city of Lahore.
(v)	Steel	e	10	Market Rates of "Materials, labours and machinery" for price variation notified monthly by Finance Department, Govt. of the Punjab for city of Lahore.
(vi)	Bitumen	f	05	Market Rates of "Materials, labours and machinery" for price variation notified monthly by Finance Department, Govt. of the Punjab for city of Lahore.
(viii)	High Speed Diesel (HSD)	g	15	The source of prices of HSD shall be Pakistan State Oil (PSO).
	Total		100	

Notes:

1. Indices for "(ii)" to "(vi)" 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.

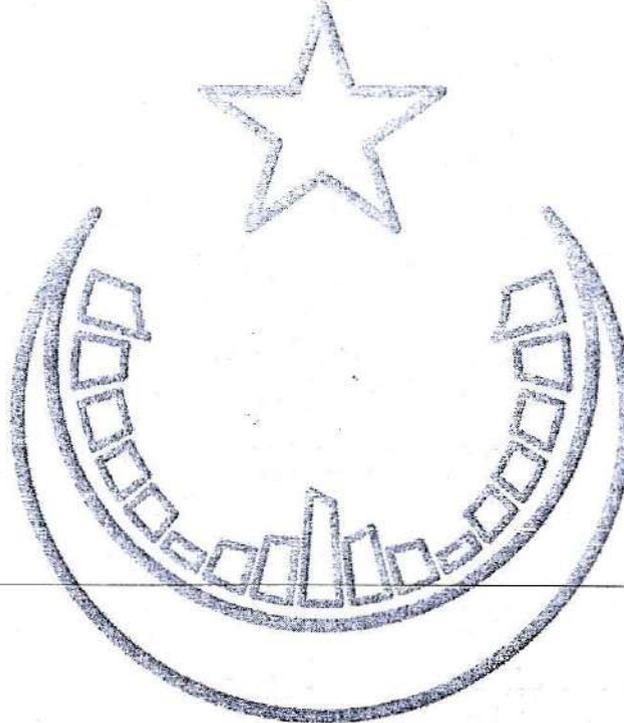




SCHEDULE OF ADJUSTMENT DATA

Table II. Foreign Currency (FC) For Bill Nos. _____

Not Used



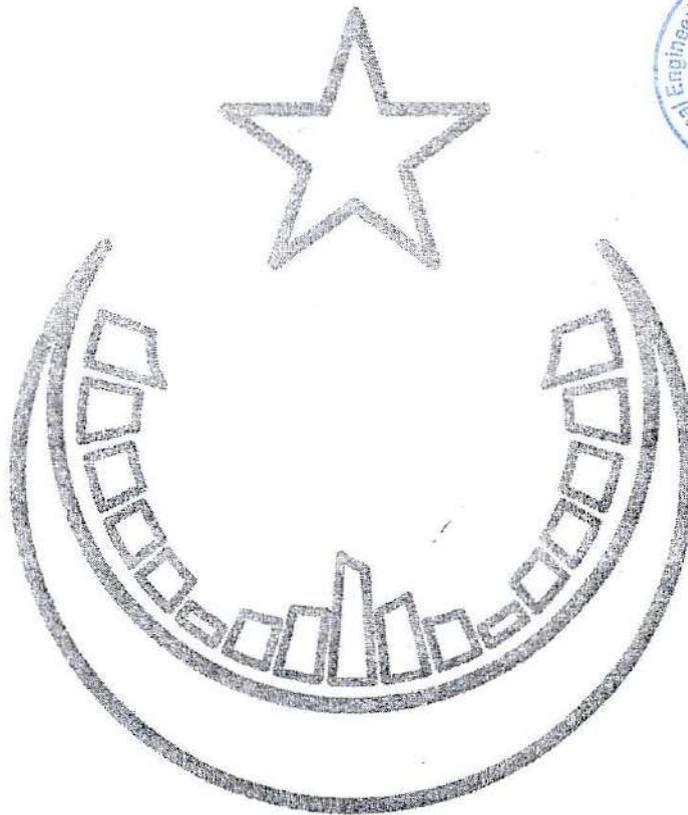
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SCHEDULE OF ADJUSTMENT DATA

Table III. Foreign Currency Requirements

Not Used



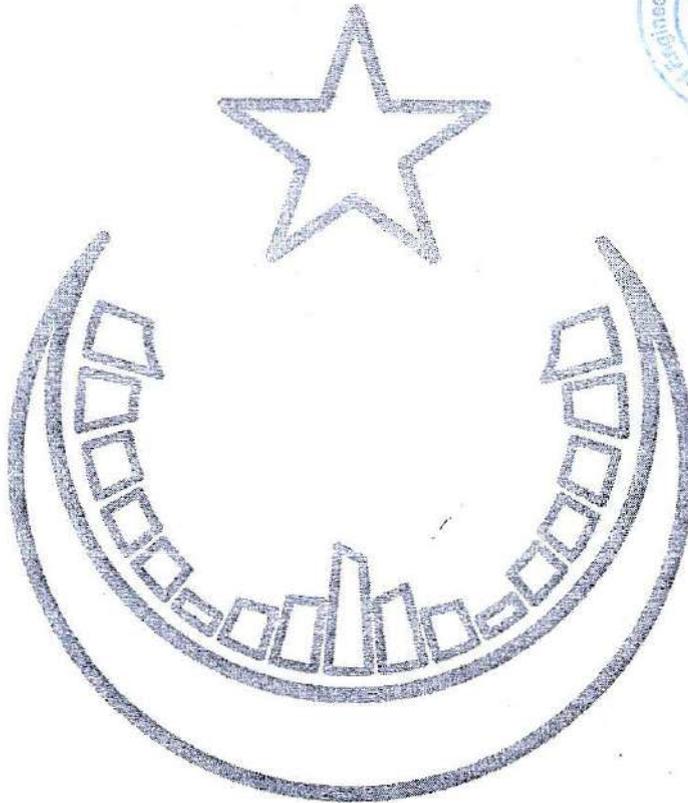
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SCHEDULE OF ADJUSTMENT DATA

Table IV. Summary of Payment Currencies

Not Used



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

Infrastructure Development of Silicon Valley
(Phase-I) NSIT City
Evaluation Criteria & Qualification Updating Form

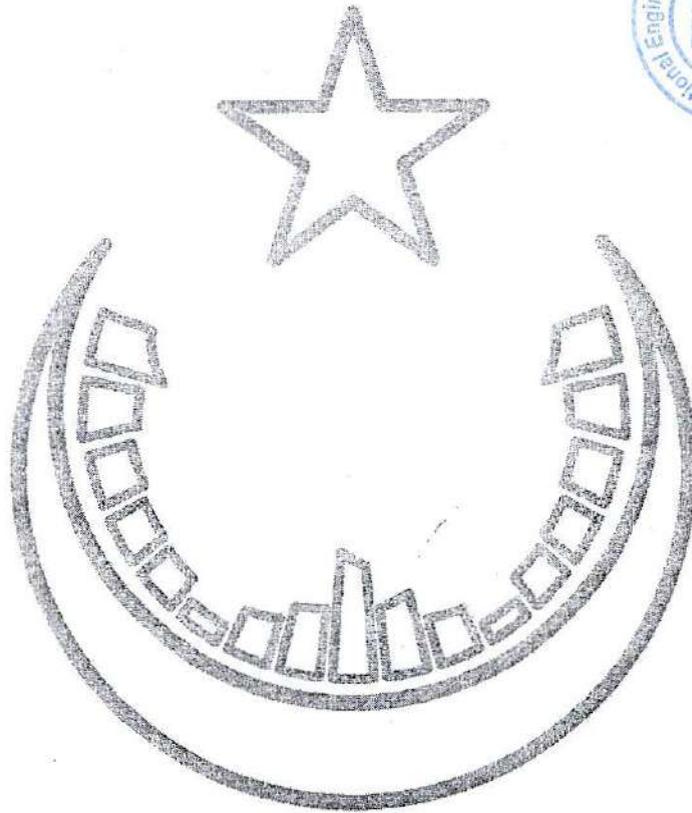


B-1

Schedule - B to Bid

BILL OF QUANTITIES

Please Refer to Volume - II



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**C-1
Schedule-C to Bid**

CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 8.3 of the General Conditions, the whole of the Works, and each Section (if any), shall be completed within the Time for Completion for the Works or Section (as the case may be) stated as hereunder and mentioned in Contract Data. The Bidder shall provide as Schedule -C to Bid, the Construction Schedule in the bar chart (*CPM or PERT*) 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 Sections 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):

Description	Time for Completion (days)
a) Whole Works	
b) Section A	
c) Section B	
d) _____	
e) _____	

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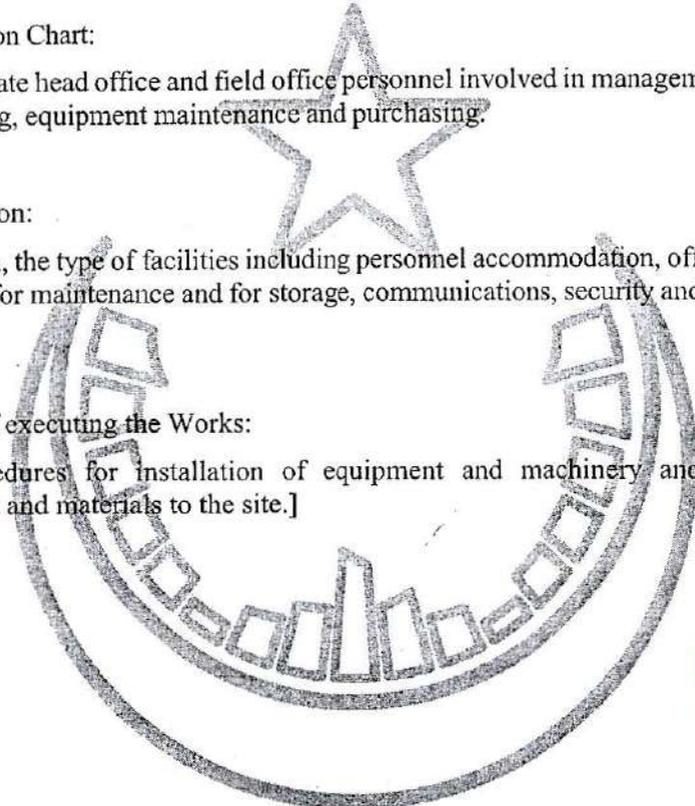




METHOD OF PERFORMING THE WORK

[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:**
Shall indicate 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. **Method of executing the Works:**
The procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]



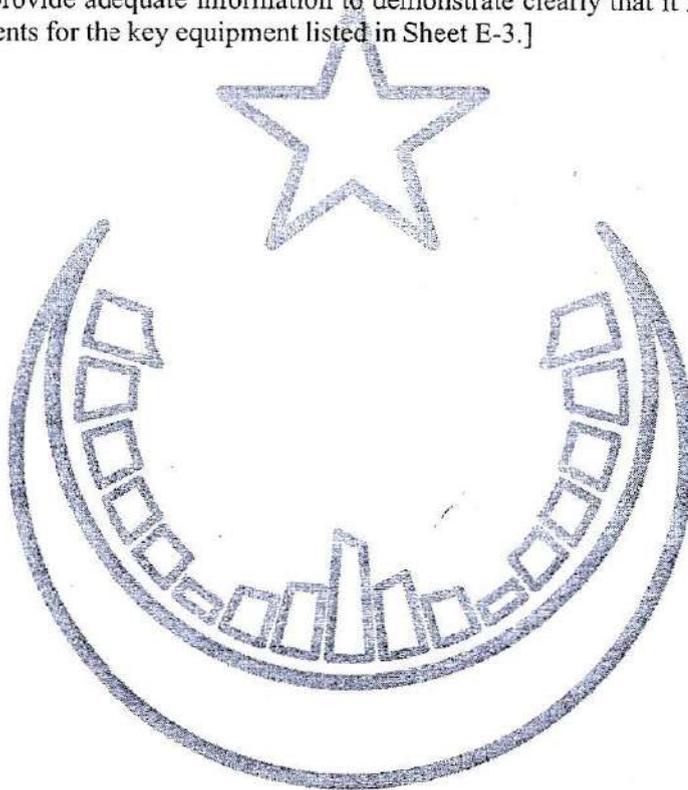
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LIST OF MAJOR EQUIPMENT

[The Bidder will provide on Sheet E-2 of this Schedule 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.

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Sheet E-3.]



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LIST OF MAJOR EQUIPMENT
Owned, Purchased or Leased

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						





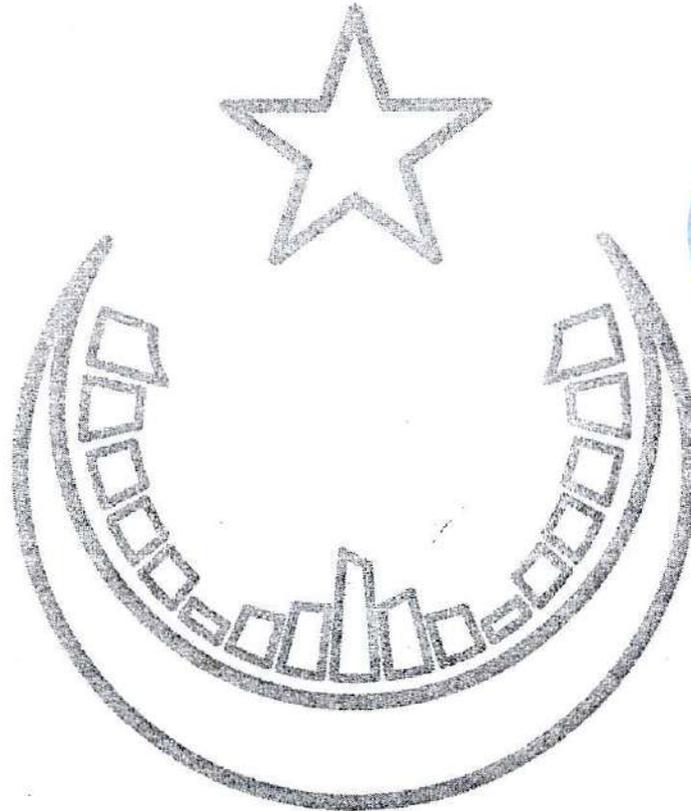
LIST OF MAJOR EQUIPMENT
Equipment details

Item of equipment	
Equipment information	Name of manufacturer
	Model and power rating
	Capacity
	Year of manufacture
Current status	Current location
	Details of current commitments
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured
The following information shall not be applicable for equipment owned by the Bidder	
Owner	Name of owner
	Address of owner
	Telephone
	Contact name and title
	Fax
	Telex
Agreements	Details of rental/lease/manufacture agreements specific to the project





ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR



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LIST OF SUBCONTRACTORS

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

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

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

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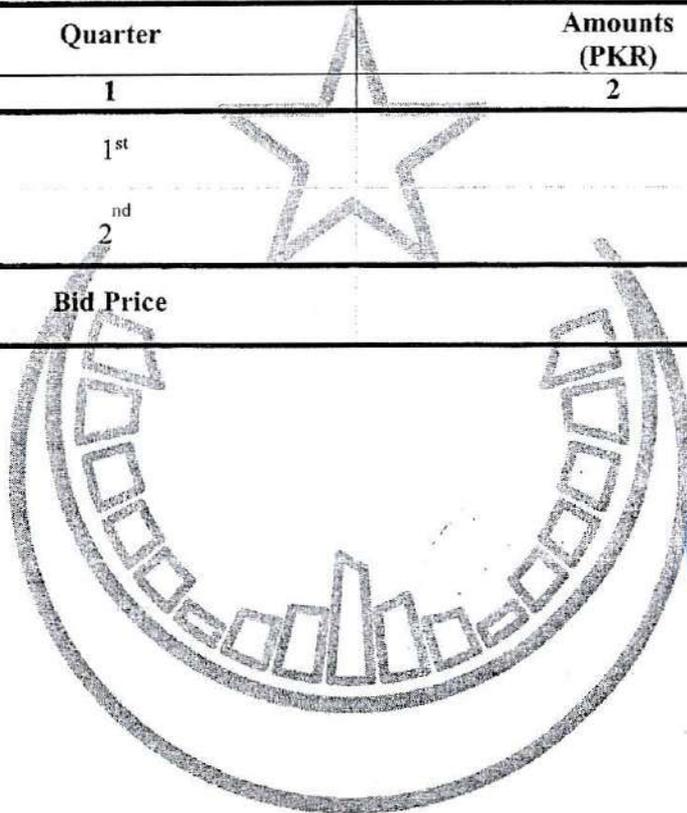




ESTIMATED PROGRESS PAYMENTS

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

Quarter	Amounts (PKR)
1	2
1 st	
2 nd	
Bid Price	



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I-1
Schedule-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Bidder in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

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

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

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

1. Note:

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.

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**(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]





K - 1

Schedule - K to Bid

FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

1. SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
i)	<p>Available Bank Credit Line Limit</p> <p>a. 08 Marks if the available bank credit line limit is equal to Rs. 1,500 Million.</p> <p>b. For limit less than Rs. 1,500 Million, no marks will be given</p> <p>c. For the limit more than Rs. 1,500 Million but less than Rs. 2,000 Million use following weight age $8 + (A/2,000) \times 7$</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. 2,000 Million or more.</p>	15	No marks if bank credit line (valid Facility Offer Letter) is not attached. The certificate must not be more than 06 months old.
ii)	<p>Average Working Capital</p> <p>a. 6 Marks if the average working capital in last three years is equal to Rs. 1,000 Million.</p> <p>b. For capital less than Rs. 1,000 Million, no marks will be given</p> <p>c. For the capital more than Rs. 1,000 Million but less than Rs. 2,000 Million use following weight age $6 + (A/2,000) \times 4$</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. 2,000 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>BID CAPACITY</p> <p>$[5 \times \text{Avg. working capital} + \text{Project specific lines of credit} - 40\% \text{ of current contract commitments/projects}] \geq \text{Rs. 2,000 million}$</p>	10	<p><i>NOTE: Cost of Balance works in hand / current commitments should be attached and clearly mentioned:</i></p> <p><i>(Letter of acceptance of all works in hand must be submitted issued by the Client)</i></p>
	Sub-Total of Financial Position	35	

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:

- For qualification of the Bidder (Single Entity/JV/Consortium), Minimum 65% marks are necessary in each category and Minimum 70% overall marks are necessary for qualification requirement as per criteria given in Schedules - K & L to Bid.
- In case of JV/Consortium, the lead member must secure at least 50% marks in each category.





Schedule - L to Bid

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

1. PAST PERFORMANCE AND CURRENT COMMITMENTS

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
i)	<p>Projects of similar nature and complexity completed over last 10 years:</p> <p>a. Road Works (800 million): (Max. 10 marks)</p> <p>b. Drainage, Sewerage, Water Supply Works (400 million): (Max. 06 marks)</p> <p>c. Electrical and Allied Works (200 million): (Max. 04 marks)</p> <p>(In each sub-category (a, b, c), 65% marks for at least 2 projects and full marks for 4 or more projects, in between 2 to 4 projects, proportionate marks)</p> <ul style="list-style-type: none"> (In each sub-category (a, b, c), No marks for less than 2 projects) (Minimum 65% marks (i.e. 13/20) are compulsory in this section) 	20	No marks if Completion Certificate / Taking Over Certificate / Substantial Completion Certificate issued by the Client is not attached. All the documents attached should be properly printed, readable & Signed by the Competent Authority should meet minimum cost of works or more as mentioned.
ii)	<p>Projects of similar nature and complexity in hand:</p> <p>a. Road Works (1200 million): (Max. 7.5 marks)</p> <p>b. Drainage, Sewerage, Water Supply Works (600 million): (Max. 4.5 marks)</p> <p>c. Electrical and Allied Works (300 million): (Max. 03 marks)</p> <p>(In each sub-category (a, b, c), 65% marks for at least 2 projects and full marks for 3 or more projects)</p> <ul style="list-style-type: none"> (In each sub-category (a, b, c), No marks for less than 2 projects) (Minimum 65% marks (i.e. 9.75/15) are compulsory in this section) 	15	No marks if Acceptance letter/Award letter issued by the Client is not attached. All the documents attached should be properly printed, readable & Signed by the Competent Authority and should meet minimum cost of works or more as mentioned.
	Sub-Total of Working Experience	35	

Note:

- For qualification of the Bidder (Single Entity/JV/Consortium), Minimum 65% marks are necessary in each category and Minimum 70% overall marks are necessary for qualification requirement as per criteria given in Schedules - K & L to Bid.
- In case of JV/Consortium, the lead member must secure at least 50% marks in each category.





L - 2

Schedule - L to Bid

2. EQUIPMENT

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
1.	Computerized Concrete Batching Plant 30 CuM/Hr capacity (02 Nos.)	2.5	
2.	Computerized Asphalt Plant 50 Ton Capacity i/c relevant equipment (1 Nos.)	1.5	
3.	Tandem Road Roller / PTR (4 Nos.)	1	
4.	Asphalt Paver Machine (2 Nos.)	1	
5.	Mechanical/ Hydraulic Crane at least 20 Ton (02 Nos.)	0.5	
6.	Sheep Foot Roller (05 Nos.)	1	No marks if the manufacturing certificate / Purchase certificate / Leased / Rented / ownership proof is not attached.
7.	Vibratory Roller (05 Nos.)	1	
8.	Motor Grader (04 Nos.)	1	Proportionate marking if equipment is less than the minimum required number.
9.	Dumpers (10 Nos.)	1	
10.	Loader (02 Nos.)	0.5	Capacity of the equipment / Plant should be clearly mentioned.
11.	Concrete Pump (02 Nos.)	0.5	
12.	Total Station for Surveying (03 Nos.)	0.5	<i>Notes: No marks will be awarded if found any ambiguity or attached documents are not readable.</i>
13.	Diesel Generator 15 - 20 kVA (05 Nos.)	1	
14.	Excavator (05 Nos.)	1	
15.	Transit Mixer 6CuM capacity (5 Nos.)	0.5	
16.	Tractor Trolley (05 Nos.)	0.5	
	Sub-Total of Tools & Plants	15	

Note:

- For qualification of the Bidder (Single Entity/JV/Consortium), Minimum 65% marks are necessary in each category and Minimum 70% overall marks are necessary for qualification requirement as per criteria given in Schedules - K & L to Bid.
- In case of JV/Consortium, the lead member must secure at least 50% marks in each category.





L - 3

Schedule - L to Bid

3. **PERSONNEL QUALIFICATION AND EXPERIENCE**

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
i)	Graduate Engineers		
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 along with CV's / Affidavits / Employment Certificate etc. No marks if specified documents are not attached or provided.
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 along with CV's / Affidavits / Employment Certificate etc. No marks if specified documents are not attached or provided.
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 along with CV's / Affidavits / Employment Certificate etc. No marks if specified documents are not attached or provided.
d	• 01 Nos. of Registered Electrical / Mechanical 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 along with CV's / Affidavits / Employment Certificate etc. No marks if specified documents are not attached or provided.
ii)	DAE Associate Engineers		
a	• Associate Engineers (DAE) with at least 10 years' experience: • 08 No. Civil (0.5 mark for each) • 02 No. Mechanical (0.25 mark for each) • 02 No. Electrical (0.25 mark for each)	5	To be verified through attached CV's / Affidavits / Employment Certificate etc. No marks if specified documents are not attached or provided.
b	• 04 Nos. of Surveyors (At least 01 Year diploma/certificate) with at least 5 years of experience (0.25 Marks for each)	1	To be verified through attached CV's / Affidavits / Employment Certificate etc. No marks if specified documents are not attached or provided.
	Sub-Total of Personnel Capabilities	15	

Note: No marks if required documents are not attached.

- For qualification of the Bidder (Single Entity/JV/Consortium), Minimum 65% marks are necessary in each category and Minimum 70% overall marks are necessary for qualification requirement as per criteria given in Schedules - K & L to Bid.
- In case of JV/Consortium, the lead member must secure at least 50% marks in each category.





STANDARD FORMS
BID SECURITY
PERFORMANCE SECURITY
LETTER OF ACCEPTANCE
CONTRACT AGREEMENT
DAAB AGREEMENT
FORM OF ADVANCE PAYMENT GUARANTEE
INDEMNITY BOND FOR SECURED ADVANCE
AGAINST MATERIAL BROUGHT AT SITE

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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 decide, 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
(Schedule Bank/Insurance Company)

Signature

Name

Title

Corporate Guarantor (Seal)

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FORM OF PERFORMANCE SECURITY

Guarantee No.....

Executed on

Expiry date

[Letter by the Guarantor to the Employer]

Name of Guarantor with address:

Name of Principal (Contractor) with address:

Penal Sum of Security (express in words and figures)

Letter of Acceptance No. Dated

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

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

..... (Name of Contract) for the (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfil 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 fulfil all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void, otherwise to remain in full force and virtue till all requirements of Clause 11. Defects After Taking Over, of Conditions of Contract are fulfilled.

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

We,..... (the Guarantor), waiving all objections and defense 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



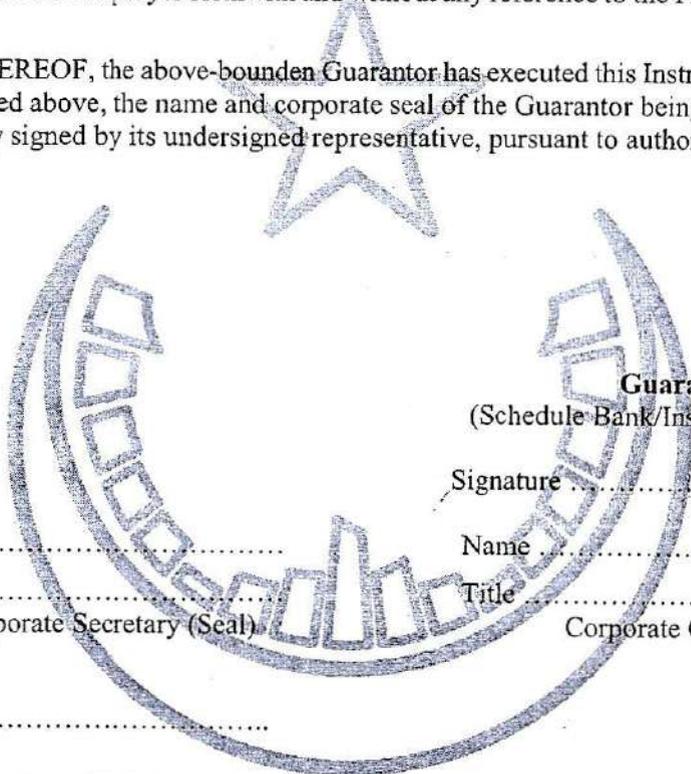


PS-2

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 decide, whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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



Guarantor
(Schedule Bank/Insurance Company)

WITNESS:

Signature

1. Name

..... Title

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2.

.....
Name, Title & Address

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LOA-1

Letter of Acceptance

[Letterhead paper of the Employer]

NAME OF CONTRACT:.....

CONTRACT NUMBER:.....

TO :

Date:

Your Reference:

Our Reference:

We thank you for your Bid datedfor the execution and completion of the Works comprising the above-named Contract and remedying of defects therein, all in conformity with the terms and conditions contained in the Contract.

We have pleasure in accepting your Bid for the Accepted Contract Amount of:

.....
[currency and amount in figures]

.....
[currency and amount in words]

In consideration of you properly and truly performing the Contract, we agree to pay you the Accepted Contract Amount or such other sums to which you may become entitled under the terms of the Contract, at such times and as prescribed by the Contract.

We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we undertake to fulfil all our obligations and duties in accordance with the terms of this Contract.

Signature:.....

Signed by:

For and on behalf of:.....

Date:.....

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FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnessed 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, in the order of priority, 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.
 - a) This Contract Agreement;
 - b) The Letter of Acceptance;
 - c) The completed Form of Bid comprising Letter of Technical Bid and Letter of Price Bid;
 - d) Schedule of Adjustment Data (Schedule - A to Bid);
 - e) The Bill of Quantities (Schedule - B to Bid);
 - f) The Particular Conditions Part A - Contract Data;
 - g) The Particular Conditions Part B - Special Provisions;
 - h) The General Conditions;
 - i) The Specifications Part A - Specific Provisions;
 - j) The Specifications Part B - Technical Provisions;
 - k) The Drawings;
 - l) The Completed Schedules to Bids (C, D to L);
 - m) EMP;
 - n) the JV Undertaking (if the Contractor is a JV); and
 - o) _____ (any other document)

The addenda/corrigenda, if any, (Excluding part relating to Instructions to Bidders along with **Bidding Data**) shall be deemed to have been incorporated at the appropriate places in the "Documents forming the Contract".

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





DAAB-1

DAAB AGREEMENT

Name and details of the Contract _____

This Agreement made the _____ day of _____ [month], _____ [year], between

Name and contact details of the Employer _____ (name)
 _____ (address)
 _____ (telephone)
 _____ (email / other contact details);

Name and contact details of the Contractor _____ (name)
 _____ (address)
 _____ (telephone)
 _____ (email / other contact details);

Name and contact details of the DAAB Member _____ (name)
 _____ (address)
 _____ (telephone)
 _____ (email / other contact details);

("DAAB Agreement")

Whereas:

- A. the Employer and the Contractor have entered (or intend to enter) into the Contract;
- B. under the Contract, the "DAAB" or "Dispute Avoidance/Adjudication Board" means the sole member or three members (as stated in the Contract Data of the Contract) so named in the Contract, or appointed under Sub-Clause 21.1 [Constitution of the DAAB] or Sub-Clause 21.2 [Failure to Appoint DAAB Members] of the Conditions of Contract;
- C. the Employer and the Contractor desire jointly to appoint the above-named DAAB Member to act on the DAAB as:
 - a. the sole member of the DAAB, and where this is the case, all references to the "Other Members" do not apply; or
 - b. one of three members / chairman [delete the one which is not applicable] of the DAAB and, where this is the case, the other two persons are:





DAAB-2

_____ (name)	_____ (name)
_____ (address)	_____ (address)
_____ (telephone)	_____ (telephone)
_____ (email/ other contact details)	_____ (email/ other contact details)

the "Other Members"; and

D. the DAAB Member accepts this appointment.

2. The Employer, Contractor and DAAB Member jointly agree as follows:

1. The conditions of this DAAB Agreement comprise:
 - (a) Clause 21 [*Disputes and Arbitration*] of the Conditions of Contract, and any other provisions of the Contract that are applicable to the DAAB's Activities; and
 - (b) the "General Conditions of Dispute Avoidance/Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Construction" Second Edition 2017 published by FIDIC ("GCs"), as amended and/or added to by the following provisions.
2. [Details of amendments to the GCs, if any. For example:
In the procedural rules annexed to the GCs, Rule _____ is deleted and replaced by: "... "]
3. The DAAB Member shall be paid in accordance with Clause 9 of the GCs. The currency of payment shall be _____.

In respect of Sub-Clauses 9.1 and 9.2 of the GCs, the amounts of the DAAB Member's monthly fee and daily fee shall be:

monthly fee _____ per month, and
daily fee of _____ per day
(or as otherwise set under Sub-Clause 9.3 of the GCs).
4. In consideration of the above fees and other payments to be made to the DAAB Member in accordance with the GCs, the DAAB Member undertakes to act as DAAB Member in accordance with the terms of this DAAB Agreement.
5. The Employer and the Contractor shall be jointly and severally liable for the DAAB Member's fees and other payments to be made to the DAAB Member in accordance with the GCs.
6. This DAAB Agreement shall be governed by the law of _____ (if not stated, the law that governs the Contract under Sub-Clause 1.4 of the Conditions of Contract).





DAAB-3

SIGNED by: _____ SIGNED by: _____ SIGNED by: _____
Print name: _____ Print name: _____ DAAB Member

Title: _____ Title: _____ Title: _____
for and on behalf of the for and on behalf of the
Employer Contractor

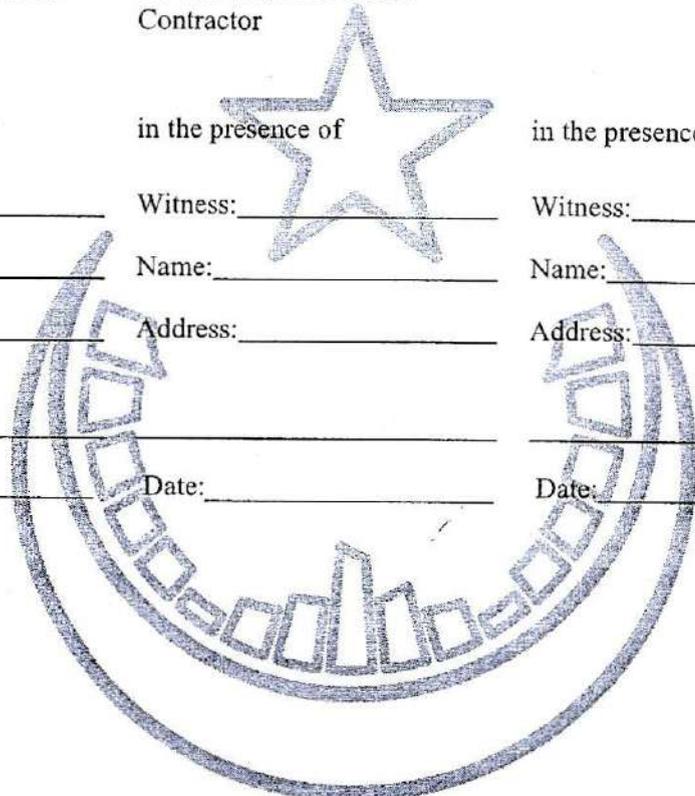
in the presence of in the presence of in the presence of

Witness: _____ Witness: _____ Witness: _____

Name: _____ Name: _____ Name: _____

Address: _____ Address: _____ Address: _____

Date: _____ Date: _____ Date: _____



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MG-1

FORM OF MOBILIZATION ADVANCE GUARANTEE/ BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer')

has entered into a Contract for _____

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

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

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

AND WHEREAS,

(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, on the part of the Contractor, of which the Employer at his discretion of making decision, shall be given by the Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

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

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





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agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

Guarantor
(Scheduled Bank/ Insurance Company)

WITNESS:

Signature _____

1. _____

Name _____

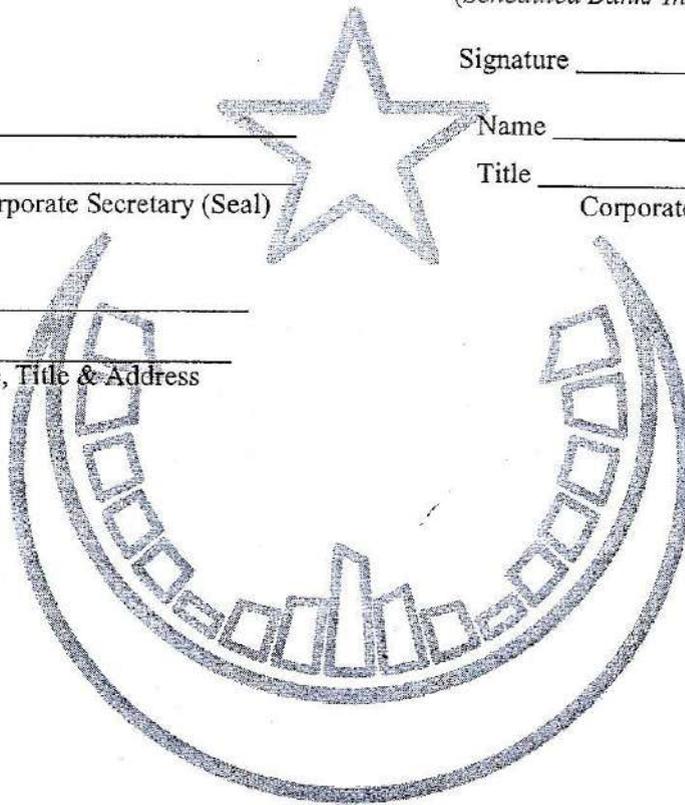
Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



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IB-1

INDEMNITY BOND FOR SECURED ADVANCE AGAINST MATERIAL BROUGHT AT SITE

(ON RS. 300 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 _____ of M/s. _____ 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 change 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 invoke 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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Punjab Central Business District
Development Authority (PCBDDA)

Bidding Documents
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Infrastructure Development of Silicon Valley
(Phase-I) NSIT City



General Conditions of Contract



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Punjab Central Business District
Development Authority (PCBDDA)

Bidding Documents
Volume - I

Infrastructure Development of Silicon Valley
(Phase-I) NSIT City



General Conditions of Contract

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

GENERAL CONDITIONS

FIDIC

2017 Red Book, Reprinted 2022 with amendments

(To be procured by the Contractor)

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

CBD
World Trade Center II - Geneva Airport

PUNJAB
P.O. Box 311

CH-1215 Geneva 15 Switzerland

Email: fidic@fidic.org, fidic.pub@fidic.org

Website: <https://fidic.org/bookshop>





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

Infrastructure Development of Silicon Valley
(Phase-I) NSIT City



Particular Conditions
Part A – Contract Data



**PARTICULAR CONDITIONS
PART A – CONTRACT DATA**



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Part A - Contract Data

Sub-Clause	Data to be Given	Data
1.1.27	Defects Notification Period (DNP):	365 days
1.1.31	Employer's name and address:	<i>Name: Punjab Central Business Districts Development Authority (PCBDDA)</i> <i>Address: CBD Complex (Old Walton Airport), near Naval Base, Lt. (Navy) Yasir Shaheed Road, Lahore.</i>
1.1.35	Engineer's name and address:	<i>Name: National Engineering Services Pakistan (NESPAK).</i> <i>Address: NESPAK House, 1-C, Block N – Model town Extension, Lahore</i>
1.1.84	Time for Completion:	240 days for whole of the Works from the Commencement Date.
1.3(a)(ii)	agreed methods of electronic transmission:	<i>Electronic Transmission</i>
1.3(d)	address of Employer for communications:	<i>CBD Complex (Old Walton Airport), near Naval Base, Lt. (Navy) Yasir Shaheed Road, Lahore.</i>
	address of Engineer for communications:	<i>NESPAK House, 1-C, Block N – Model Town Extension, Lahore</i>
	address of Contractor for communications:	<i>[insert Contractor's address at the time of signing of the Contract]</i>
1.4	Contract shall be governed by the law of:	Islamic Republic of Pakistan
	ruling language:	English
	language for communications:	English
1.6	Contract Agreement	Within 10 days from issuance of Letter of Acceptance
1.8	number of additional paper copies of Contractor's Documents:	05 Nos.
2.1	after receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	No later than the Commencement Date, except for the following parts: 03 days after Commencement Date.
2.4	Employer's financial arrangements	Own Source





Sub-Clause	Data to be Given	Data
3.2 (e)(ii)	Engineer's Duties and Authority	Variation resulting in an increase of the Accepted Contract Amount in excess of one percent (1%) subject to accumulative Variations not exceeding five percent (5%) of the Accepted Contract Amount
4.2	Performance Security (as percentage of the Accepted Contract Amount in Currencies) Percent: 10% Currency: PKR	Ten percent (10%) of the amount stated in the contract document.
4.2.1	List of Insurance Companies	Insurance companies rated by PACRA/VIS having rating AA(+) is acceptable only.
4.7.2	period for notification of errors in the items of reference	Twenty Eight (28) days
4.19	period of payment for temporary utilities	N/A
4.20	number of additional paper copies of progress reports	06 Nos.
5.1(a)	maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	Thirty percent (30%)
5.1(b)	parts of the Works for which subcontracting is not permitted	N/A
6.5	Normal working hours on the Site	12 Hrs per Day.
8.1	Commencement of Works	Within 07 days from the Engineer's Notice to Commence.
8.3	number of additional paper copies of programmes	07 Number of copies.
8.8 & 14.15(b)	Delay Damages payable for each day of delay	0.05% of the Contract Price stated in the Letter of Acceptance for each day of delay in completion of the works.
8.8	maximum amount of Delay Damages	Ten percent (10%) of the Accepted Contract Amount stated in the Letter of Acceptance.
8.14	Applicability of Incentives for Early Completion	N/A.
12.3	Percentage profit	Twenty percent (20%)
13.4.(b)(ii)	percentage rate to be applied to Provisional Sums for overhead charges and profit	Twenty percent (20%)





Sub-Clause	Data to be Given	Data
14.2	Total Advance Payment	Total 10% of Contract Price stated in Letter of Acceptance to be paid in two instalments as per Sub Clause 14.2.2.
14.2.1	List of Insurance Companies	Companies having rating AA(+) rated by PACRA/VIS.
14.2.3	percentage deductions for the repayment of the Advance Payment	Deduction shall be made at the amortization rate of 17.5 % of the value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 2 nd IPC provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount less Provisional Sums has been certified for payment. It may be more than 17.5% in the last installment to ensure full repayment.
14.3	period of payment	one month
14.3(b)	number of additional paper copies of Statements	05 Nos.
14.3 (iii)	percentage of retention	Seven percent (7%)
14.3 (iii)	Limit of retention money (as a percentage of the Contract Price.	Five percent (5%)
14.5(b)(i)	Plant and Materials for payment when shipped	N/A
14.5(c)(i)	Plant and Materials for payment when delivered to the Site	N/A
14.6.2	minimum amount of Interim Payment Certificate (IPC)	100 Million
14.7(a)	period of payment of Advance Payment to the Contractor	28 days
14.7b(i)	period for the Engineer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	14 days.
14.7b(ii)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	28 days.
14.7(c)	period for the Employer to make final payment to the Contractor	56 days
14.8	financing charges for delayed payment	N/A





Sub-Clause	Data to be Given	Data
14.11.1(b)	number of additional paper copies of draft Final Statements	05
14.15	currencies of payment of Contract Price	Pak Rupees
14.15(a)(i)	Proportions or amounts of Local and Foreign currencies	N/A
14.15(c)	currencies and proportions for payment of Delay Damages	Pak Rupees
14.15(f)	rates of exchange	N/A
17.2(d)	forces of nature, the risks of which are allocated to the Contractor	Nil
19.1	permitted deductible limits: i) insurance required for the Works ii) insurance required for Goods iii) insurance required for liability for breach of professional duty iv) insurance required against liability for fitness for purpose (if any is required) v) insurance required for injury to persons and damage to property vi) insurance required for injury to employees other insurances required by Laws and by local practice	i) Ten percent (10%) of loss amount on each & every loss ii) Nil iii) Nil iv) Nil v) Nil vi) Nil Nil
19.1	Periods for submission of insurance: a. evidence of insurance b. relevant policies	Not later than the Commencement Date Within twenty eight (28) day from the Commencement Date
19.2.1(b)	additional amount to be insured (as a percentage of the replacement value)	15% of the replacement value (Accepted Contract Amount)
19.2.2	extent of insurance required for Goods amount of insurance required for Goods	from Ex-Works (i.e., works, factory, warehouse, etc) to delivery at the Site Full replacement value
19.2.3(a)	amount of insurance required for liability for breach of professional duty	Full replacement value of the Works to be designed by the Contractor
19.2.3(b)	insurance required against liability for fitness for purpose	Yes
19.2.3	period of insurance required for liability for	Until the date of issuance of Performance Certificate





Sub- Clause	Data to be Given	Data
	breach of professional duty	
19.2.4	amount of insurance required for injury to persons and damage to property	Injury to person and Fatal case: in accordance with Workmen Compensation Act Damage to Property: <u>as per Third Party Assessment and the number of incident is unlimited.</u>
19.2.6	other insurances required by Laws and by local practice	All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan.
21.1	time for appointment of the DAAB	Within 28 days from the Commencement Date. In case the Accepted Contract Amount is lesser than PKR one (01) billion, appointment of the DAAB shall be made when Dispute arises between the Parties.
21.1	the DAAB shall comprise	<i>"Three Members"</i>
21.1	List of proposed members of DAAB - proposed by Employer proposed by Contractor	[to be inserted at the time of signing of the Contract] 1. _____ 2. _____ 3. _____ 1. _____ 2. _____ 3. _____
21.2	Appointing entity (official) for DAAB members	Chairman Punjab Central Business District Development Authority (PCBDDA) from the list of PEC approved arbitrators published at its website
21.6	Rules of Arbitration	PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive. The place of Arbitration shall be in the Employer's country: <u>Pakistan</u>

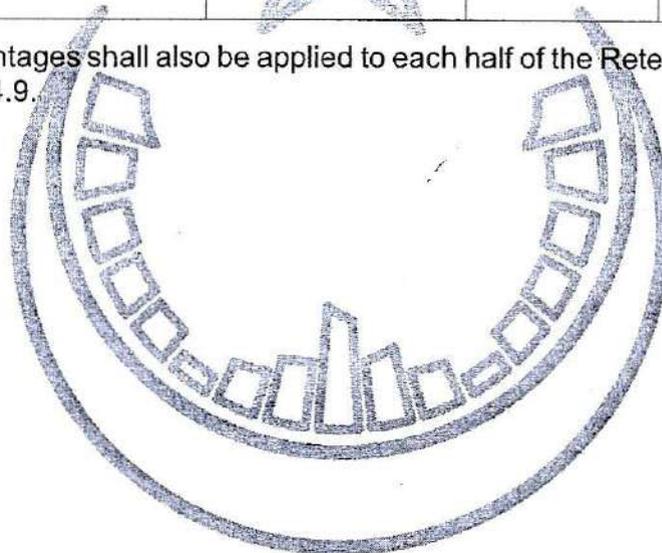




Summary of Sections of the Works

Section Name/Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage* of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)
A			
B			
C			

* These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9.



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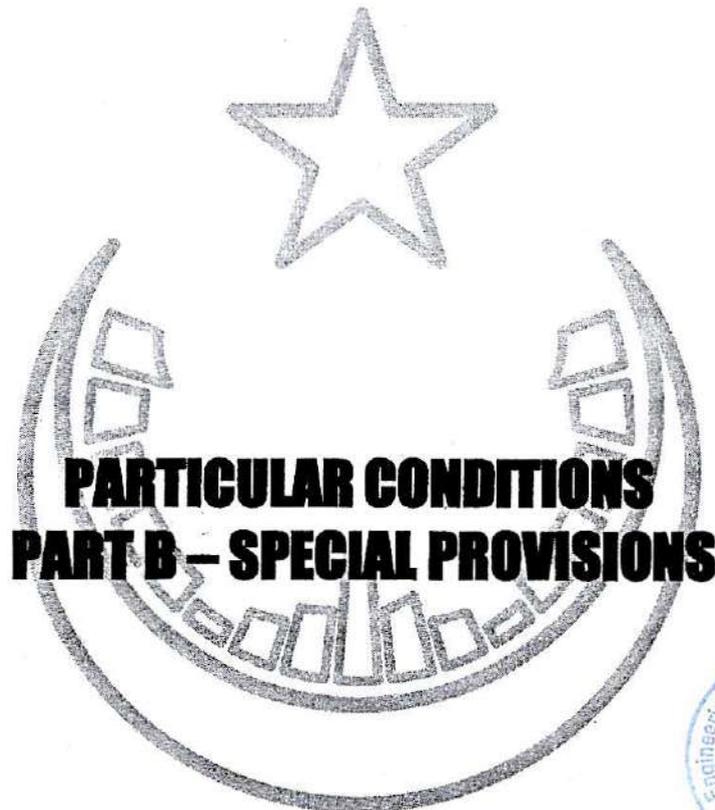
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(Phase-I) NSIT City



Part B – Special Provisions



**PARTICULAR CONDITIONS
PART B – SPECIAL PROVISIONS**



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PART B - SPECIAL PROVISIONS

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PART B - SPECIAL PROVISIONS

1.1 Definitions

1.1.31 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.

1.1.35 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.

1.1.76 "Specifications"

Following is added at the end: "and consists of two parts i.e.,

- (i) "Part A – Specific Provisions"; and
- (ii) "Part B – Technical Provisions".

1.2 Interpretation

"and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).

Sub-paragraph (k) is added:

"(k) The word "tender" is synonymous with "bid" the word tenderer with "bidder", the words "tender documents" with "bidding documents" and "Schedule of Prices" with "Bill of Quantities", as applicable."

1.5 Priority of Documents

The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:

- 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) the Particular Conditions Part A - Contract Data;
- e) the Particular Conditions Part B - Special Provisions;
- f) the General Conditions of Contract;
- g) the Bill of Quantities - (Schedule B to Bid);
- h) the Schedule of Adjustment Data – (Schedule A to Bid);
- i) Completed Schedule of Bids;
- j) the Drawings;
- k) the Specification Part A - Specific Provisions;
- l) the Specification Part B - Technical Provisions;
- m) the JV / Consortium Undertaking (if the Contractor is a JV / Consortium);
- n) EMP;
- o) or any other documents.

The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

1.6 Contract Agreement

In the first line of the first paragraph, the text "35 days" is replaced with "10 days"

In the last line of the 1st paragraph the text "shall be borne by the Employer" is substituted by "shall be borne by the Contractor".

3.1 The Engineer

In sub-paragraph (a) the text "as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)" are added after the words "professional engineer".

3.2 Engineer's Duties and Authority

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 (Subcontractors)
- (b) Any action under Sub-Clauses 8.9 [Employer's Suspension] and 8.12 [Prolonged Suspension]
- (c) Issuance of "Taking Over Certificate" under Sub-Clause 10.1 [Taking Over the Works and Sections];
- (d) Issuing the "Performance Certificate" under Sub-Clause 11.9 [Performance Certificate];
- (e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or





- (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (f) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering];
- (g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money];
- (h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC].

Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer's Duties and Authority] of the General Conditions.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility 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, despite the absence of approval of the Employer, 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 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Following is added after the words "the Employer's consent is required" in 4th paragraph:

"stating that the Employer's consent has been obtained for that specified authority"

4.2 Performance Security

4.2.1 "Contractor's Obligation"

The first paragraph of the this sub-clause is deleted and replaced with the following text:

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 7 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 AA(+) 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 insurance 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 Performance Certificate.

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

4.3 Contractor's Representative

In second paragraph the text "professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)" are added after the words "qualified, experienced".

In the 3rd paragraph the words "28 days" are substituted by "14 days". In 2nd line of 4th paragraph the text "or appoint a replacement" is substituted by "except appointment of a suitable temporary replacement is deployed at the Site"

4.4 Contractors Documents.

4.4.2 As-Build Record"

First paragraph is deleted and the text in the last paragraph is substituted with the following:

"The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works as built. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings.

The price of such Drawings shall be deemed to be included in the Contract Price."





Following Sub-Clause is added:

4.4.4 "Shop Drawings"

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

4.8 Health and Safety Obligations

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

In the event of work being carried out outside the normal working hours and in the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer.

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.

4.20 Progress Report

At the start of sub-paragraph (a) add "Executive Summary, Contract Startup Activities, salient contractual and project information,"

At the end of sub-paragraph (g) the word "and" is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with ";" and the following new sub-paragraphs are added as:

- (i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing;
- (j) monthly summary of daily job record indicating weather conditions, deployment of Contractor's Equipment, labour employment, local material procurement and material import, if any;
- (k) Risk Management;
- (l) Performance Security / Guarantees & Insurances Details;
- (m) Change Management;
- (n) Financial Management;





- (o) Completion of Works and Contract Closure;
- (p) Drone Video Progress Documentary; and
- (q) Time Lapse & Real Time Web Based Progress Centre.

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

1. 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.

2. 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 Lapse high resolutions cameras and setup an un-interrupted web-based progress centre.

5.1 Subcontractors

Add the following text at the end of paragraph (ii):
"under Schedule to Bid"

The following is added at the end of the last paragraph of Sub- Clause 5.1:

"All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub- Clause 15.2.3 [After Termination]."

The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for subcontracts for the Works, and endeavour to employ such contractors as Subcontractors."

5.2 Nominated Subcontractors

5.2.2 Objection to Nomination

In sub-paragraph (c), "and" is deleted from the end of (i); "." at the end of (ii) is replaced with: ", and".





The following is then added as (iii):

"(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [Payment to nominated Subcontractors]."

6.1 Engagement of Staff and Labour

The Following paragraph is added at the end of the Sub-Clause:

"The Contractor shall, to the extent practicable and reasonable, employ staff (not less than 50%) and labour (not less than 85%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan."

6.7 Health and Safety of Personnel

The existing text is substituted with the following:

"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 authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means."

6.8 Contractor's superintendence

Insert at the end of sub-paragraph (a) of this Sub-Clause:

"or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties."

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

"The Contractor's authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council."

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

6.12 Key Personnel





The following is inserted at the end of the last paragraph:

"If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."

The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12:

6.13 Foreign Personnel

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use all reasonable endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.14 Supply of Food stuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

6.15 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.16 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.17 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.





6.18 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

6.19 Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

6.20 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

6.21 Forced Labour

The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

6.22 Child Labour

The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.

6.23 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 (Contractors Records).

6.24 Worker's Organization

The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.

6.25 Non-Discrimination and Equal Opportunity

The Contractor shall not make decisions relating to the employment or





treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

6.26 Epidemics

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

7.7 Ownership of Plant and Materials

The following is added before the first paragraph:

"Except as otherwise provided in the Contract,"

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

"No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:

- (i) remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or
- (ii) replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).





Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.

The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause."

The following Sub-Clause 7.9 is added after Sub Clause 7.8:

7.9 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.

8.1 Commencement of Works

The following is added before the first paragraph:

"After signing of the Contract Agreement by both Parties," and thereafter the word "The" is replaced with the word "the".

The words "14 days" in the second line of the first paragraph are deleted and replaced with the words "7 days".

8.3 Programme

The following text is added after the first paragraph:

The initial programme and each revised programme shall be:

- 1) Developed and presented on Project Management Software Primavera Project Planner P6 or later.
- 2) Developed on the basis of Work Breakdown Structure provided or approved by The Engineer/Employer.
- 3) Detailed up to level 4 or as required by The Engineer/Employer.
- 4) 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.
- 5) BOQ amount should be loaded to each construction activity. Earned Value Management Reporting to be ensured accordingly.
- 6) 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.

8.5 Extension of Time for Completion

The following is added after the first paragraph (c):
"for last five years"

12.2 Method or Measurement

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

"Summary of measured quantity for payment shall be delineated item-wise under four heads namely; "Schedule of Prices Quantity", "Quantity Executed To-date", "Quantity Certified Previously" and "Net Quantity Executed under this Certificate".

12.3 Valuation of the Works

In sub-paragraph (b)(i) the text "10%" is deleted and replaced with the text "25%".

The text of the sub-paragraphs (b)(ii) and (b)(iii) are deleted.

The sub-paragraph (b)(iv) shall be read as sub-paragraph (b)(ii).

The following text is added at the end of sub-paragraph (b):

"If, on the issue of the Taking-Over Certificate for the whole of the Works, it is found that as a result of

- (a) all varied work valued under this Sub-Clause and Sub-Clauses 13.1, 13.2, and 13.3,
- (b) all adjustments upon measurement of the estimated quantities set out in the Bill of Quantities, excluding Provisional Sums, dayworks and adjustments of price made under Clause 13.7,
- (c) but not from any other cause, there have been additions to or deductions from the Contract Price which taken together are in excess of 15 per cent of the "Effective Contract Price" (which for the purposes of this Sub-Clause shall mean the Contract Price, excluding Provisional Sums and allowance for dayworks, if any) then and in such event (subject to any action already taken under any other Sub-Clause of this Clause), after due consultation by the Engineer with the Employer and the Contractor, there shall be added to or deducted from the Contract Price such further sum as may be agreed between the Contractor and the Engineer or, failing agreement, determined by the Engineer having regard to the Contractor's Site and general overhead costs of the Contract. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer. Such sum shall be based only on the amount by which such additions or deductions shall be in excess of 15 per cent of the



Effective Contract Price.

The text of the fifth paragraph is deleted and replaced with the following:

"Each new rate or price shall be derived from any relevant rates or prices specified in the Bill of Quantities. If altered, additional or substituted work includes any item of work, for which no rate is specified in the 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 derivable from MRS input rates, then that rate shall be probed by the Engineer on the basis of market rates, together with the applicable percentage of overhead charges and profit of twenty percent (20%)."

13.4 Provisional Sums

The following paragraph is inserted as the penultimate paragraph:

"The Provisional Sum shall be used to cover the Employer's share of the DAAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members' invoices and the satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3."

13.6 Adjustments for Changes in Laws

The following paragraphs are added at the end of the Sub- Clause:

"Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 (*Adjustments for Changes in Cost*)."

14.2 Advance Payment

14.2.1 Advance Payment Guarantee

The entity issuing the Advance Payment Guarantee and its form shall be as under:

The Advance Payment Guarantee shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan for the amount of the Total Advance Payment in accordance with Sub-Clause 14.2.

In case of Joint Venture, the Advance Payment Guarantee(s) shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.





14.2.2 Advance Payment Certificate

The text of the first paragraph of the Sub-Clause is deleted and replaced with the following text:

"The Employer shall sanction an interest free Advance Payment equal to ten percent (10%) of the Contract Price stated in the Letter of Acceptance. Initially, the Engineer shall issue an Advance Payment Certificate equal to five percent (05%) for the advance payment within 28 days after:

The text of sub-paragraph (a) is deleted and replaced with the following text:

- i. submission of the Performance Security, in the form and issued by an entity in accordance with Sub-Clause 4.2.1 [Contractor's Obligations];
- ii. signing of the Contract Agreement between the Parties in accordance with Sub-Clause 1.6 [Contract Agreement];
- iii. the Advance Payment Guarantee for the Total Amount of the Advance Payment, in the form and issued by an entity in accordance with Sub-Clause 14.2.1 [Advance Payment Guarantee];
- iv. submission of initial programme under Sub-Clause 8.3 [Programme];"

The word "and" at the end of the sub-paragraph (a) is deleted.

The character "." at the end of sub-paragraph (b) is deleted and replaced with the character ";

Following sub-paragraphs (c) & (d) are added after sub-paragraph (b):

- (c) 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 initial programme under Sub-Clause 8.3 [Programme];
 - 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 Advance Payment shall not be subject to retention; and

(d) the Engineer has received a copy of the Contractor's application for the second tranche of advance payment under Sub-Clause 14.2.1 [Advance Payment Guarantee].

14.6 Issue of IPC

14.6.1 The IPC

In the first line of the 1st paragraph the words "28 days" are substituted by "14 days"

14.7 Payment

The words "or through crossed cheque in favour of the Contractor or JV partners. The Payment to JV partners shall be made at the request of the Joint Ventures in the ratio of their shares specified by them" are added at the end of the Sub-Clause.

14.8 Delayed Payment

The text of this Sub-Clause is deleted in its entirety.

The Sub-Clause 14.16 is added after the Sub-Clause 14.15:

14.16 Secured Advance on Materials

(a) The Contractor shall be entitled to receive from the Employer, Secured Advance against an indemnify 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

15.2 Termination for Contractor's Default

"15.2.1 Notice"

Following text is added at the end of sub-paragraph (h) of this Sub-Clause:

"For the purposes of this Contract, corrupt and fraudulent practices have been defined in accordance with PCBDDA Procurement Regulations."

15.4 Payment after Termination

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

"The Employer shall be entitled to sell any of the Contractor's Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause including any outstanding payments to the Subcontractors."

16.2 Termination by Contractor

16.2.1 Notice

The sub-paragraph (j) is deleted in its entirety.

At the end of sub-paragraph (i) "; or" is replaced with "." and at the end of sub-paragraph (h) ";," is replaced with "; or".

In sub-paragraph (f) "84 days" are replaced with "180 days" and text "for reasons not attributable to the Contractor" is added at the end.





17.1 Responsibility for Care for the Works

After the two instances of "Goods" in the last paragraph, the words "Employer-Supplied Materials and/or Employer's Equipment" are added.

The following Sub-Clause 17.7 is added after Sub-Clause 17.6:

17.7 Use of Employer's Accommodation / Facilities

The Contractor shall take full responsibility for the care of the items of the Employer's facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer.

If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor's risk and cost.

18.1 Exceptional Events

The words "or disorder" are replaced with "disorder or sabotage" in sub-paragraph (c) of the Clause.

18.4 Consequence of an Exceptional Event

The following is added at the end of sub-paragraph (b) after deleting the ".":
"including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 (*Insurance to be provided by the Contractor*)."

18.5 Optional Termination

In sub-paragraph (c), the words "and necessarily" are added after the words "was reasonably".

19.1 General Requirements

Following text is added at the end of first paragraph:

"The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer's consent."

Following text is added at the end of third paragraph:

"The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the





insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5."

19.2 Insurance to be Provided by the Contractor

19.2.5 Injury to employees

The words "sickness, disease" are deleted in the third line of first paragraph.

The following Sub-Clause is added after Sub-Clause 19.2.6:

19.2.7 Insurance Company

"The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data and rated by PACRA/VIS of AA(+) rating.

21.6 Arbitration

The word "international" is deleted in the sixth line of first paragraph. The text of sub-paragraph (a) is substituted with the following:

"the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data."

The following Clauses are added after Clause 21:

23 Taxes

The Contractor, Subcontractors and their employees shall be liable to pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such taxes.

24 Integrity Pact

If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor 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, agent or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants.

The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub-paragraph (a) and (c) of this Sub-Clause.

