

BIDDING DOCUMENTS

FOR

**Construction of Storm Water Drainage System in Daska City
(Zone-I and Zone-II)**



**Local Government &
Community Development
Government of the Punjab**

August 2023

MC DASKA

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INVITATION FOR BIDS

TENDER NOTICE
FOR
CONSTRUCTION OF STROM WATER DRAINAGE SYSTEM IN DASKA CITY
(ZONE-I AND ZONE-II)

Municipal Committee, Daska (MC Daska) (hereinafter referred to as the “client”), invites the sealed bids from Contractors / Firms / Manufacturer / Authorized dealers having valid License from **PEC** in category **C2 & Above** with relevant code **CE-09** registered with **FBR & PRA (NTN and PNTN)** concerning **Construction of Strom Water Drainage System in Daska City (Zone-I and Zone-II)**

2. The bidding documents are available immediately after publication (2014 Punjab Procurement Rule 25(1)) at the office of **Municipal Officer (I&S), Municipal Committee Daska** and a complete set of Bidding Documents can be obtained on submission of written application along with deposited slip of Bank of Punjab in the favour of Municipal Committee Daska for Rs.10,000/- (non-refundable fee). Bidding documents shall be issued to owner of the firm by showing original CNIC and / or to Authorized representative of firm having authority letter with specimen signature of representative of firm along with original CNIC.

3. **Single stage two envelopes** bidding procedure will be adopted. The Bids (**Technical & Financial**) prepared in accordance with the instructions given in the Bidding Documents must be accompanied by a Bid Security **2%** of estimated cost in shape of CDR / Bank Guarantee from any Scheduled Bank in Pakistan, for an amount of **Rs. 13,975,358/-** in the name of the Chief Officer, Municipal Committee Daska. Last date for purchase of bidding documents is **08-09-2023**. The Bids (**Technical & Financial**) must be delivered in the office of Chief Officer, Municipal Committee Daska on **09.09.2023 at 11:00 A.M.** The Technical bids will be opened on the same day at **11:30 A.M** in presence of the bidder / bidder's representatives who choose to present.

4. Only technically responsive bidder(s) will be qualified for opening of financial bid(s). Financial bid(s) of bidder(s) found technically nonresponsive shall be returned unopened to the bidder(s).

5. The procuring Authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal under Punjab Procurement Rules 2014 (**Rule-35**).

6. Conditional tender will not be accepted.

7. Tendered rates and amount should be filled in figures as well as in words and tenders should be signed as per general directions given in the tender documents.

8. In case the total tendered amount is equal to or less than 5% of the approved estimated (DNIT) amount, the lowest bidder will have to deposit quality assurance security equal to the amount difference between approved DNIT amount and the quoted bid amount from the Scheduled Bank within 15 days of issuance of notice or within expiry period of bid, whichever is earlier.

9. The bids will be valid for 120 days.

10. In case, the last date of bid submission falls in / within the official holiday(s), the last date for submission of the bids shall be the next working day.

11. A pre-bid meeting will be held on **Aug 31, 2023 at 12:00 PM**, or any other date and time which may separately be notified by the Client to clarify any queries and to answer any questions on matters related to the bidding documents.

12. Estimated cost is Rs. **698,767,859/-**.

Chief Officer
Municipal Committee
Daska

Administrator
Municipal Committee
Daska

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

The Client “Chief Officer MC Daska” intends “**Construction of Storm Water Drainage System in Daska City (Zone-I and Zone-II)**”

Identification and number of Contract is: _____

IB.2 Source of Funds

2.1 The Source of fund is mentioned in bidding data.

IB.3 Eligible Bidders

3.1 The bidder (Firm/ Joint Venture) must fulfill the basic eligibility criteria as per Appendix – M to Bid.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

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

6.2 The Bidders and any of their personnel or agents would be free to visit site 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. BID DOCUMENTS

IB.7 Documents Comprising the Bid

7.1 The Bid Documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders
2. Bidding Data Sheet
3. Special Stipulations

4. Form of Bid & Appendices to Bid
5. Bill of Quantities (Appendix-D to Bid)
6. Form of Bid Security
7. Form of Contract Agreement
8. Forms of Performance Guarantee and Mobilization Advance Guarantee and Form of Indemnity Bond for Secured Advance
9. Special Provisions
10. Environment & Social Management & Monitoring 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 Bidders own risk. Pursuant to Clause IB.26, Bids which are not substantially responsive to the requirements of the Bid Documents will be rejected.

IB.8 Clarification of Bid Documents

8.1 Any prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 7 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bid 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 Bid Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bid Documents pursuant to IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bid Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.

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

C. PREPARATION OF BIDS

IB.10 Language

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

IB.11 Documents Accompanying the Bid

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

11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement (in line with PEC JV modalities) entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement (in line with PEC JV modalities). The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements: -

- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
- (b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
- (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer

11.3 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 Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

12.1 Unless stated otherwise in the Bid Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and / or prices submitted by the Bidder.

12.2 The Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, throughout the duration of the Contract except PRA, shall be included in the rates and prices and the total Bid Price submitted by a bidder.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees only.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data Sheet after the Date of Bid Opening specified in sub-clause IB.23.

- 14.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period or 180 days whichever is more. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each Bidder shall furnish, as part of his Bid, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any Bid not accompanied by an acceptable Bid Security/Earnest money shall be rejected by the Employer as non-responsive.
- 15.4 The Bid security of unsuccessful bidder will be returned by adopting the following mechanism:
- a) Written request certifying that bidder has no objection or grievance against the Procurement process.
 - b) Time for grievance period as provided by Punjab Procurement Rules-2014 has expired.
 - c) If he filed a grievance and same is dismissed by the Grievance Committee.
- 15.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Guarantee and signed the Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid except as provided in IB 22.1;
 - (b) If the Bidder does not accept the correction of his Bid Price pursuant to IB 27.2 hereof; or
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Guarantee, or
 - (ii) Sign the Agreement.
 - (iii) Furnish the required JV agreement within 7-days of the receipt of letter of acceptance.

IB.16 Alternate Proposals by Bidder

Not Applicable

IB.17 Pre-Bid Meeting

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

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bid Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the Bid may be rejected.
- 18.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the Bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Financial Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE PROCEDURE

IB.19 Sealing and Marking of Bids

- 19.1 Each Bidder shall submit his Bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
 - (c) The technical bid should comprise of documents listed in IB11.1 (A) & the Financial Bid should comprise of documents listed in IB 11.1 (B) which shall be placed in separate envelopes in accordance with IB 11.1.
- 19.2 The inner and outer envelopes shall;
- (a) Be addressed to the Employer at the address provided in the Bidding Data Sheet.
 - (b) Bear the name and identification number of the contract as defined in the Bidding Data Sheet, and;
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data Sheet.
- 19.3 In addition to the identification required in IB 19.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data Sheet
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the Bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid package.

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

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

IB.21 Late Bids

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

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

IB.22 Modification and Withdrawal of Bids

22.1 Any Bidder may modify or withdraw his Bid after Bid submission provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of Bidders.

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

22.3 No Bid may be modified by a Bidder after the deadline for submission of Bids except in accordance with IB 22.1 and 27.2.

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

E. BID OPENING AND EVALUATION SINGLE STAGE TWO ENVELOPE PROCEDURE

IB.23 Bid Opening

23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders' designated representatives and anyone who choose to attend. The Financial 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 Financial 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 Financial Bid will remain unopened in accordance with IB .23.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening

- 23.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Financial 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. Financial 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 IB21.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation

- 23.6 Pre-liminary Examination of Technical Bids
- (a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification 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 Financial Bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Financial Bids.
- 23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Financial Bids.

23.10 The Employer shall conduct the opening of Financial 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 Financial 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 Financial Bids and discounts, read out and recorded during the opening of Financial Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Financial Bids.

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

IB.24 Process to be Confidential

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

IB.25 Clarification of Bids

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

25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected

IB.26 Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.
- 26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing or by email which shall be responded accordingly.

IB.27 Correction of Errors

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

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:-
- (a) Making any correction for errors pursuant to Clause IB.27
 - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work.
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation.

- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful Bidder is seriously imbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Guarantee set forth in IB.32 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

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

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

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

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

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, However, the lowest evaluated bidder may further reduce the Bid Price voluntarily without compromising the quality/ quantity.

- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Guarantee, the Employer will promptly notify the other bidders that their Bids have been unsuccessful. No bid security can be returned without exhausting the grievance period or without finally disposing off the complaint of the non-responsive bidder. However, bid security may be returned earlier if any bidder submits affidavit that he is satisfied with the proceedings and hence his bid security may be returned.

IB.32 Performance Guarantee

- 32.1 The successful bidder shall furnish to the Employer a Performance Guarantee in the form and the amount stipulated in the Bidding Data Sheet and the Conditions of Contract within a period of 15 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Agreement

- 33.1 Upon furnishing of acceptable Performance Guarantee under the Conditions of Contract, formal Agreement between the Employer and the successful bidder shall be executed.

IB.34 General Performance of the Bidders

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

The Successful Contractor/Joint Venture shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the work & services.

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

Submission of bids shall be construed as evidence that the bidder has admitted all provisions of the instruction to the bidder.

IB.37 PPRA Act, 2009 and PPR-14 will have over-riding effect

PPRA Act, 2009 and PPR-14 as amended upto date will supersede and will have an over-riding effect in case in case of any contradiction with these Instructions, the Contract, or any other part of the Bidding Documents.

BIDDING DATA SHEET

BIDDING DATA SHEET

The following specific data for the Works 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.

Instruction to Bidders

Clause Reference

Clause IB-1:

Sub-Clause: 1.1 Name and address of the Employer

Chief Officer,

Municipal Committee Daska

Mobile: 052-9200051

E-mail: mcdaska4@gmail.com

Summary of Works

The work included in this Contract are as follows but not limited to these items only.

Part-A (Zone-1)

- Construction of RCC drains
- Construction of brick drains
- Rehabilitation of existing drains
- Construction of RCC culverts
- Desilting of existing drains & syphon
- Penstock including RCC structure.

Part-B (Zone-2)

- Construction of RCC drains
- Rehabilitation of existing drains
- Construction of RCC culverts
- Desilting of existing drains & syphon
- Penstock including RCC structure.

Clause IB-2: Source of Funds

Sub-Clause 2.1

The Project is funded by Government of the Punjab through World Bank.

Clause IB-10: Language of Bid

Sub-Clause 10.1

English

Clause IB-11: Documents Accompanying the Bid

Sub-Clause 11.1:

- A) The Bidder shall submit with its Technical Bid the following documents:

- | | |
|---|------------|
| (a) Letter of Technical Bid | |
| (b) Bid Security | (IB.15) |
| (c) Written confirmation authorizing signatory of the bid to commit the Bidder. | |
| (IB 18.5) | |
| (d) Pending litigation information. | |
| (e) Special Stipulations | Appendix-A |
| (f) Proposed Construction Schedule | Appendix-E |
| (g) Method of Performing the work | Appendix-F |
| (h) Availability of Critical Equipment | Appendix-G |
| (i) Construction Camp and Housing Facilities | Appendix-H |
| (j) List of Sub-Contractor | Appendix-I |
| (k) Organization Chart for Supervisory Staff | Appendix-K |
| (l) Integrity Pact | Appendix-L |
| (m) Technical Eligibility Criteria | Appendix-M |
| (n) Qualification Criteria | Appendix-N |

B) The Bidder shall submit with its Financial Bid the following documents:

- | | |
|-------------------------------|------------|
| (o) Letter of Financial Bid | |
| (p) Bid Security | |
| (q) Bill of Quantities | Appendix-D |
| (r) Estimate Progress Payment | Appendix-J |

Clause IB-13: Currency of Bid and Payment:

Sub-Clause 13.1

The unit rates and the prices shall be quoted by the Bidder entirely in Pakistani Rupees and likewise payments will also be made entirely in Pakistani Rupees.

Clause IB-14 Bid Validity:

Sub-Clause 14.1 Period of Bid Validity

120 Days

Clause IB-15 Bid Security

2% of the Estimated Cost of Rs. 698,767,859/- i.e (13,975,358/- /-)

The bids must be accompanied with Bid Security for the Project in the form of CDR/Bank Guarantee of amount Specified above in the name of the undersigned from a Scheduled Bank of Pakistan. No bid security in cash will be accepted. **Bid security should be attached with the technical bid, otherwise the bid will not be taken into account for evaluation and it will be rejected straight forward.**

Clause IB-16 Alternate Proposals by Bidders

NOT APPLICABLE

Clause IB-17 Pre-Bid Meeting

The pre bid meeting with bidders and their authorize representatives will be held on **Aug 31, 2023** at 12:00 PM in the office of Chief Officer, Municipal Committee Daska or in any other office specified by Client to clarify the issues and to answer any questions on matters related to bid documents

Clause IB-18 Format and Signing of Bid
Sub-Clause 18.4 Format and Signing of Bid

One Original & Three Copies (Two hard and one electronic in USB/DVD) of **Technical Bid** whereas One original and Two copies for **Financial Bid**.

Clause IB-19 Sealing and Making of Bid

Sub-Clause 19.2 (a) Employer's address for the purpose of Bid Submission is as follows:-

Municipal Committee Daska
Mobile: 052-9200051
E-mail: mcdaska4@gmail.com

19.2 (b) Name and Number of the Contract is as follows: -

Contract No. _____

Clause IB-20 Deadline for submission of Bid:

Sub-Clause 20.1 (a)
Venue: Chief Officer, Municipal Committee Daska
Time: 11.00 AM,
Date: Sept 9th, 2023

Clause IB-23 Bid Opening:

Sub-Clause 23.1 (a) Venue, Time and Date of Bid Opening
Venue: Chief Officer, Municipal Committee Daska
Time: 11:30 AM
Date: Sept 9th, 2023

Clause IB-32 Performance Guarantee:

Sub-Clause 32.1

Delete the text sub-clause 32.1 and substitute with the following: -

The Performance Guarantee shall be 05% of **Contract Amount** (work being greater than 50 Million) mentioned in the Letter of Acceptance on the prescribed form [PS-1] in shape of Bank Guarantee from any Scheduled Bank in Pakistan in favor of the Employer.

Add at the end of **Sub-Clause 32.2:**

Next lowest Bidder

In the event, the Performance Guarantee is not provided by the lowest bidder, and the award is annulled, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and technically accepted and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Clause IB-36 Instructions not part of Contract:

Fraud and Corrupt Practices:

Bidders and their sub-contractors under contracts must observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:

- a) Defines, for the purposes of this provision, the terms set forth below are defined as follows:
 - “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
 - “Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation
 - “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - obstructive practice” means (a) deliberately destroying· falsifying· altering· or concealing of evidence material to an investigation by the Employer; making false statements to investigators in order to materially impede an investigation by the Employer; (c) failing to comply with requests to provide information· documents· or records in connection with an office of Anticorruption investigation; (d) threatening· harassing· or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding the Employer’s contractual rights of audit or access to information
 - “Integrity violation” is any act which violates the Government's Anticorruption Policy· including (i) to (v) above and the following: abuse, conflict of interest· violations of the Government sanctions, retaliation against whistleblowers or witnesses· and other violations of the Government’s Anticorruption Policy including failure to adhere to the highest ethical standard.
- b) will reject any Bid/proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- c) will cancel the contract if it determines at any time that its representatives or those of the Bidder were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the selection process or the execution of the Contract; and
- d) will sanction bidders or its successor including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Pakistan if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing Contract
- e) Will have the right to require that consultants permit the Government or its appointed agent to inspect their accounts and records and other documents relating to the

submission of proposals and contract performance and to have them audited by auditors appointed by the government.

**FORM OF BID
AND
APPENDICES TO BID**

Letter of Technical Bid

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

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;

We offer to execute and complete in conformity with the Bidding Documents the following Works:
"Construction of Storm Water Drainage System in Daska City (Zone-I and Zone-II)"

- (a) Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of 120 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;
(b) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 30 days beyond validity of Bid itself.
(c) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).
(d) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

.....

Address.....

Letter of Financial Bid

Date:

Bid Reference No:

(Name of Contract/Works):

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;

(b) The total price of our Bid, excluding any discounts offered in item (c) below is:

(c) The discounts offered and the methodology for their application are:

(d) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) If our Bid is accepted, we commit to obtain a Performance Guarantee and Quality Assurance Security in accordance with the Bidding Documents;

(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.11.1 of the Bidding Data Sheet.

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

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

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

1.	The Engineer's (Consultant) Authority to issue Variation in emergency	2% of the Contract Price stated in the Letter of Acceptance with the written approval of client.
2.	Law applicable	The relevant laws applied in the Province of Punjab.
3.	Amount of Performance Guarantee	The Performance Guarantee shall be 05% of Contract Amount mentioned in the Letter of Acceptance on the prescribed form [PS-1] in the shape of Bank Guarantee from any Scheduled Bank in Pakistan in favor of the Employer.
4.	Time for Furnishing Work Programme	Within 14 days from the date of receipt of Letter of Acceptance.
5.	Minimum amount of Third Party Insurance	The amount of insurance taken out by the Contractor per occurrence with number of occurrences unlimited shall be as follows: a. Bodily injury (any one person) PKR 0.5 (Half Million (Max) b. Fatal Case (any one person) PKR 01 (one) million (Minimum) c. Property Damages Depending upon nature of loss (100% of the Damage)
6.	Time for Commencement	Within 7 days from the date of receipt of Engineer's Notice to Commence which shall be issued within 14 days after signing of Contract Agreement.
7.	Time for Completion	14 Months from the date of Commencement of the Project.
8.	a) Amount of Liquidated Damages	0.1 % of the Contract Price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of Bonus for early completion	Not Applicable.
9.	Defects Liability Period	365 days from the effective date of Taking Over Certificate.
10	Percentage of Retention Money	10 % on the amount of work done up to Rs. 5 million and 5 % on the amount of work done beyond 5 million
11	Limit of Retention Money	05% of Contract Price stated in the Letter of Acceptance.
12	Minimum amount of Interim Payment Certificates (Running Bills)	Greater than PKR. Twenty Million (20 Million) except last 2 IPC's
13	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	30 days
14	List of material	NOT USED
15	Mobilization Advance (Interest Free)	Not Applicable

16	Environment, Health & Safety	Contractor will be bound to comply the Environmental & Social Management & Monitoring Plan and Environmental Health Safety SOPs for Labor/Construction Workers including Women Workers to fulfill E&S safeguards compliance otherwise 1 % of contractual amount will be forfeited upon Engineer's report from last IPC
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NAME OF ELIGIBLE COUNTRIES

All countries of the World with whom Islamic Republic of Pakistan has commercial trade relations.

FOREIGN CURRENCY REQUIREMENTS

NOT APPLICABLE

PRICE ADJUSTMENT

Price adjustment / variation for the materials specified by the Government of Punjab will be paid as per rates issued by Finance department Government of Punjab from time to time and in the line with Punjab Local Government works Rules.

BILL OF QUANTITIES**D. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract (in case of item not mentioned in Bill of Quantities).
3. The rates and prices entered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the contract include all costs of contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore, all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as on the date 14 days prior to dead line for submission of Bids in case of ICB/NCB respectively, shall be included in the rates and prices and the total bid price submitted by the bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and shall not be paid separately.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance
8. Contractor will submit his submittal to Engineer/Employer in case of Non-scheduled items for approval prior to booking to supplier/manufacturer before undertaking the item into execution. Submittal proposed from contractor must comprise minimum three proposed manufacturers to be submitted to Engineer for approval purposes. It will be discretion of Engineer to recommend

for approval one of them or as contractor for other than those manufacturers proposed in shape of submittal by contractor for someone else on equivalency basis.

9. The contractor will also provide the submittals of imported items as stated above. Pre-shipment inspection of the selected manufacturer's equipment will be carried out as per by the engineer/employer. Contractor must submit Bill of lading of such imported equipment prior to transport to site.

10. Work program of level three must be submitted to Engineer/employer along with submittal.

BILL OF QUANTITIES
SUMMARY
ABSTRACT OF TENDER PRICE

Sr. No.	Description	Amount (Rs)
Part-A (Zone-1)		
1	Construction of RCC drains	N/A
2	Rehabilitation of existing drains in the city	N/A
3	Construction of RCC drains culverts	N/A
4	Remodeling of existing drain along Pasrur Bypass Road	N/A
5	Desilting and cleaning of existing Drains	N/A
6	Dewatering of surface water during execution	N/A
7	Penstocks on outfall drain	N/A
Part-B (Zone-II)		
1	Construction of RCC drains	N/A
2	Rehabilitation of existing drains in the city	N/A
3	Construction of RCC drain culverts	N/A
4	Desilting and cleaning of existing drains	N/A
5	Dewatering of surface water during execution	N/A
6	Penstocks on outfall drains	N/A
Part-C		
1	Environment and Social Management & Monitoring Plan	N/A
Total Amount (Rs)		N/A
Note: These rates are exclusive of PRA charges		

Note: All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in-charge

PROPOSED CONSTRUCTION SCHEDULE

The Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid his Construction Schedule in the Bar Chart form 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 program for completion of the whole of the Works and parts of the works may meet Employer’s completion targets in days noted below and counted from the date of issue of Engineer’s Notice to Commence (Bidder to attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
a) Whole Works	_____ days
b) Part-A	_____ days
c) Part-B	_____ days
d) _____	_____ days
e) _____	_____ days

Appendix-F to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization at site of works, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for Storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.
4. Quality control/ Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.
5. Production of Authorization from Original Equipment Manufacturer.
6. Pre-shipment inspection at the factory premises shall be carried out by an independent Third-Party Firm having specialization in the task and possess the relevant professionals of the field. Third Party Validation Firm (TPV) shall be engaged by the Chief Engineer / D.G. (O&M) if required. The expenses in this connection shall be borne by the Contractor.
7. The Contractor should submit appropriate plans detailing how they intend to coordinate the Works with the ongoing system so that the existing system is not disturbed in any manner, and how they will ensure that the necessary facilities are available to enable it.

Note

- The Bidder shall provide the methods for performing the work in such manner that the works falling under the Construction must be in compliance with the Technical Specifications. These shall form part of and be included at the relevant appendix in the respective Contracts.
- Import documents like bill of lading, custom clearance, Air-way bill, port of shipment etc. will be provided by the contractor to the consultant/employer for verification of imported plants & equipment prior to submit the bill invoice of the same.

G-1
Appendix-G to Bid

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

LIST OF MAJOR EQUIPMENT

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						

CONSTRUCTION CAMPS AND HOUSING FACILITIES

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

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

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

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

LIST OF SUBCONTRACTORS

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

Enclosed are documentation outlining experience of sub-contractors, 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)	Sub-Contractor (With Complete Address)
1	2

ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR

(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 owned or controlled by GoP through any 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 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 from GoP.

Name of Employer:.....

Name of Contractor:.....

Signature:.....

Signature:

Seal/Stamp.....

Seal/Stamp.....

Eligibility Criteria

The Bidders (Firm/ Joint Venture) fulfilling the following basic eligibility criteria shall only be considered for further evaluation. (Relevant documents to be attached):

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the category **C2 & Above** with relevant code **CE-09**. In case of Joint Venture, the Lead partner must be registered in the category **C2 & Above** with the relevant code and the other member/s should at least have registration from PEC. No foreign Firm(s) is allowed to participate whether as Single entity or Lead member of JV.
- b) The bidder shall not have conflict of interest in the instant work. All the bidders found to have conflict of interest shall be considered as non-responsive.
- c) Valid legal entity of the bidder / firm/ company e.g. Certificate of registration from SECP or registrar of firms etc.
- d) Certificate of registration with active Income Tax & active Sales Tax under Relevant Authority.
- e) Affidavit on Non-Judicial Stamp paper for No litigation OR submission of Litigation History of last 10 years.
- f) Affidavit declaring “Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been black listed/ defaulted by any government agency / department / organization / Donors or settled dispute in plea bargain or Volunteer recovery”.

Un-signed and un-stamped bids will be rejected.

Note: In case of Joint Venture, all the members have to meet in full the afore-mentioned basic eligibility criteria.

Qualification Criteria

Technical Evaluation will be based on the criteria given in succeeding paras regarding the Bidder's General Experience, Specific Experience, Personnel Capabilities and Equipment Capabilities as demonstrated by the Bidder's responses in the forms attached. The Procuring Agency reserves the right to waive minor deviations, if these don't materially affect the capability of a Bidder to perform the contract. Sub-contractor's experience and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. However, Joint Venture experience & resources shall be considered. Consortium or Association of Contractors will be considered for similar treatment as in case of Joint Venture. The detailed qualification criteria for Technical Evaluation is provided as follows:

Sr.No.	Category	Weightage/Marks
1.	Financial Soundness	30
2.	General & Relevant Experience	45
3.	Personnel Capabilities	15
4.	Equipment Capabilities	10
	Total:	100

The applicants must score total 65 marks and at least 50 % marks in each category, to qualify.

SUB CATEGORY A: FINANCIAL SOUNDNESS

For financial soundness, Letter from Banks and audited financial statements for *last five financial years shall be submitted. if Bank statement (In case of Cash), letter from Banks (In case of Credit Line) & audited financial statements of last five financial years are not attached, no consideration will be given to bidder.*

Sr. No.	Description	Maximum Marks
i)	<p>Available Cash / Bank Credit Line Limit (or combination of both)</p> <p>A= Available Cash/Bank Credit Line limit or combination of both (in PKR Million)</p> <p>(15 - Marks)</p>	<ul style="list-style-type: none"> • Full Marks will be given if “A” is PKR 120 Million or above. • For ‘A’ less than PKR 120 Million, marks will be awarded as: (A/120) *15 • No Marks will be given if “A” is less than PKR 60 Million. <p><u>No marks shall be allotted if Bank statement (In case of Cash) & letter from Bank (In case of Credit Line as proof of Credit Line) is not attached.</u></p>
ii)	<p>Average Working Capital in last Five financial years.</p> <p>A= Average Working Capital in last five financial years (in PKR Million)</p> <p>(15 - Marks)</p>	<ul style="list-style-type: none"> • Full Marks will be given if “A” is PKR 120 Million or above. • For ‘A’ less than PKR 120 Million, marks will be awarded as: (A/120) *15 • No Marks will be given if “A” is less than PKR 60 Million. <p><u>No marks shall be allotted if audited financial statements of last five financial years are not attached.</u></p>
	Sub-total:	30

SUB-CATEGORY B: EXPERIENCE RECORD

Bidder must meet following criteria for evaluation of the experience of the Firm/JV.

Sr. No.	Description	Max. Mark
i)	<p>Projects of General Nature completed over last 05 years.</p> <p>a. Max 03-projects having minimum cost Rs. 350 Million each.</p> <p>(General nature project includes buildings, roads, bridges water supply, water/sewerage treatment etc.)</p> <p>Each project having above-said minimum cost bracket; will have equal marks. (i.e. $3*5=15$)</p>	15
ii)	<p>Projects of similar nature and complexity</p> <p>a. Max 02-projects of Sewerage, Road and allied works having Min Cost Rs. 200 Million each (completed over last 05 years) ($2*5=10$)</p> <p>b. Max 02-projects of Sewerage, Road and allied works having Min Cost Rs. 200 Million each (in hand) ($2*5=10$)</p> <p>Each project having above-said minimum cost bracket; will have equal marks. (i.e. $4*5=20$)</p>	20
iii)	<p>Any construction project with satisfactory completion certificates granted by the departments for the other projects enlisted at Sr. no. i & ii. (02-projects)</p>	10
	Sub-total:	45

SUB-CATEGORY C: PERSONNEL CAPABILITIES

The following key experts at a minimum shall be evaluated:

No personnel will be considered for evaluation if declaration of Professional Staff Employment & availability for this Project (**Form T11-12-13**) **duly signed by authorized signatory** is not attached. Bidder will also provide **affidavit of employee** on judicial stamp paper.

Bidders will submit the detailed particular of his experts considering that all staff **will serve at site full time during execution of works** In case bidder fails to appoint full time Project Manager at site, a penalty of PKR 100,000 will be imposed on monthly basis and in case bidder fails to appoint full time other supporting staff (all personnel or partly) mentioned

below (other than Project Manager) at site, a penalty of Rs. 100,000/- will be imposed on monthly basis.

Sr. No.	Description	Maximum Points
i)	Engineers in employment of the contractor & Registered with PEC a) Number of Civil Engineers (Min 02-No) b) Experience of Civil Engineers (Minimum 07 years)	6 3
ii)	Number of Diploma Engineers in Employment of the Contractor a) Number of Sub Engineers having Diploma in Associate Engineering (Civil) (Min 6-No) b) Experience of Engineers in number of Years (Minimum 05 -years)	3 3
	Sub-total:	15

Bidders will provide **short CVs**, showing details of experts are desired by highlighting the name of expert, qualification, year of graduation or other degree(s), general experience, specific experience, designation, time of association with this firm. Experience certificates, affidavit of employee on judicial stamp paper. No marks if required documents are not attached.

SUB-CATEGORY D: EQUIPMENT CAPABILITIES

The following Equipment shall be evaluated:

Declaration of ownership/lease of Equipment (Form T- 15) duly signed by authorized signatory shall be attached.

Form T-14 shall be filled along with manufacturer authorization.

Sr. No	Equipment Type	Maximum Marks
1	Surveying Equipment (Total Station) (01 Set)	1
2	Dump Truck 2-Ton (01 No.)	1
3	Excavator (01 No.)	1
4	Tractor Trolley [02 No]	1
5	Shuttering/Form Work (20,000 sft)	1
6	Water Bowser (01 No.)	1
7	Generator (50/100 KVA, 01 No)	0.5
8	Wheel Loader (02 No.)	1
9	Dewatering set	1
10	Concrete Mixer (1 bag, 2 No)	1
11	Steel cutting and bending machine	0.5
	Sub-total:	10

Bidder will provide evidence of ownership in case of his purchased equipment or Lease paper in case of any rented equipment OR Affidavit on his letter head that he will arrange the following equipment subject to award the work.

Joint Venture (JV)

Joint Venture must comply with the following requirements: -

- a) Minimum qualification requirements: -
 - i) The lead partner shall meet not less than 50 percent of all qualifying criteria given in paras A to D heretofore.
 - ii) The joint venture must collectively satisfy the criteria of paras A to D, for which purpose the relevant figures for each of the partners shall be added together to arrive at the JV's total capacity.
- b) Any change in a qualified JV after qualification, shall be subject to the written approval of the Employer prior to the deadline for submission of bids. Such approval may be denied if:-
 - i) Partner(s) withdrawn from a JV and remaining partners do not meet the qualifying requirements;

- ii) The new partners to a JV are not qualified individually or as another JV; or
 - iii) In the opinion of the Employer, a substantial reduction in competition would result.
- c) Bid shall be signed by all members in the JV so as to legally bind all partners, jointly and severally, and any bid shall be submitted with a copy of the JV agreement providing the joint and several liability with respect to the contract.

Conflict of Interest

The Bidder (including all members of a JV) must not be associated, nor have been associated in the past, with the consultant or any other entity that has prepared the design, specifications, and other prequalification and bidding documents for the project, or was proposed as Engineer for the contract, over the last Ten years. Any such association may result in disqualification of the Bidder.

Form -T-1

General Information

Bidder (or each Member of a Joint Venture) applying for qualification is required to complete the information in this form.

1.	Name of Firm:	
2.	Head Office Address:	
3.	Telephone:	
4.	Email:	
5.	Type of Organization:	
6.	Place of Incorporation/Registration:	Year of incorporation/registration:
7.	PEC Registration Category: PEC Registration No:	Validity:
8.	NTN#	
9.	Name, Designation, email and Mobile Number of Firm's Representative	

Detail of Owners/ Directors

	Name	Designation	Nationality
1.			
2.			
3.			
4.			
5.			

Financial Soundness

Name of Bidder (Lead Member of a Joint Venture, in case of JV)
--

Bidder (Lead Member of a Joint Venture, in case of JV) applying for qualification is required to provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. A copy of the audited financial statements of the past five (5) financial years must be attached.

Bidder's Legal Name: _____

Date: _____

JV Members Legal Name: _____

Information Balance Sheet

	Year-1	Year-2	Year-3	Year-4	Year-5	Overall Average
Total Assets (TA)						
Total Liabilities (TL)						
Net Worth (TA-TL)						
Current Assets (CA)						
Current Liabilities (CL)						
Average Annual Turnover (AATO)						
Average Annual Turnover						
Financial Resources						
Cash/Bank Balance						
Credit Line Limit						

Form -T-4

Details of Similar Nature Projects Completed

Name of Bidder or Member of a Joint Venture

A separate form with adequate documentary evidence (Completion Certificate indicating Cost of Project) shall be provided for each project in Form T-03.

1.	Name of Contract
	Location
2.	Name of Employer
3.	Employer Address
4.	Nature of Works and special features of the contract
5.	Contract Role (Tick One) (a) Sole Contractor (b) Sub-Contractor (c) Member in JV
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract PKR..... USD.....
7.	Date of Award
8.	Date of Completion
9.	Contract Duration (Years and Months) _____ Years _____ Months

Summary of Fast Track Project Completed

Name of Bidder or Member of a Joint Venture

Bidder and each Member of a Joint Venture applying for qualification is required to complete the information in this form.

Use a separate sheet for each Member of a Joint Venture.

Project Name	Year of Completion	Location	Value in PKR (Million)	Completion Duration

NOT USED

Form -T-10

Details of Fast Track Similar Nature Projects Completed in Last Ten (10) Years

Name of Bidder or Member of a Joint Venture

A separate form with adequate documentary evidence (Completion Certificate indicating Cost of Project) shall be provided for each project in Form T-09.

1.	Name of Contract
	Location
2.	Name of Employer
3.	Employer Address
4.	Nature of
5.	Contr (a)Sole-C (b)Sub-Contractor (c) Member in a JV
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract PKR..... USD.....
7.	Date of Award
8.	Date of Completion
9.	Contract Duration (Years and Months) _____Years _____Months

NOT USED

List of Proposed Staff

Name of Bidder:

_____ *(Bidder or Member of Joint Venture)*

1	Title of Position	
	Name of Candidate	
	Education	
	Experience	
	PEC Registration No.	
2	Title of Position	
	Name of Candidate	
	Education	
	Experience	
	PEC Registration No.	

Candidate Summary

Name of Bidder: _____
(Bidder or Member of Joint Venture)

Position	Candidate	
	Prime	Alternate
Candidate Information	Name of Candidate	Date of Birth
	Professional Qualification:	
PEC Registration No. (Only for Engineer)		
Present Employer	Name of Employer:	
	Address of Employer	
	Telephone:	Fax:
	Job Title of Candidate	Years with Present Employer

Summarize professional experience in reverse chronological order.

From	To	Company	Project	Position	Relevant Technical & Management Experience

Form -T-13

DECLARATION OF PROFESSIONAL STAFF EMPLOYMENT

[To be submitted on Company Letterhead]

TO WHOM IT MAY CONCERN

PROJECT: _____

SUBJECT: DECLARATION OF PROFESSIONAL STAFF EMPLOYMENT & AVAILABILITY

We hereby certify that the personnel nominated in Form-T-11 are employed by our firm and are available for the above-mentioned Assignment.

Yours Sincerely,

COMPANY NAME:

AUTHORIZED REPRESENTATIVE

Equipment Detail

Name of Bidder or Member of Joint Venture

Bidder and each Member of Joint Venture is required to provide adequate information to demonstrate clearly that it has the sufficient capability to undertake the Project. A separate form shall be prepared for each item of equipment listed in the Evaluation Criteria.

Item of Equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased	

Omit the following information if it is owned by the Bidder or Member of JV.

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreement	Details of rental/lease specific to the Project.	

Affidavit of ownership/Availability of Equipment

PROJECT: _____

SUBJECT: DECLARATION OF OWNERSHIP/ LEASE OF EQUIPMENT

We hereby certify that the equipment nominated in T-14 is owned by/Leased by our firm and is available in Pakistan for the above-mentioned Assignment.

Yours Sincerely,

COMPANY NAME:

AUTHORIZED REPRESENTATIVE

AFFIDAVIT FOR CORRECTNESS OF INFORMATION

(To be printed on PKR 100 Stamp Paper)

Name: _____
(Bidder or member of Joint Venture)

I, the undersigned, do hereby certify that all the statements made in the Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Employer deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Employer. Employer undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer

Name of Firm

Date

POSSESSION OF SITE HANDING / TAKING OVER

Name of Sub-Project / Contract Name:

Name of Contractor / Contracting Firm:

Date of Award of Work:

Date of Contract Agreement:

Contract number:

The sub-project (Name of subproject) which pertains to the sites as shown in drawings are integral part of this Contract is hereby handed over to the Contractor M/s _____ on (Date, day, year) in presence of witness.

(Plan attached list of sites being handed over / taken over)

Handed over by

Name:

Designation: Chief Officer MC _____

Cell:

Stamp:

CNIC No:

taken over by (Contractor / Firm)

Name:

Designation:

Cell No:

Stamp:

CNIC No:

PEC No:

Witness (MOI)

Name:

Designation:

I, hereby take over the sites as marked in the plan attached as Annexure-A of this document

Witness:

Designated approved Site Engineer of Contracting Firm

FORMS

**BID SECURITY
PERFORMANCE GUARANTEE
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND**

**BID SECURITY
(Bank Guarantee)**

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

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

Bid Reference No. _____

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

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

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

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract

Agreement for such work and furnish the required Performance Guarantee, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

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

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Guarantee 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:	SURETY (Bank)
1. _____ _____	Signature _____
Corporate Secretary (Seal)	Name _____
	Title _____
	Corporate Guarantor (Seal)

2. _____

Name, Title & Address

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

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void;

otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

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

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

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

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

Guarantor (Bank)

Witness:

1. _____

Signature _____

Corporate Secretary (Seal)

Name _____

Title _____

2. _____
Name, Title & Address

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement 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 after incorporating addenda / Clarification as agreed or otherwise, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract, viz:
 - a. The Contract Agreement;
 - b. The Letter of Acceptance;
 - c. The completed Form of Bid;
 - d. Special Stipulations (Appendix-A to Bid);
 - e. Contract form for execution of work;
 - f. The priced Bill of Quantities (Appendix-D to Bid);
 - g. The completed Appendices to Bid (B, C, E to O);
 - h. Special Provisions;
 - i. The Drawings;
 - j. The Specifications;
 - k. Work Schedule;
 - l. (any other)
3. The contractor will have to complete the work within the stipulated period, according to specifications as mentioned in the acceptance letter and Contract Agreement to the entire satisfaction of the engineer in-charge
4. 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.
5. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

6. That if the contractor fails to comply with any of the conditions of the contract, he will be held liable for the consequences thereof which shall be either in the form of liquidated damages or allotment of work at his risk and cost or both. The damages so incurred shall be recovered from the contractor, either from his security money or his running/outstanding bills. Further, if any information/ document submitted by contractor/ firm, founds false, fabricated, materially incorrect at any stage, he/firm will be liable for blacklisting.
7. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE/BOND

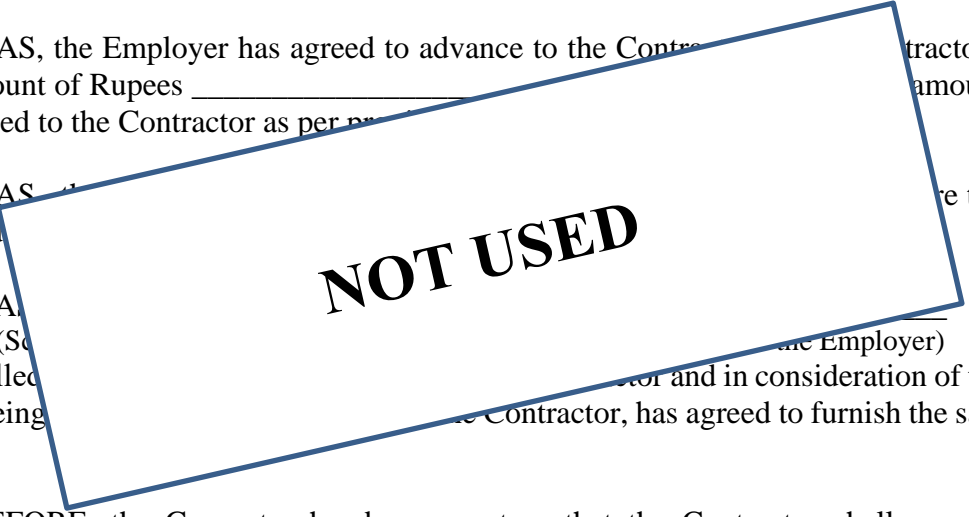
Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer') has entered into a Contract for _____
_____ (Particulars of Contract)
with _____ (hereinafter called the "Contractor").

AND WHEREAS, the Employer has agreed to advance to the Contractor _____ Contractor's
request, an amount of Rupees _____ amount
shall be advanced to the Contractor as per _____

AND WHEREAS _____ the
mobilization advance of _____

AND WHEREAS _____ the Employer)
(Hereinafter called _____ Contractor and in consideration of the
Employer agreeing _____ Contractor, has agreed to furnish the said
Guarantee.



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

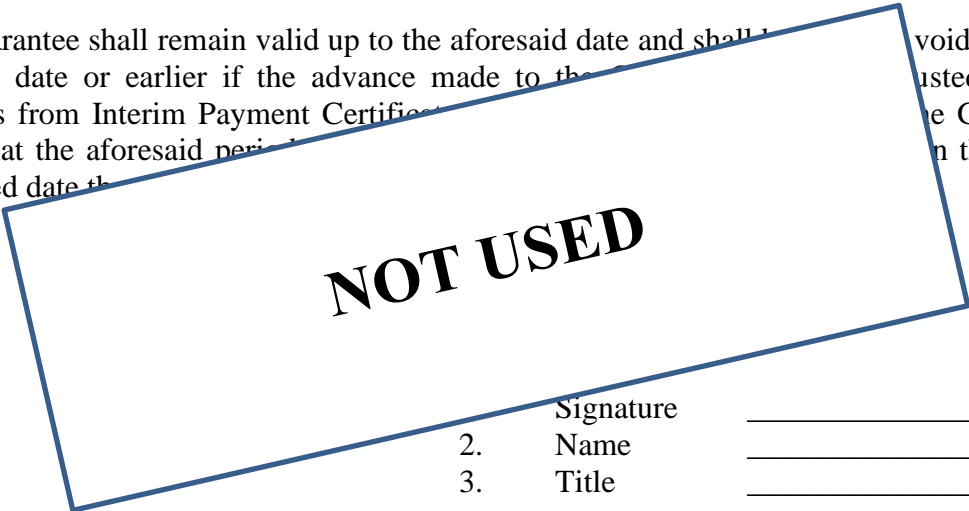
Notice in writing of any default, of which the Employer shall be the sole and final judge, on
the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first
written demand, payment shall be made by the Guarantor of all sums then due under this
Guarantee without any reference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

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

(Date)

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

This Guarantee shall remain valid up to the aforesaid date and shall be void after the aforesaid date or earlier if the advance made to the _____ against payments from Interim Payment Certificates _____ the Guarantor agrees that the aforesaid period _____ in the above mentioned date the _____



Signature _____
2. Name _____
3. Title _____

WITNESS

1. _____

Corporate Secretary (Seal)

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

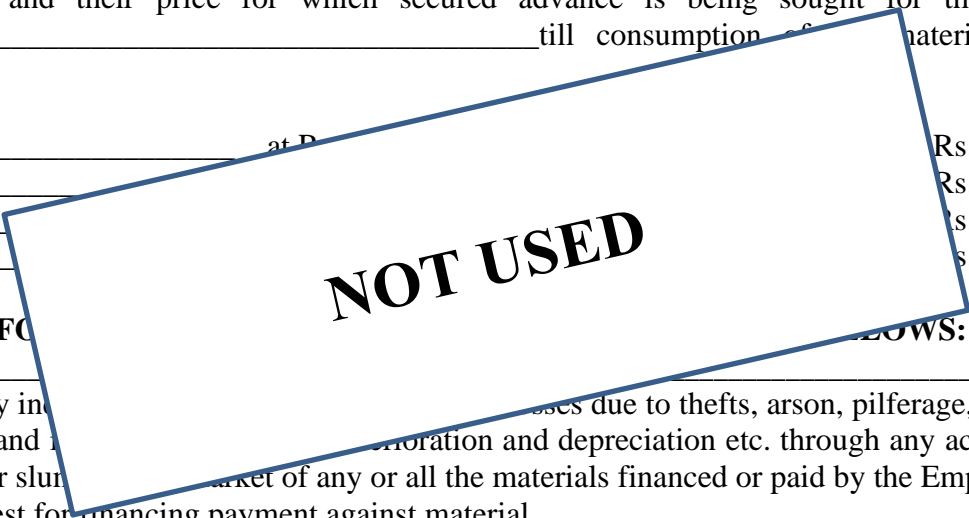
**INDEMNITY BOND
FOR SECURED ADVANCE
AGAINST MATERIALS BROUGHT AT SITE**

(ON RS.40 NON JUDICIAL STAMP PAPER)

This Deed of Indemnity is issued by M/s. _____
_____ (Name of the Contractor) in favour
of M/s. _____ (Name of the Employer).

Whereas _____ (hereinafter called the Employer) 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 material is as under:-

- | | |
|----------|--------------|
| 1. _____ | at Rs. _____ |
| 2. _____ | Rs. _____ |
| 3. _____ | s. _____ |
| 4. _____ | s. _____ |



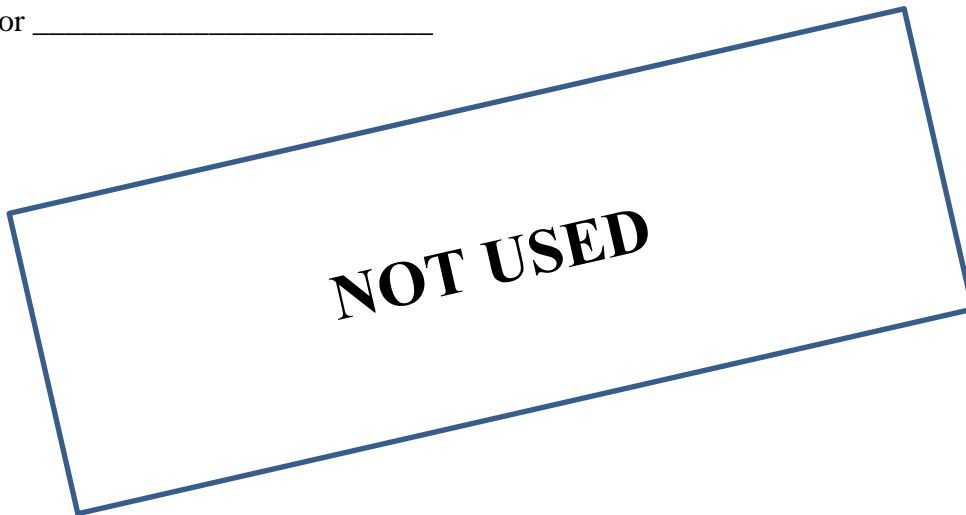
THEREFORE _____
I/We _____
do hereby indemnify _____ against all losses due to thefts, arson, pilferage, loss due to flood and fire, corrosion and depreciation etc. through any act of Man or God or slurrage or loss of any or all the materials financed or paid by the Employer on our request for financing 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 or seek any remedies secured of _____ under the contract Agreement signed with us or otherwise

available under law.

Place _____ Dated _____

Contractor _____



GENERAL / PARTICULAR CONDITIONS OF CONTRACT FOR WORKS

GOVERNMENT OF THE PUNJAB

CONTRACT FORM FOR EXECUTION OF WORK

(To be procured by the Contractor)

Copies of the Contract Form for Execution of Work can be obtained from Finance Department Punjab's Website as well as from the Employer.

SPECIAL PROVISIONS

SPECIAL PROVISIONS (CIVIL WORKS)

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SPECIFICATIONS - SPECIAL PROVISIONS (CIVIL WORKS)

Daska Town is located at 74°21' East and 32°20' North at a distance of 24 km in the north-east of Gujranwala City, 24 Km from Sialkot at its south-west and 24 KM from Wazirabad at its southeast. The present population is 280834, and the projected population by the year 2032 is 375589 at a growth rate of 2.95% per annum. The city's total area is 16.53 km², in the built-up area is 13.00 km².

Scope of the work for this particular project “Construction of Storm Water Drainage System in Daska City (Zone-I and Zone-II)”

The project is of immense importance due to the following reasons:

1. Disposal of the rainwater and provide safety to pedestrians and traffic.
2. Reduction in road accidents.
3. Security of people traveling on the roads.
4. Improvement of environments of the city.
5. Reduction in urban flooding;
6. Alleviating the pressure from existing sewerage system.
7. Elimination of damages to the public as well as private property due to urban flooding
8. Reduction of damages to the road infrastructure due to water stagnancy.
9. Reduction of R&M cost of road infrastructure.
10. Prevention of water contamination and deterioration of its quality;
11. Contributing to the sustainability of urban spaces, making them more resilient to change

There is no suitable arrangement of disposal of storm water in the city and the storm water is presently being collected in the disposal stations through sewers and being disposed of by pumping which not only involves lot of energy and its high cost but also gives long stagnancy periods which results in:

- Obstruction to traffic creating traffic hazards
- Damages to the roads and streets
- Damages to private and public properties
- Inconvenience to the pedestrians
- Refusal of approach to residential and commercial areas.
- Emission of stinking smell from stagnant water
- Breeding of vectors and creation of water related diseases

Municipal services infrastructure has been degraded because of improper repairs and non-replacement of the old, outlived and damaged components due to shortage of money and constrained municipal budgets. If these components are not rehabilitated or replaced at this stage, the services may reach a point where major portion of the infrastructure may have to be closed due to maloperation.

SP-2 DESCRIPTION OF THE WORKS

2.1 The work included in this Contract are as follows but not limited to these items only:

Construction of Storm Water Drainage System in Daska City (Zone-I and Zone-II)

Part-A (Zone-I)

- Construction of RCC drains
- Construction of brick drains
- Rehabilitation of existing drains
- Construction of RCC culverts
- Desilting of existing drains & syphon
- Penstock including RCC structure.

Part-B (Zone-2)

- Construction of RCC drains
- Rehabilitation of existing drains
- Construction of RCC culverts
- Desilting of existing drains & syphon
- Penstock including RCC structure.

SP-3 SITE OF WORKS

The work mainly comprising of “**Construction of Storm Water Drainage System in Daska City (Zone-I and Zone-II)**”

SP-4 SETTING OUT

Setting out data and control points for the construction of the road and allied works will be provided by the Engineer following the Notice to Commence but, in any case, prior to start of work.

SP-5 CLIMATOLOGICAL DATA

Not used.

SP-6 UTILITIES

The Contractor shall directly enquire from the utility companies about availability of connections of electric power supply and telephone lines for his use at the Site. In case of non-availability of electric power supply from national grid to meet his requirements the Contractor shall provide at his own cost electric power generators as necessary for supply of power for the various parts of the Works including his camps, offices, stores, workshops and other installations as well as for the Engineer’s Site office provided under Sub-Clause SP 20.1. The Contractor shall bear all costs for constructing, operating and maintaining the generation system, including the standby generation system, and distribution system including providing diesel, oil or other consumables and all services and necessary attendance to ensure uninterrupted power supply at all times.

The Contractor shall make his own investigations and arrangements for supply of water of acceptable quality for construction requirements and safe drinking water for his staff and workmen and for the staff of the Engineer.

No separate payment will be made to the Contractor for works performed under this Clause and the costs thereof shall be deemed to be included in the rates and prices of the various items in the Bill of Quantities.

SP-7 TOPOGRAPHY AND GEOLOGY OF THE SITE

The details of Topography is with the Employer / Engineer.

SP-8 EXTENT OF WORK

The Contractor shall remove all debris and unsuitable construction to the Engineer's satisfaction with no additional cost.

The Contractor shall construct the Works in accordance with the Drawings and Specifications and as directed by the Engineer. The Contractor shall procure, furnish, provide and arrange all the necessary construction materials, equipment, transportation, fuel, electric power, water and services; be responsible for the construction and maintenance of the construction camps, offices, workshops and warehouses that he may require, and perform all other work necessary for completion of the Works described herein, in complete conformity with the Contract.

SP-9 DRAWINGS

9.1 Bidding Drawings

The Drawings provided as separate volume of Bid Documents and hereinafter referred to as Bid Drawings show the scope of the work to be performed by the Contractor. The Bid Drawings shall not be used as a basis for fabrication or construction, but may be used as the basis for planning, scheduling and placing preliminary orders for materials, subject to corrections based on future issue of Construction Drawings. Any other Drawings if issued through Addenda, before opening of Tenders, shall become part of the Bid Drawings.

9.2 Construction Drawings

After award of Contract, Bidding Drawings will be replaced by Drawings issued by the Engineer for Construction, with such modifications as may be necessary. The Drawings Issued for Construction will include Bid Drawings re-issued, Bidding Drawings modified and additional Drawings as required to develop in greater detail the construction required and shall be referred to hereinafter as "Construction Drawings". The Construction Drawings that show changes from the Tender Drawings and Specifications, will be reviewed by the Engineer for determination of adjustments, if any, of the Contract Price in accordance with the provisions of Clause 51.1, Variations, of the Conditions of Contract. The work shall be executed in conformity with the Construction Drawings.

The Engineer and Contractor shall jointly prepare a schedule for issuance of Drawings Issued for Construction of the various parts of the Works based on a list of drawings provided by the Engineer.

9.3 Checking of Drawings

The Contractor shall carefully check all Construction Drawings as soon as practicable after receipt thereof, and shall promptly advise the Engineer of any errors if discovered.

SP-10 RIGHT TO CHANGE

The Engineer may find it desirable to change location, alignment, dimensions or design of one or more of the features of the Works to conform to the newly disclosed conditions. Toward this end, the Engineer reserves the right to make such reasonable changes, and the Contractor's operations shall be conducted so as to accommodate any such changes in the Works.

SP-11 DRAWINGS/DATA TO BE FURNISHED BY EMPLOYER /ENGINEER

11.1 Procedure for Submittal of Contractor's Drawings

All drawings showing construction details shall be provided by the Employer/Engineer.

11.2 Other Drawings

Other drawings additional to those referred to herein-above required by the Specifications showing proposed methods of constructing Temporary Works and all bar bending schedules shall be submitted by the Contractor to the Engineer for approval.

11.3 Ownership of Drawings etc.

All the drawings, details, and any other information or documents furnished by the Engineer shall become the property of the Employer.

SP-12 COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate and coordinate his work with that of the other contractors working at the Site, to whatever extent may be necessary to complete the Works in accordance with the approved programme and the Engineer's instructions.

SP-13 QUALITY OF MATERIALS

All materials, fixtures, fittings, and supplies furnished under the Contract shall be new and unused, of standard first grade quality and of the best workmanship and design. No inferior or low grade materials and supplies will be either approved or accepted, and all work of assembly and construction shall be done in a first class and workmanlike manner. In asking for prices of materials intended for delivery to the Site and incorporation in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance with these requirements and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

Prior to procurement, the Contractor shall furnish to the Engineer, for his approval, the names of the manufacturers of all equipment and materials which he contemplates incorporating in the Works. With this information, the Contractor shall also furnish such pertinent information as to capacities, efficiencies and sizes, and such other information as may be required by the Engineer. Samples of materials shall be submitted to the Engineer for approval unless waived of by the Engineer. Equipment, materials, supplies and articles installed or used without the Engineer's approval shall be at the risk of subsequent rejection.

The Contractor shall use non-reactive aggregates from suitable quarries for concrete

work. The Contractor shall use deformed steel reinforcement bars rolled from Pakistan Steel Mills billet or equivalent from re-rolling mills proposed by the Contractor and approved by the Engineer.

SP-14 INSPECTIONS AND TESTS

14.1 Inspection

All equipment and materials furnished under the Contract and all work performed in connection therewith under the Contract shall be subject to inspection and testing by the Engineer or his authorized agent at all times and in all stages of completion. Inspection at the manufacturer's plant may be made to determine that the equipment and materials meet the requirements of these Specifications. The Contractor shall notify the Engineer not less than 05 days in advance of the date and place that the equipment or materials will be available for inspection and testing. No equipment or materials shall be transported until inspection at the manufacturer's plant has been made. Acceptance of equipment and materials or the waiving of inspection and testing thereof shall in no way relieve the Contractor of the responsibility for furnishing equipment and materials meeting the requirements of the Contract Documents. Confirmatory tests shall also be carried out at the Site or at an approved laboratory, as instructed by the Engineer. These tests shall be witnessed by the Engineer and performed at no additional cost to the Employer.

Contractor will submit his submittal to Engineer/Employer in case of Non-scheduled items or Items to be imported for approval prior to booking to supplier/manufacturer before undertaking the item into execution. Submittal proposed from contractor must comprise minimum three proposed manufacturers to be submitted to Engineer for approval purposes. It will be discretion of Engineer to recommend for approval one of them or as contractor for other than those manufacturer proposed in shape of submittal by contractor for someone else on equivalency basis. Pre-shipment inspection of the selected manufacturer's equipment will be carried out by the engineer/employer. Contractor must submit Bill of lading of such imported equipment prior to transport to site. Confirmatory tests shall also be carried out at the Site or at an approved laboratory, as instructed by the Engineer. These tests shall be witnessed by the Engineer and performed at no additional cost to the Employer.

14.2 Testing

The Engineer will make such tests on concrete, aggregates, fill materials, reinforcing steel and other materials as he may from time to time select, and the Contractor shall provide at his own cost such samples or assistance in sampling materials at the Site as the Engineer may reasonably require. Testing by the Engineer shall in no way relieve the Contractor of his responsibility to test materials to ensure that they meet all the specified requirements and to control their quality. The Engineer may accept that items manufactured away from the Site meeting the specified requirements without further testing subject to the Contractor furnishing satisfactory proof of compliance with these Specifications in one or more of the ways described below.

The Contractor shall provide free of charge such material testing equipment, labour, materials, electricity, fuel, water, stores, apparatus and feedstock as may be reasonably required by the Employer to carry out the Tests as per the required frequency. Further contractor shall make all kind of arrangements for third party inspection/ Witnessing of Factory Acceptance Tests of major components of manufacturing factory whether

located in Pakistan/abroad for four officials (02 from Employer and 02 from Engineer-In-charge side). All expanses regarding air tickets, visa in case of abroad, boarding/lodging, food, transport, hoteling etc. will be borne by the Contractor and no extra/additional payment will be made to contractor. Contractor shall quote his prices keeping in view of such expanses.

Manufacturer's Certificate of Compliance

In the case of standard labelled stock products of standard manufacture which have a record of satisfactory performance in similar work over a period of not less than five years, the Engineer may accept a notarised statement from the approved manufacturer certifying that the product conforms to the applicable specifications.

Mill Certificates

Regarding materials for which such practice is usual, the Engineer may accept the approved manufacturer's certified mill and laboratory certificates.

Testing Laboratory Certificates

The Engineer may accept a certificate from a renowned commercial testing laboratory, satisfactory to him, certifying that the product has been tested within a period acceptable to the Engineer and that it conforms to the requirements of these Specifications.

Service Record

If a demonstrable satisfactory service record for a period not less than five (05) years is available for a material, certain specified tests may be waived off by the Engineer.

14.3 Cost

The cost of any laboratory, field and shop tests required from any agency of compliance with under Specifications shall be borne by the Contractor.

SP-15 CONSTRUCTION PROGRAMME

15.1 General

The Contractor shall submit his programme for execution of the Works in accordance with Clause 14.1 [*Programme to be Submitted*], under the Conditions of Contract, to the Engineer for approval. The programme may contain adjustments if any, to the CPM (Critical Path Method) based Bar Chart submitted with the Bid. The completion date, milestones, and key targets indicated in Appendix-E to Bid, or dates earlier than the said milestone and key target dates, shall be shown on the construction programme to be submitted by the Contractor. Other dates including rates of progress for various parts of the Works in the construction programme may be changed by the Contractor and submitted for approval. The operations under each section of the programme submitted by the Contractor shall be broken down in greater detail than those shown on the Schedule submitted with the Bid.

The programme shall also show the timing of provision of any facilities the Contractor is required to supply for use by the Employer and the Engineer, in such manner that these shall be available as stipulated in the Contract and instructed by the Engineer.

15.2 Submittals

- (a) The initial submittal of network analysis shall include a description of the major items of construction equipment planned to be used. The description of the equipment shall include the type, number of units, their capacity, etc. The forecast shall include the estimated dates on which each major item of construction equipment will be on the job. The Bar Chart and the Network Analysis shall be submitted within 14 days after receipt of the Letter of Acceptance.

The submittal shall consist of:

- (i) 4 copies of the Bar Chart.
- (ii) A narrative summary of the construction plan.
- (iii) A backup of the schedule files on re-writable CD disks or pen drive.

The Engineer will review the construction schedule and the approved initial submittal will be the Project Baseline Schedule by which the performance of the Contractor will be measured

- (b) Monthly submittals shall show completed progress of each activity during the past month, with forecast for the coming month. Hammock networks shall be incorporated on the Base Line Schedule of activities. Each monthly submittal shall contain:
 - (i) 4 copies of the Bar Chart.
 - (ii) 4 copies of a time scaled logic diagram for the next three months.
 - (iii) A narrative summary of the schedule related issues and status. The narrative shall include discussion of pending schedule changes submitted to the Engineer in the past month.
 - (iv) A backup of the schedule files on rewritable CDs or pen drive.
- (c) The successful bidder shall submit the supervision plan in respect of Environmental Health Safety SOPs and Environment and Social Management & Monitoring Plan on monthly basis along-with other deliverables manifesting the progress activities as per schedule.

15.3 Progress Schedule

Both the bar charts and network analysis schedules shall be continuously monitored and kept current and updated by the Contractor throughout the work, and at least on every milestone date and submitted for approval. The Contractor's schedules shall be available for examination during normal business hours. All revisions shall be accompanied by a detailed explanation of the reasons for the changes and describing any new or modified construction procedure proposed and, if applicable, any steps being taken to improve progress to achieve completion within the Time for Completion.

SP-16 LAY OUT OF WORKS

16.1 Reference Points, Lines and Levels

The Engineer will lay out a reference line or lines in the field with accompanying points and/or bench-marks to enable the Contractor to establish there from survey control for

construction.

16.2 Verification

The Engineer may make checks as the work progresses to verify lines, levels and grades established by the Contractor and to determine the conformance of the work as it progresses with the requirements of the Specifications and the Drawings. Shall not relieve the Contractor of his responsibility to perform all work in accordance with the Drawings and Specifications and the lines, levels and grades given therein.

16.3 Primary Control Points

Based upon the Engineer's basic control, the Contractor shall provide his own primary control points, as needed for the Works, and shall preserve and maintain them until otherwise authorized.

The Contractor shall be responsible for maintaining all survey markers/monuments, and property corners. If any markers/monuments are disturbed or destroyed by the Contractor, the Contractor shall arrange, at his own cost, to retrace and replace them to the entire satisfaction of the Engineer. If a monument cannot be replaced in its original position, the Contractor shall install a witness corner. The Contractor shall complete and file monument reference cards on all monuments as per instructions of the Engineer.

16.4 Construction Surveyors

The Contractor shall provide experienced construction surveyor/s with adequate experience in the construction surveys similar in nature as required by this Contract.

16.5 Basic Control Monument

Based upon the Engineer's established basic control monuments, the Contractor shall establish all lines and grades necessary to control the Works, and shall be responsible for all measurements that may be required for execution of the Works to the tolerance prescribed in Sub-Clause 16.7 below.

16.6 Surveys and Computations

The Contractor shall perform such surveys and computations as are necessary to determine quantities of work performed or placed during each progress payment period, and shall also perform all surveys required by the Engineer to determine final quantities of work in place. The Engineer will determine final quantities based on original ground levels determined by the Contractor and agreed by the Engineer.

The Contractor shall notify the Engineer at least 24 hours before performing a quantity survey and, unless specifically waived, quantity surveys shall be performed in the presence of and agreed by an authorized representative of the Engineer.

16.7 Tolerances

Degree of accuracy for the survey works shall satisfy the following specified tolerances:

- (a) Alignment of tangents and curves shall be within 0.1 foot for 1,000 feet i.e., an accuracy of 1:10,000.

- (b) Structure points shall be set within 0.01 foot accuracy from point to point, except where tighter tolerances are required.
- (c) Cross-section points shall be located within 0.10 foot, horizontally and 0.01 foot vertically.
- (d) Permissible closing error for a levelling line meant for establishing Temporary Bench Mark (TBMs) shall not exceed $0.045 \times \sqrt{M}$ foot, where M is in miles. The permissible closing error shall be duly adjusted.

16.8 Material and Equipment

The Contractor shall provide all materials, equipment and labour required for work.

SP-17 STANDARDS AND SPECIFICATIONS

Except as otherwise provided by these Specifications or the Drawings all materials, equipment and fabrication and testing thereof shall conform to the latest applicable Standards and Specifications contained in the following list or to equivalent applicable Standards and Specifications. Copies of these Standards and Specifications may be purchased from the indicated agency, which publishes them:

- | | | |
|---|--|------|
| - | British Standard | BS |
| - | American Concrete Institute | ACI |
| - | American Society for Testing and Materials | ASTM |

Where relevant Standards and Codes of Practice now quote metric units only, these are to be interpreted as required to the nearest equivalent imperial (foot/pound) unit for the purposes of this Contract.

All materials and workmanship not fully specified herein or covered by an approved Standard shall be of such a kind as is used in first class work and suitable to the climate in the Project Area.

If the Contractor, at any time and for any reason, wishes to deviate from the above standards or desires to use material or equipment not covered by the above standards, he shall state the exact nature of the changes, the reason for making the change and shall submit complete specifications of the materials and equipment to the Engineer for approval.

SP-18 ACCESS TO SITE

18.1 Right of Way for Access and Haul Routes

The Contractor shall be responsible for providing and maintaining access routes for the Works. The right of way for access to the Works from existing roads will be provided by the Employer. The Contractor shall make his own investigations of the condition of available public or private roads and of clearances, restrictions, bridge load limits and other limitations that affect or may affect transportation and ingress and egress at the job sites. The repair and reinstatement of roadways, drain and canal banks if damaged during operation shall be the responsibility of the Contractor without any additional cost to the Employer. The Employer controlled right of way shall be the Right of Way (ROW) available to the Contractor for carrying out the Works.

18.2 Restoration of Site

On completion of the Works, the Site shall be restored by the Contractor to its original conditions as far as practicable and left in tidy condition.

SP-19 FACILITIES TO BE PROVIDED BY THE CONTRACTOR AT SITE

19.1 Contractor's Camps

The Contractor is required to arrange the facility of housing in nearby area of the project for the labour through portable containers or house on rent in compliance with PMDFC SOPs for labour / construction worker including women worker. In case of failure and on lodging of complaint by the labour to the Engineer will result in fining of Rs. 5000 / day. Preference shall be given to utilization of local labour / construction workers.

19.2 Temporary Sanitary Facilities

- (a) The Contractor shall provide adequate temporary sanitary conveniences for the use of his employees and persons engaged on the work, including the Engineer and his employees. He shall ensure that his employees and labour make proper use of the latrines and do not foul the Site.
- (b) In addition to toilet facilities, suitable and adequate washing facilities shall be provided.
- (c) Sanitary facilities shall be located as directed or approved by the Engineer and shall be maintained in a clean and sanitary condition during the entire course of the work.
- (d) The septic tank and/or temporary holding tank(s) shall be kept pumped out at such intervals that the tank(s) will not overflow and contaminate the ground, flowing streams or surface drainage.
- (e) On completion of the Works, sanitary facilities shall be properly disinfected and all evidence of same including temporary buried tanks and foundations removed from the Site.

19.3 Medical Facilities

The Contractor shall arrange provision of adequate medical facilities for his employees.

Adequately equipped dispensary/ies with qualified and experienced staff shall be provided by the Contractor at his camps. In addition suitably equipped first aid stations manned by trained staff shall be provided at strategic locations, to administer first aid treatment at all times free of charge to all persons on the Site, including personnel of the Engineer and the Employer. The nature, number and location of facilities furnished and the Contractor's staff for administering first-aid treatment shall meet the requirements of the Health Services of the Government of Pakistan.

19.4 Operation and Maintenance of the Camps and Facilities

For the purpose of operation and maintenance of the camps and facilities provided as above, the Contractor shall comply with all applicable provisions of the Pakistani Labour Laws and specifically to the following requirements:

- (a) Camp areas shall be kept dry and free from dense vegetation. Measures shall be taken to control dust within the camp area, by water or oil spraying or other approved means.
- (b) Any ponded water around a camp shall be sprayed weekly with oil or other approved anti-malaria liquid.
- (c) The Contractor shall provide garbage collection and disposal services for his construction camps and the Engineer's office. Disposal shall be by burial (landfill) and/or incineration. Disposal area shall be located a sufficient distance away and downwind from camp facilities and offices so as not to create objectionable odours or health hazards. Equipment, methods of collection and disposal and location of disposal areas shall be submitted to the Engineer for approval.
- (d) The interior walls and ceilings of buildings shall be lime washed or painted. The whole of the open spaces around the buildings shall be swept each day and all rubbish removed. The living areas shall be suitable for the climatic conditions. Roof height shall not be less than 10.5 ft. and adequate number of ceiling fans shall be provided.
- (e) Adequate sanitary conveniences, including washing and bathing places shall be maintained at each of the camps. All sanitary fixtures, receptacles, toilet rooms, lavatories and wash rooms shall be cleaned and disinfected at least once every day.

19.5 Drainage

The ground around the buildings shall be graded to slope away from building perimeters so as to provide adequate drainage and shall be thoroughly compacted. Excavated material shall be disposed of by filling in low areas or as otherwise directed by the Engineer.

19.6 Water Supply

The Contractor shall arrange for the water supply for his staff residences, labour camps, site offices, work yards, workshops, and various camp facilities. Construction of pumps, storage tanks, overhead tank, distribution system, and their proper running and maintenance shall be his responsibility. Water shall be supplied to the camps 24 hours a day. Adequate supply of water, cooled in summer, shall be ensured in camps and sites of work. Water samples shall be tested periodically to ensure that it is fit for human consumption.

19.7 Electricity Supply

The Contractor shall provide electricity required for the Works including labour camps, staff residences, offices including the Engineer's Site office and various camp facilities. The Contractor shall also provide sufficient standby electricity supply arrangements for his needs.

19.8 Utility Lines

The Contractor Shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incidental to the protection of and

avoidance of interference with power, telephone, water and other utilities within the areas of his operations in connection with the Contract. No separate payment shall be made for such incidental work. In case the utility lines are required to be relocated the Contractor shall arrange their relocation with the concerned departments and organizations. The Contractor shall obtain cost estimates for relocation of utilities for the Engineer/Employer's approval before execution of the Work. The Contractor shall be reimbursed the actual approved cost carried in by him.

19.9 Handing Over/Removal after Completion

Upon completion of the Works, the Contractor shall remove all the Contractor's camps, labour and staff accommodation, site office, other installations and buildings constructed and all facilities provided by the Contractor under this Clause, and the Site cleared and reinstated to the satisfaction of the Engineer.

19.10 Measurement and Payment

Except as provided in SP-19.8 no separate payment will be made for the work included under the Clause SP-19; the cost thereof is deemed to be included in the rates and prices of other items entered in the Bill of Quantities. The contractor is bound to comply with all the instructions stated in SP-19 and in case of otherwise or if any complaint lodged by the labour to the Engineer / Client, the contractor will be penalized for amounting to Rs. 5000 / day.

SP-20 PROVISION OF FACILITIES FOR THE ENGINEER (FOR CONSULTANT STAFF) /EMPLOYER

20.1 Facilities for Engineer/Employer's Staff:

(a) **Site offices:**

One furnished portacabin with all the requisite accessories for the Engineer / Employer

20.2 Ownership of Site facilities

All facilities/utilities provided by the contractor as stated above in Clause-20.1 will be property of Engineer In charge after successful handing taking over of project and expiration of defect liability period considering that the said amount is included in all items listed in Bill of Quantities.

20.3 Measurement and Payment

No extra/separate payment will be made to Contractor considering that Contractor has quoted his bid keeping in view of such expanses.

SP-21 PROGRESS PHOTOGRAPHS

The Contractor shall furnish to the Engineer every month, for the site of Fifteen colour photographs on CD or pen drive and 4 colour prints of each photograph taken with a digital camera to clearly show the progress of construction. Each photograph shall be submitted in four prints of size 20 cm x 25 cm. Each print shall be marked on the back side with the caption of the activity, date and serial number. There shall be no writing, lettering or marking on the face of the photograph. Progress photographs shall be submitted from the month, following the month in which Notice to Commence is issued

and continued till completion of the Works.

No separate payment will be made for the work specified herein and the cost thereof shall be deemed to be included in the other items of the Bill of Quantities.

SP-22 SITE FACILITIES TO BE PROVIDED BY THE EMPLOYER

22.1 General

Without prejudice to the generality of the various clauses of the Contract and except for the facilities referred to hereinafter, particular attention is drawn to the obligations of the Contractor to make his own arrangements for providing, maintenance and furnishing of labour camps, staff residences, offices, workshops, stores watching and guarding thereof.

The Contractor shall submit his written demand of his requirements of land for his Site Facilities as herein specified, at least 28 days in advance.

22.2 Area for Storage and Workshop

The contractor will arrange an open area of adequate size for the facilities listed in Appendix-H to Tender and approved by the Engineer, for use as storage, and workshop areas. The Contractor shall provide and maintain at his own cost, all fencing, any necessary clearing, land levelling, foundations and above ground structures for sheds, covered areas, workshops, electricity, telephone, water distribution and waste water disposal etc, as he may need to meet his requirements.

SP-23 SAFETY MEASURES AT CONSTRUCTION SITE

- a) Pursuant to the provisions of Sub-Clause, for Safety Measures the Contractor shall observe high standards of safety for men and machines at all times and with regard to safety.
- b) The Contractor shall take all possible measures to protect his personnel from harm. In case of any casualty or injury to any person due to the Contractor's operations, the Contractor shall ensure quality medical treatment and payment of due compensation.
- c) The Contractor shall not permit casual observers to come close to the sites where excavation and other hazardous operations are being performed.

SP-24 ENVIRONMENTAL PROTECTION

The Contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the Works. Except where clearing is required for the Permanent Works, approved construction roads and the Temporary Works, and for excavation operations, all trees and native vegetation shall be preserved and shall be protected from damage which may be caused by the Contractor's construction operations and equipment. On completion of the Works, all work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape. Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replanted, or otherwise corrected as directed by the Engineer at no additional cost to the Employer.

Contractor will get appreciation/performance certificate from Engineer in charge and reward of Rs. 200,000/- upon compliance with E&S attributes at the last IPC on recommendation of DPO-ESM to engineering in charge

Contract may be terminated upon serving of 4th E&S Non-Compliance notice from the DPO-ESM to Engineer in charge.

Contractor will hire services of a Qualified Environmentalist/Manager EHS before the commencement of construction activities under the Sub-Project. (CV to be shared for approval to DPO-ESM)

The Environmental Health Safety SOPs for Labour / Construction Workers including Women workers and Environment and Social Management & Monitoring Plan are attached with this bidding document as **Annexure-1** and **Annexure-II**