



PORT QASIM
FOR OUTWARD INTERNATIONAL FREIGHTS

PORT QASIM AUTHORITY

Bin Qasim Karachi 75020

NOTICE INVITING TENDERS

1. **Port Qasim Authority (PQA)** invites sealed bids from reputed Contractors registered with Pakistan Engineering Council (PEC) Category **C-3** or above, having valid PEC certificate with specialization code **CE-03 & CE-05**, and duly registered with FBR (Federal Board of Revenue) with Tax Payers Registration Certificate & with SRB (Sindh Revenue Board) with Sindh Sales Tax Registration Certificate and also registered with e-Pak Acquisition and Disposal System (e-PADS) for the works mentioned here under:

S. No.	Name of Work	Earnest Money in shape of pay order in favor of PQA	Bid fee by pay order in favor of PQA	Contract Period	Bid Submission & Opening Date
1.	Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25	Rs. = 7.0 Million (Refundable)	Rs. 5,000/= (non-refundable)	Initially, 12 Months,	03-06-2025

2. Bidding documents containing detailed terms and conditions, are available for the interested bidders at the Office of **Director (CM), PQA, Bin Qasim, Karachi**. The documents will be provided upon providing evidence for registration in relevant PEC category, specialization as mentioned above and upon payment of non-refundable bid documents price of **Rs. 5,000/-** (Rupees Five Thousand Only), in the shape of bank draft/pay order from any scheduled bank in Pakistan in favor of **"Port Qasim Authority"**. Bidding documents can also be downloaded from PQA/PPRA website.

3. **Single Stage Two Envelope Procedure, under rule 36 (b)** of PPRA-2004 shall be adopted. One envelope containing information regarding Qualification for bid shall be clearly marked **"Technical proposal"**. The second envelope containing the Bid price shall be accomplished by clearly marked **"Financial proposal"**. Technical Proposal (Volume-I) must be accompanied with Bid security valid for (120) days from the date of Bid opening in the favor of Port Qasim Authority, amounting to Rs. 7.00 Million (Rupees Seven million only) in the form of Pay Order or Bank Guarantee issued by a Scheduled Bank of Pakistan Karachi based having at least AA rating or above from PACRA. Bids without Bid Security in the form of Pay Order / Bank Guarantee shall be rejected.

4. Technical Proposal and Financial Proposal are to be submitted in Conference Room of Administration Building No. 01 PQA on or before **03-06-2025 at 12:00 hrs**. Bids should also be submitted electronically through e-PADS. The envelope containing the Technical Proposal only shall be opened on the same date of submission at **12:30 hrs** in the presence of those Bidders who may wish to be present. Bids received after prescribed time and date shall be rejected.

5. The Financial proposal of technically qualified bidders shall be opened in the presence of bidders or their authorized representatives who may wish to attend. The date, time and venue shall be intimated later. The financial proposal of technically non-qualified bidders shall be returned unopened.

6. Partial and incomplete bids shall not be considered.

7. The PQA reserves the right to accept or reject any or all bids as per PPRA-2004 and no-claim shall be entertained in this regard and Authority's decision shall be final and binding upon all parties/firms. This advertisement along with bidding documents is also available on Port Qasim Authority Official Website www.pqa.gov.pk and on PPRA website at www.ppra.org.pk.

SHAHNAWAZ MANGRIO
SECRETARY, PQA



PORT QASIM

THE GATEWAY TO NATIONAL PROSPERITY

PORT QASIM AUTHORITY
CIVIL MAINTENANCE DEPARTMENT

**“Repair of Quay Wall and Replacement
of Marine Arch Rubber Fenders at
PQA Berth No. 1 & 2, 2024-25”**

**QUALIFICATION OF
CONTRACTORS
VOLUME - I**

2024-25



Techno-Consult International (Pvt.) Ltd.

TITLE OF DOCUMENT

BIDDING AND CONTRACT DOCUMENT

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25

VOLUME - I

INSTRUCTIONS TO APPLICANTS

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

1. BACKGROUND

Port Qasim Authority (PQA) - The Employer is under taking the Works “**Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25**” for this purpose, Bids are called as per Single Stage Two Envelope bidding procedure as stated in Pakistan Public Procurement Rules 36 (b).

2. SCOPE OF WORKS

“**Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25**” to carry out the detailed scope of work, which is provided in the Bill of Quantities (BOQ). However, the general scope comprises the following key activities:

- a) Structural repair works to the existing Reinforced Cement Concrete (RCC) Quay Wall.
- b) Repair or replacement of damaged RCC precast slab panels.
- c) Installation of Mild steel access ladders & Nosing beam angle iron at Quay Wall.
- d) Mechanical cleaning and surface treatment of existing marine bollards.
- e) Replacement of existing damaged arch rubber fenders with new imported rubber fenders.

3. INVITATION OF APPLICATIONS

3.1 PQA invites the applications from the bidders for “**Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25**”.

3.2 This invitation for Bids is open to local firms / Contractors:-

Firms / Contractor shall have to submit with bid the following:-

- (i) Pakistan Engineering Council (PEC) in C-3 Category or above, valid up to June 30th 2025, with specialization code CE-03 and CE-05.
- (ii) Registered with Income Tax Department under FBR (Federal Board of Revenue) on Active Tax Payer list having Tax Payers Registration Certificate.
- (iii) Registered with SRB (Sindh Revenue Board) on active Tax Payer list.
- (iv) Registered with e-Pak Acquisition and Disposal System (e-PADS) of PPRA for the works mentioned here.

- 3.3 Any constructor/firm not meeting the above-mentioned relevant requirement will not be considered for further evaluation and qualification.

4. SUBMISSION OF APPLICATIONS

- 4.1 Applications for qualification (one original and one copy) for the above defined scope of work shall be submitted in sealed envelopes and delivered by hand or through registered mail/courier to:

Director (Civil Maintenance)
PQA Building No.3
Port Qasim Authority
Bin Qasim,
Karachi - 75020
Tele: +92-21-99272158

and be clearly marked “Application for Bid” for “**Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25**”. The name and mailing address of the applicant shall be clearly marked on top left corner of the envelope. Bids should also be submitted electronically through e-PADS.

- 4.2 The applications shall be prepared in English language. Information in any other language shall be accompanied by its certified translation in English. The Employer reserves the rights for rejection of pre-qualification in case of non-compliance of the above requirement.
- 4.3 All pages of the Qualification Documents shall be numbered, stamped and signed by the Authorized person.
- 4.4 Applicants shall respond to all questions and provide complete information as advised in this document. Any false information provided or any lapses to provide essential information may result in disqualification of the applicant.
- 4.5 The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data.
- 4.6 The applicants understand that the Scope of Work described under para 2, stated above.
- 4.7 The applicant’s queries, if any, may be sent to the Employer.
- 4.8 The applicants shall bear all costs associated with the preparation and submission of their application/bid and any further costs incurred in this regard.

5. QUALIFICATION CRITERIA

5.1 GENERAL

Qualification will be based on all the criteria given in succeeding paras 5.2 to 5.5 regarding the applicant's experience, personnel, equipment & financial capabilities as demonstrated by the applicant's responses in the forms provided. In case of equal financial bids of the lowest bidders, only then para 5.6 be referred to and followed.

"Single Stage Two-envelope Procedure" under Rules 36(b) of PPRA Rules 2004 (as amended up to date) will be adopted in selection of the proposals.

The technical evaluation shall be carried out first, followed by the financial evaluation as per evaluation criteria.

PQA reserves the right to waive minor deviations if these don't materially affect the capability of an applicant to perform the contract. Sub-contractor's experience and resources shall not be taken into account in determining the applicant's compliance with the qualifying criteria.

PQA reserves the right to verify or seek clarification of the information furnished by the applicants. PQA may reject any application for any misrepresentation made by any applicant in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by PQA, which is incorrect in any respect.

5.2 PRELIMINARY EXAMINATION

All applications/documents submitted shall be checked for the following items:

5.2.1 Has the **Letter of Application (Annexure-A)** been signed?

5.2.2 Has all information asked for in **Form A-1 to A-9** been provided?

5.2.3 Have all Affidavits required under **Form A-8** been provided and duly signed by the authorized person?

5.2.4 Have audited balance sheets of last **three (03) years** been provided (i.e. for the years 2024, 2023 & 2022)?

Note: If in any case, audited balance sheets provided other than mentioned/required years, valid justification must be provided. If valid justification is not provided, the balance sheets shall be rejected.

5.3 INITIAL SCRUTINY

All the applicants shall be subjected to initial scrutiny using the following criteria:

5.3.1 Valid registration certificate with Pakistan Engineering Council in C-3 Category or above and having at least Specialization Codes CE-03 and CE-05.

5.3.2 At least one (01) number similar nature project having minimum cost of Rs.200 million or above completed during last Ten (10) years.

5.3.3 Valid NTN Certificate from Federal Board of Revenue (should be an Active Tax Payer).

5.3.4 Valid Sales Tax Certificate from Sindh Revenue Board (SRB).

5.3.5 An Affidavit to the effect that the firm is not blacklisted by any previous employer.

5.3.6 An Affidavit to the effect that all documents / particulars / information given with this qualification documents are true.

5.3.7 An Affidavit to the effect that is and the firm is not presently involved nor has been in the past in litigation with its employers. Should this be otherwise, the Applicant must provide such details in form A-7 "Litigation History".

5.3.8 All above affidavits should be provided on non-judicial Stamp Paper.

5.3.9 All above requirements shall be fulfilled by every firm individually in a Joint Venture (JV), except 5.3.2, to qualify for further technical evaluation.

Note: The applicants, who do not fulfill the above mandatory requirements, shall not be considered for detailed evaluations and hence disqualified.

5.4 DETAILED EVALUATION

After the initial screening of all applicants, a detailed evaluation of the applicants shall be undertaken using the following criteria based on the scoring system as follows:

Category	Maximum Marks	Marks
		Minimum Acceptable
Financial	25	12.5
Experience	40	20
Personnel	25	12.5
Equipment	10	5

Note: The firms / bidders who receive less than the specified minimum acceptable marks for each category and aggregate of minimum 70 marks shall be not-qualified/rejected, and their financial proposal will be returned unopened.

5.5 CRITERIA FOR DETAILED EVALUATION

Detailed evaluation criteria are as below:-

5.5.1 Financial Capability

Financial Soundness of an applicant will be considered as follows:

5.5.1.1 The Audited Balance Sheets and Average Working Capital for the last three (03) years **(Form A-3)** must be submitted and should demonstrate the soundness of the applicant's short-term financial health and its operational efficiency. Where necessary, PQA will make inquiries with the applicant's bankers.

5.5.1.2 The Audited Balance Sheets and Annual Turnover for the last three (03) years **(Form A-3)** must be submitted and should demonstrate the soundness of the applicant's financial position, showing long term profitability. Where necessary, PQA will make inquiries with the applicant's bankers.

5.5.1.3 Marks shall be awarded under this category based on the following criteria:

S. No.	Description	Max. Marks Assigned	Criteria for Marks Obtained
a)	Average working capital in last three (03) Years	12	<ul style="list-style-type: none">Eight (08) marks are given if the average working capital for last three (03) years is equal to Fifty (50) million. One (01) additional mark is given for every ten (10) million increase in the working capital.Full, twelve (12) marks are given in case of working capital equal or above Ninety (90) million rupees.
b)	Average Annual turnover in last three (03) years	13	<ul style="list-style-type: none">Eight (08) marks are given if the average annual turnover for last three (03) years is equal to Fifty (50) million. One (01) additional mark is given for every ten (10) million increase in the average annual turnover.Full, thirteen (13) marks are given in case of Average Annual Turnover equal or above One Hundred (100)
Total Marks Allocated		25	

5.5.2. Working Capability

1) Construction Capability

Construction Capability for Projects Completed (Form A-2) will be evaluated on the basis of the following marks:

(Information regarding similar/comparable project(s) is to be supported by documents such as Letter of Intent/ Letter of Award, Job Completion Certificate/ Performance Certificate and any other relevant document).

Marks shall be awarded under this category based on the following criteria:

Capability	Marks	Criteria for Marks Obtained
1. General Civil Engineering Projects other than quay wall and fenders / similar nature projects completed in last ten (10) years.	15	<ul style="list-style-type: none"> Ten (10) marks are given if the contractor has completed one (01) General Civil works project having minimum cost of Rs. 100 million or above in last ten (10) years. Full, fifteen (15) marks will be given if the contractor has completed two (02) or more civil works project having minimum cost of Rs. 100 million or above in last ten (10) years.
2. Projects of Similar nature quay wall and fenders, and complexity completed in last ten (10) years.	25	<ul style="list-style-type: none"> Fifteen (15) marks are given if the contractor has completed one (01) project of similar nature having minimum cost of Rs. 200 million or above in last ten (10) years. Full, twenty-five (25) marks are given if the contractor has completed two (02) or more projects having minimum cost of Rs. 200 million or above of similar nature in last ten (10) years.
Total Allocated Marks	40	

5.5.3. Personnel Capability

1) Personnel Capability for Construction firm

Personnel Capability of Construction completed (Form A-4) will be evaluated on the basis of following marks:

a) Key Personnel for construction firms:

Key Personnel		Requirement	Marks
i.	Project Manager	1	8
ii.	Site Engineer	1	4
iii.	Quality Control / Quality Assurance Manager	1	4
iv.	Scheduling / Planning Engineer	1	4
v.	Quantity Surveyor	1	3
vi.	Surveyor / Site Supervisor	1	2

	Total Marks Allocated		25
--	------------------------------	--	-----------

(Information regarding education qualification, total work experience and specific work experience is to be supported by documents such as copy of education qualification certificate(s)/degree(s) or any other relevant documents and CVs of concerned personal proposed for the above position must be signed by concerned personal himself Engineers should have valid PEC Certificates. Bidder shall ensure availability of all above personal throughout the currency of the Contract.)

Marks for construction's firm key personnel will be given on the basis of the following criteria:

Project Manager (Form A-4 and A-5)

(Must be Bachelor in Civil Engineering from HEC Recognized University)

Additional marks for Masters in relevant engineering discipline	2.0
Total work Experience	Marks
More than 15 years	3.0
10 – 15 years	2.0
05 – 10 years	1.0
Specific Experience (Project Manager)	Marks
More than five (05) projects (worth 50 million and above)	3.0
03 – 05 projects (worth 50 million and above)	2.0
01 – 02 projects (worth 50 million and above)	1.0

Site Engineer (Form A-4 and A-5)

(Must be Bachelor in Civil / Mechanical Engineering or any relevant field from HEC Recognized University)

Total work Experience (years)	Marks
More than 10 years	2.0
05 – 10 years	1.5
03 – 05 years	1.0
Specific Experience (Site Engineer)	Marks
More than five (05) projects (worth 40 million and above)	2.0
03 – 05 projects (worth 40 million and above)	1.5
01 – 02 projects (worth 40 million and above)	1.0

Quality Control / Quality Assurance Manager (Form A-4 and A-5)

(Must be at least Bachelor in Civil/Geology from HEC Recognized University)

Total work Experience	Marks
More than 06 years	2.0
04 – 06 years	1.5
02 – 04 years	1.0

Specific Experience (Quality Control / Quality Assurance Manager)	Marks
More than five (05) projects (worth 30 million and above)	2.0
03 – 05 projects (worth 30 million and above)	1.5
01 – 02 projects (worth 30 million and above)	1.0

Scheduling/Planning Engineer (Form A-4 and A-5)
(Must be Bachelor in Engineering)

Total work Experience	Marks
More than 06 years	2.0
04 – 06 years	1.5
02 – 04 years	1.0
Specific Experience (Scheduling / Planning Engineer)	Marks
More than five (05) projects (worth 30 million and above)	2.0
03 – 05 projects (worth 30 million and above)	1.5
01 – 02 projects (worth 30 million and above)	1.0

Quantity Surveyor (Form A-4 and A-5)
(Must be at least Diploma in Civil Engineering)

Total work Experience	Marks
More than 05 years	1.5
03 – 05 years	1.0
01 – 03 years	0.5
Specific Experience (Quantity Surveyor)	Marks
More than five (05) projects (worth 20 million and above)	1.5
03 – 05 projects (worth 20 million and above)	1.0
01 – 02 projects (worth 20 million and above)	0.5

Surveyor / Site supervisor (Form A-4 and A-5)
(Must be at least Diploma in Civil Engineering or Certificate holder in Surveying from registered institute / organization)

Total work Experience (years)	Marks
More than 05 years	1.0
03 – 05 years	0.75
01 – 03 years	0.5
Specific Experience (years)	Marks
More than five (05) projects (worth 20 million and above)	1.0
03 – 05 projects (worth 20 million and above)	0.75
01 – 02 projects (worth 20 million and above)	0.5

5.5.4 Construction Equipment Capabilities

The applicant should own, or have assured access to (through rented, lease, purchase agreement or other means), the following key equipment (limited to only major items of equipment) in full working order, and must demonstrate that, based on known commitments, these will be available for deployment on the proposed contract or works **(Form A-6)**. The applicant may also list alternative equipment which he would propose for the contract together with an explanation of the alternate proposal.

(Information regarding equipment is to be supported by documents such as ownership paper(s), sale / purchase agreements and / or lease agreements. Bidder shall ensure availability of all above equipment throughout the currency of the Contract.)

Marks will be given on the basis of the following criteria:

S. NO.	EQUIPMENT DESCRIPTION	REQUIRED (NOS.)	OWNED MARKS	LEASED MARKS
1	Barge	01	03	2.25
2	Crane	01	02	1.50
3	Boat	01	02	1.50
4	Concrete Mixer Machine	01	1	0.75
5	Shotcrete Machine	01	1	0.75
6	Pick Up	01	1	0.75
Total Allocated Marks			10	7.5

5.6 DECIDING CRITERIA FOR TIE-BREAKERS

In case of financial bids of more than one bidder being found to be lowest and tied at exactly the same amount/ percentage, the criteria to award the contract will be such that the bidder who secured the most marks in the technical evaluation among the “lowest and tied bidders” will be awarded the contract.

5.7 Joint Venture (JV)

Joint Venture must comply with the following requirements:-

a) Following are minimum qualification requirements:-

- i) The lead partner shall meet not less than forty percent (40%) of all qualifying criteria given in paras 5.4 and 5.5 heretofore.

- ii) Each of the partners shall meet not less than twenty-five (25%) percent of all the qualifying criteria given in paras 5.4 and 5.5 heretofore.
 - iii) The joint venture must collectively satisfy the criteria of paras 5.4, 5.5 and 5.7. For joint venture, working experience, resources and financial soundness of all partners shall be considered.
- b) 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.

6. LITIGATION HISTORY

The applicant should provide accurate information of all litigation or arbitration resulting from contracts completed or under execution over the last ten years **(Form A-7)**. A consistent history of award against the applicant may result in rejection of the application.

In case any submission provided by the firm before bidding and thereafter are found to be incorrect, the Contract awarded to it may be considered for termination.

7. JOINT VENTURE (JV)

Joint Venture (JV) is allowed.

8. CONFLICT OF INTEREST

The applicant has not been associated in the past, with the consultant or any other entity that has prepared the design, specifications, and other post qualification and bidding documents for the project, or was proposed as Engineer for the contract. Any such association may result in disqualification of the applicant.

ANNEXURE-A

TITLE OF DOCUMENT

BIDDING AND CONTRACT DOCUMENT

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25
VOLUME - I

Letter of Application

[Letterhead paper of the Applicant, or partner responsible for a joint venture, including full postal address, telephone no., fax no., telex no., cable and e-mail address]

Date:

To: Director (Civil Maintenance)
Port Qasim Authority
Bin Qasim, Karachi - 75020

Sirs,

1. Being duly authorized to represent and act on behalf of..... (hereinafter "the Applicant"), and having reviewed and fully understood all the qualification information provided, the undersigned hereby apply to be qualified as a bidder of the work for the **"Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25"**
2. Attached to this letter are copies of original documents defining¹:
 - (a) The Applicant's legal status;
 - (b) The principal place of business; and
 - (c) The place of incorporation (for applicants who are corporations); or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
3. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the applicant.
4. Your Agency and its authorized representatives may contact the following persons for further information, if needed.

General and Managerial Inquiries

Contact 1	Telephone 1
Contact 2	Telephone 2

Personnel Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Technical Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

5. This application is made with the full understanding that:
- (a) bids by Qualified applicants will be subjected to verification of all information submitted for Qualification at the time of bidding;
 - (b) Your Agency reserves the right to:
 - (i) amend the scope and value of any contract under this project; in such event bids will only be called from Qualified bidders who meet the revised requirements; and
 - (ii) reject or accept any application, cancel the Qualification process, and reject applications; and
 - (c) Your Agency shall not be liable for any such actions and its consequences and under no obligation to inform the applicant of the grounds for actions at 5(b) here above.
6. We certify that the information provided in Qualification document is correct and final to the best of our knowledge and nothing contained herein, is contrary to the facts as available with the firm's official record and that PQA has complete right to disregard our application should it fail to meet any of their Qualification criteria.
7. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed
Name

TITLE OF DOCUMENT

BIDDING AND CONTRACT DOCUMENT

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25
VOLUME - I

For and on behalf of (Name of Applicant)

APPLICATION FORMS

TITLE OF DOCUMENT

BIDDING AND CONTRACT DOCUMENT

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25
VOLUME - I

Form A-1

General Information

All individual firms applying for qualification are requested to complete the information in this form. Nationality information is also to be provided for foreign owners as required under the PEC Bye-Laws.

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone	Contact Person: Name: Title:
4.	Fax	Telex
5.	Place of Incorporation/Registration	Year of incorporation / registration

NATIONALITY OF OWNERS		
NAME		NATIONALITY
1.		
2.		
3.		
4.		
5.		

Form A-2

Experience of Similar Projects Completed

Name of Applicant:

Applicants and each partner to an application should provide information on their completed contracts along with taking over certificate.

Use a separate sheet for each contract.

1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer Address
4.	Nature of works and special features relevant to the contract for which the Applicant wishes to prequalify
5.	Contract Role (Tick One) (a) Main Contractor <input type="checkbox"/> (b) Sub- Contractor <input type="checkbox"/> (c) Member in a Joint Venture <input type="checkbox"/>
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract Contract Price Currency.....
7.	Equivalent in Pakistani Rupees
8.	Date of Award
9.	Date of Completion
10.	Contract Duration (Years and Months) Years Months

TITLE OF DOCUMENT

BIDDING AND CONTRACT DOCUMENT

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25

VOLUME - I

Form A-3

Financial Capability

Name of Applicant:

Applicants should provide financial information to demonstrate that they meet the requirements stated in the Instructions to applicants. Each applicant must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year) for the **last Three (03) years**, based upon known commitments, projected assets and liabilities in Pak Rupees.

Financial information in Pak Rupees or equivalent	Actual: Previous three (03) year		
	2024	2023	2022
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Profits before taxes			
6. Profits after taxes			

(Continued on Next Page)

TITLE OF DOCUMENT

BIDDING AND CONTRACT DOCUMENT

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25

VOLUME - I

Specific proposed sources of financing to meet the cash flow of the Project, net of current commitments (Instructions to Applicants, para 5.5.1).

Source of Financing	Amount (Pak Rupees or equivalent)
1.	
2.	
3.	
4.	

Attach audited financial statements for the last three years (for individual applicant).

In case of Foreign Firms, if audits are not required by the laws of their countries of origin, they shall submit their balance sheets certified by a registered accountant, and supported by copies of tax returns.

Annual Turnover

The information supplied should be the annual turnover of the Applicant, in terms of the amounts billed to clients for each year for work in progress or completed over the last **three (03) years.**

ANNUAL TURNOVER		
YEAR	TURNOVER (In actual currency)	EQUIVALENT PAK RUPEES (in millions)
1.		
2.		
3.		

Form A-4

Personnel Capabilities

Name of Applicant:

For specific positions essential to contract implementation, Applicants should provide the names of candidate qualified to meet the specified requirements stated for each position in Para 5.5.3. The data on their experience should be supplied on separate sheets using one Form for each candidate (Application **Form A-5**) along with **CV's of candidates**.

S. No.	Title of Position	Name of Personnel
1.	Project / Construction Manager	
2.	Site Engineer	
3.	Quality Control / Quality Assurance Manager	
4.	Scheduling / Planning Engineer	
5.	Quantity Surveyor	
6.	Surveyor / Site Supervisor (Civil)	

Form A-5

Candidate Summary

Name of Applicant:

Position		Candidate [Tick appropriate one] <input type="checkbox"/> Prime <input type="checkbox"/> Alternate
Candidate information	1. Name of Candidate	2. Date of Birth
	3. Professional Qualification	
Present employment	4. Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	Telex
	Job title of candidate	Years with present employer

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

Month / Dates / Years		Company / Project / Position / Relevant Technical and Management Experience
From	To	

TITLE OF DOCUMENT

BIDDING AND CONTRACT DOCUMENT

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25

VOLUME - I

Form A-6

Construction Equipment Capabilities

Name of Applicant:

The applicant shall provide adequate information to demonstrate clearly that he has the capability to meet the requirements for each and all items of equipment listed in the Instructions to applicants. A separate Form shall be prepared for each item of equipment listed in para 5.5.4 of the Instructions to Applicants, or for alternative equipment proposed by the Applicant.

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 Applicant or partner.

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.	

Form A-7

Litigation History

Name of Applicant:

Applicants should provide information on any history of litigation or arbitration resulting from contracts executed in the last ten years or currently under execution (Instructions to Applicants, Para 5).

Year	Award FOR or AGAINST Applicant	Name of Client, Cause of Litigation, and matter in dispute	Disputed Amount (Current value in PKR)

Form A-8

Additional Information

Name of Applicant:

Additional Information

1. Valid certificate of Registration with Pakistan Engineering Council.
2. Certificate of registration with Income Tax Department in Pakistan and Income Tax Return for the last three years.
3. Certificate of registration with Sindh Revenue Board.
4. An affidavit to the effect that the Applicant has never been black-listed by any previous employer.
5. An affidavit to the effect that all documents / particulars / information given with this qualification document are true.
6. An affidavit to the effect that the Applicant has never indulged in corrupt, fraudulent or collusive practice for procuring contracts.
7. An affidavit to the effect that the firm is not presently involved nor has been in the past in litigation with its employers. Should this be otherwise the Applicant must provide such details in form A-9 "Litigation History".
8. Integrity Pact attached as Application **Form A-9** duly signed.
9. Any other pertinent information in support of this qualification should also be furnished.

Disqualification of Supplier and Contractors,

"PQA shall disqualify any applicant if it finds, at any time, that the information submitted by him concerning his qualification is false and materially inaccurate or incomplete."

Form A-9

Integrity Pact

DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS OF GOODS, SERVICES & WORKS

_____ [the Seller/Supplier/Contractor] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

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

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosures, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation or 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 right and remedies available to (GoP) under any law, contract or other instrument, be avoidable at the option of (GoP).

Notwithstanding any rights and remedies exercised by (GoP) in this regard, [the Seller/Supplier/Contractor] 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 [the Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from (GoP).

Name of Employer.....

Name of Applicant.....

Signature.....

Signature.....

Seal

Seal

TITLE OF DOCUMENT

BIDDING AND CONTRACT DOCUMENT

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25

VOLUME - I



PORT QASIM

**PORT QASIM AUTHORITY
CIVIL MAINTENANCE DEPARTMENT**

**“Repair of Quay Wall and
Replacement of Marine Arch
Rubber Fenders at PQA
Berth No. 1 & 2, 2024-25”**

VOLUME – II

**INVITATION FOR BIDS
INSTRUCTIONS TO BIDDERS
BIDDING DATA
EVALUATION CRITERIA & QUALIFICATION UPDATING FORMS
LETTER & SCHEDULES OF BID
FORMS OF BID
CONDITIONS OF CONTRACT (PART I & II)
SPECIFICATIONS - TECHNICAL & SPECIAL PROVISIONS**

2024-25



Techno-Consult International (Pvt.) Ltd.

Head Office: TECHNO HOUSE, 37-K/6, PECHS, Karachi-75400, Pakistan,

☎: (92-21) 34530630-32, ☎: (92-21) 34546606

Email: email@techno-consult.com

Web: www.techno-consult.com

TITLE OF DOCUMENT:

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25

TABLE OF CONTENTS

INVITATION FOR BIDS	1
INSTRUCTIONS TO BIDDERS (IB)	3
BIDDING DATA (BD)	23
EVALUATION CRITERIA AND QUALIFICATION UPDATING FORMS	27
LETTER OF BID AND SCHEDULES TO BID.....	40
STANDARD FORMS	67
CONDITIONS OF CONTRACT	80
GENERAL CONDITIONS (GC)	81
PARTICULAR CONDITIONS (PC)	82
Part A - Contract Data.....	82
Part B - Special Provisions	87
SPECIFICATIONS (SP)	97
Part A - Specific Provisions	97
Part B - Technical Provisions	97

INVITATION FOR BIDS

INVITATION FOR BIDS

Date: _____
 Loan / Credit No. (if any): _____
 Bid Reference No. (if any): _____

1. The **Director (Civil Maintenance), PQA** ("The Employer") has applied/received/approval for funding from the **Port Qasim Authority** towards the cost of **Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25** and it is intended that part of the proceeds of this funding will be applied to eligible payments under the Contract for the:

"Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25" to carry out the detailed scope of work, which is provided in the Bill of Quantities (BOQ). However, the general scope comprises the following key activities:

- a) Structural repair works to the existing Reinforced Cement Concrete (RCC) Quay Wall.
 - b) Repair or replacement of damaged RCC precast slab panels.
 - c) Installation of Mild steel access ladders & Nosing beam angle iron at Quay Wall.
 - d) Mechanical cleaning and surface treatment of existing marine bollards.
 - e) Replacement of existing damaged arch rubber fenders with new imported rubber fenders.
2. The Employer invites sealed bids on **single stage two-envelope** bidding procedure basis from eligible bidders prequalified for the above stated Works.
 3. Bidders may obtain further information from, inspect at and acquire the Bidding Documents from the office of the Employer, at:

Director (Civil Maintenance)
PQA Building No.3
Port Qasim Authority
Bin Qasim,
Karachi - 75020
Tele: +92-21-99272158
 4. A complete set of Bidding Documents may be purchased by an interested Bidder on submission of a written application to the above office and upon payment of a non-refundable fee of **PKR. 5,000** (Pakistani Rupees Five Thousand).
 5. Bids must be accompanied by a Bid Security in the amount of **PKR. 7.0 Million** (Pakistani Rupees Seven Million) in an equivalent amount in a freely convertible currency, and must be delivered to **Director (Civil Maintenance), PQA Building No.3, Port Qasim Authority, Bin Qasim**, at or before **1200** hours, as per Notice Inviting Tenders (NIT). Bids will be opened at **1230** hours on the same day, in the presence of Bidder's representatives who choose to attend at the same address.
 6. Bidders wishing to offer discounts, shall be allowed to do so, provided those discounts are included in the Bids.

INSTRUCTIONS TO BIDDERS (IB)

INSTRUCTIONS TO BIDDERS

Table of Contents

Table of Contents

A.	General.....	6
	IB 1. Scope of Bid.....	6
	IB 2. Source of Funds.....	6
	IB 3. Eligible Bidders.....	6
	IB 4. Eligible Materials, Equipment and Services.....	7
	IB 5. One Bid per Bidder.....	7
	IB 6. Site Visit.....	7
B.	Bidding Documents.....	7
	IB 7. Contents of Bidding Documents.....	7
	IB 8. Clarification of Bidding Documents, Pre-Bid Meeting.....	8
	IB 9. Amendment of Bidding Documents.....	9
C.	Preparation of Bids.....	9
	IB 10. Cost of Bidding.....	9
	IB 11. Language of Bid.....	9
	IB 12. Documents Comprising the Bid.....	9
	IB 13. Bid Prices.....	11
	IB 14. Currencies of Bid and Payment.....	12
	IB 15. Bid Validity.....	12
	IB 16. Bid Security.....	12
	IB 17. Alternate Proposals by Bidder.....	13
	IB 18. Format and Signing of Bid.....	14
D.	Submission of Bids.....	15
	IB 19. Sealing and Marking of Bids.....	15
	IB 20. Deadline for Submission of Bids.....	15
	IB 21. Late Bids.....	16
	IB 22. Modification, Substitution and Withdrawal of Bids.....	16
E.	Bid Opening and Evaluation.....	16
	IB 23. Bid Opening.....	16
	IB 24. Process to be Confidential.....	17
	IB 25. Clarification of Bids.....	17
	IB 26. Examination of Bids and Determination of Responsiveness.....	18
	IB 27. Nonmaterial Nonconformities.....	18
	IB 28. Correction of Arithmetic Errors.....	19
	IB 29. Evaluation and Comparison of Bids.....	19

IB 30. Abnormally Low Bids.....	20
IB 31. Unbalanced or Front Loaded Bids.....	20
F. Award of Contract.....	20
IB 32. Award Criteria.....	20
IB 33. Employer's Right to Annul the Bidding Process.....	21
IB 34. Notification of Award.....	21
IB 35. Performance Security.....	21
IB 36. Signing of Contract Agreement.....	21
IB 37. Integrity Pact.....	22
IB 38 Instructions not Part of Contract.....	22
IB 39 Corrupt and Fraudulent Practices.....	22
Bidding Data.....	23
Evaluation Criteria and Qualification Updating Forms.....	27
Letter of Bid and Schedules to Bid.....	40
Letter of Bid.....	41
Schedule-A to Bid: Schedule of Adjustment Data.....	43
Schedule-B to Bid: Bill of Quantities.....	49
Schedule-C to Bid: Construction Schedule.....	57
Schedule-D to Bid: Method of Performing the work.....	58
Schedule-E to Bid: List of Major Equipment.....	59
Schedule-F to Bid: Organization chart for the supervisory staff and labour	62
Schedule-G to Bid: List of Subcontractors.....	63
Schedule-H to Bid: Estimated Progress Payments.....	64
Schedule-I to Bid: Construction camp and housing facilities.....	65
Schedule-J to Bid: Integrity Pact.....	66

INSTRUCTIONS TO BIDDERS

[Mandatory Provisions not to be amended/substituted except as instructed by PEC in writing]

A. GENERAL

- | | | | |
|-------------|-------------------------|-----|--|
| IB.1 | Scope of Bid | 1.1 | The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”. |
| | | 1.2 | The successful Bidder will be expected to complete the Works within the time specified in the Bidding Data . |
| IB.2 | Source of Funds | 2.1 | The Employer has applied for/received a funding from the source(s) in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this funding will be applied to eligible payments under the Contract for which these Bidding Documents are issued. |
| IB.3 | Eligible Bidders | 3.1 | <p>This Invitation for Bids is open to all Bidders meeting the following requirements at the time of submission of Bids and thereafter:</p> <ul style="list-style-type: none"> (a) Duly prequalified for this bidding process; (b) Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works in the relevant field of specialization. <p>However, a Foreign Constructor can submit provisional licence with its Bid but the Foreign Constructor will be required to submit standard licence after award of Contract and before start of work.</p> <p>Foreign Constructor shall not be eligible to participate in bidding individually. Foreign Constructor shall enter into joint venture with Pakistani Constructor registered with the Pakistan Engineering Council in equivalent/compatible category and submit the joint venture agreement to the Employer before participating in bidding in accordance with PEC Construction and Operation of Engineering Works Bye-laws, 1987;</p> <ul style="list-style-type: none"> (c) Pakistani Constructor must be on Active Taxpayer List of the Federal Board of Revenue and provincial revenue authority/ board where applicable; and (d) All partners constituting the Bidder including proposed subcontractors do not appear in the list of debarred/blacklisted firms and individuals on the websites of PEC and Federal & Provincial Procurement Regulatory Authorities and have not been declared debarred/blacklisted by foreign country, international organizations or other foreign institutions. |

- | | |
|--|---|
| IB.4 Eligible Materials, Equipment and Services | <p>4.1 All materials, equipment and services to be supplied under this Contract shall have their origin in eligible countries described under paragraph 4.4 hereunder.</p> <p>4.2 For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>4.3 The origin of Goods and Services is distinct from the nationality of the Bidder.</p> <p>4.4 Eligible countries to participate in this bidding process are those which have been notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL); information can be accessed through following link: http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L</p> |
| IB.5 One Bid per Bidder | <p>5.1 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.17) will be disqualified.</p> |
| IB.6 Site Visit | <p>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.</p> <p>6.2 The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.</p> |

B. BIDDING DOCUMENTS

- | | |
|---|--|
| IB.7 Contents of Bidding Documents | <p>7.1 The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9:</p> |
|---|--|

1. Instructions to Bidders;
2. Bidding Data;
3. Evaluation Criteria and Qualification Updating Forms;
4. General Conditions (GC);
5. Particular Conditions (PC):
 - Part A - Contract Data;
 - Part B - Special Provisions;
6. Specifications (SP):
 - Part A - Specific Provisions;
 - Part B - Technical Provisions;
7. Letter of Bid;
8. Schedules to Bid;
9. Standard Forms:
 - (i) Form of Bid Security;
 - (ii) Letter of Acceptance;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Performance Security;
 - (v) DAAB Agreement;
 - (vi) Form of Mobilization Advance Guarantee;
10. Drawings.

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

**IB.8 Clarification
of Bidding
Documents,
Pre-Bid
Meeting**

- 8.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than the period specified in the **Bidding Data**, prior to the deadline for submission of bids.
- 8.2 Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.
- 8.3 The Employer may, on his own or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, are as stipulated in the **Bidding Data**. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 8.4 The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.

- 8.5 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause IB.7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 8.6 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents listed in Sub-Clause IB.7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 Such addendum shall be issued not later than number of days prior to the deadline for submission of bids, specified in the **Bidding Data**. To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20.

IB.10 Cost of Bidding

C

C. PREPARATION OF BIDS

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

IB.11 Language of Bid

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

IB.12 Documents Comprising the Bid

- 12.1 Each Bidder shall:
- (a) submit duly filled in, signed and stamped Letter of Bid and completed Schedules to Bid as required, including priced Bill of Quantities, in accordance with Clause

IB
.1
8
he
re
of;

- (b) Submit Bid Security in accordance with Clause IB.16 hereof;
- (c) submit alternative proposal, if permissible in accordance with Clause IB.17;
- (d) Submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature;
- (e) Submit the Qualification Updating Forms duly filled in, signed and stamped along with requisite attachments, to establish that the Bidder continues to meet the Eligibility and Qualification Criteria set out in the Pre-Qualification Documents and as provided in the Section “Evaluation Criteria and Qualification Updating Forms”;
- (f) Furnish a technical proposal taking into account the various Schedules to Bid, specially the following:
 Schedule-C to Bid, Proposed Construction Schedule;
 Schedule-D to Bid, Method of Performing the Work;
 Schedule-E to Bid, List of Major Equipment;
 Schedule-F to Bid, Organization Chart for Supervisory Staff;
 And other pertinent information, such as mobilization programme, etc.

12.2 Bids submitted by a joint venture of two (2) or more firms specified in **Bidding Data**, shall comply with the following requirements:

- (a) The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;
- (b) One of the joint venture partners shall be nominated as being in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the

Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation and corresponding duties & responsibilities of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments/modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

12.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause IB.1.2 hereof.

IB.13 Bid Prices

- 13.1 The price and discount if any quoted by the Bidders in the Letter of Bid and in the Bill of Quantity shall conform to the requirement specified below:
- 13.2 The Bidder shall quote any discounts and the methodology for their application.
- 13.3 If bids are being invited for individual lots (contracts) or for any combination of lots, the Bidders can offer discounts for the individual lots (contracts) as well as for award of more than one Contract and shall specify in their bid.
- 13.4 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause IB.1.1 hereof, based on the unit rates and/or prices.
- 13.5 The Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 13.6 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub Clause 13.6 [*Adjustment for Changes in Laws*] of the Conditions of Contract.

- 13.7 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Sub-Clause 13.7 [*Adjustments for Changes in Cost*] of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Schedule-A to Bid, and shall submit with their bids such other requisite supporting information if required under the said Schedule.

IB.14 Currencies of Bid and Payment

- 14.1 The unit rates and the prices shall be quoted by the Bidder entirely PKR.

A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case, the unit rates and the prices shall be quoted by the Bidder in equivalent PKR.

- 14.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date twenty eight (28) days prior to the deadline for submission of bids. Such rates shall be notified by the Employer not later than fourteen (14) days prior to the deadline for submission of Bids.

For the purpose of payments, the exchange rates used in Bid preparation shall apply for the duration of the Contract.

IB.15 Bid Validity

- 15.1 Bids shall remain valid for the period stipulated in the **Bidding Data** after the date of Bid Opening specified in Clause IB.23.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period which normally may not be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.16 in all respects.

IB.16 Bid Security

- 16.1 Each Bidder shall furnish, as part of his bid, a Bid Security in original form in the amount stipulated in the **Bidding Data** in PKR or an equivalent amount in a freely convertible currency.

- 16.2 The Bid Security shall be, at the option of the Bidder, in the form of Call Deposit Receipt (CDR)/ Pay Order or a Security issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the **Bidding Data** and rated by PACRA/VIS of rating as provided in Table below in favour of the Employer valid for a period 14 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

Bid Price (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA
<i>[Note: Insurance Company includes Joint Ventures of Insurance Companies also]</i>	

- 16.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 16.4 The Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder requests for the return of its Bid Security, or upon the expiry of original validity of Bid Security or as extended, whichever is earlier.
- 16.5 The Bid Security of the lowest three Bidders including the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security.
- 16.6 The Bid Security may be forfeited:
- If the Bidder withdraws his bid except as provided in Sub Clause IB.22.1;
 - If the Bidder does not accept the correction of his Bid Price pursuant to Sub Clause IB.28.2 hereof; or
 - In the case of successful Bidder, fails to furnish the required Performance Security.
- 16.7 In case of annulment, all Bids submitted and specially, Bid securities, shall be returned to the Bidders within 14 days of annulment.

**IB.17 Alternative
Proposals by
Bidder**

- 17.1 Unless otherwise specified in the **Bidding Data**, alternative proposal(s) shall not be considered.
- 17.2 Should any Bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his Bid to be submitted in strict compliance with the Bidding Documents, submit any alternative proposal(s) containing (a)

relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details/conditions, provided always that the total sum entered on the Letter of Bid shall be for which represents complete compliance with the Bidding Documents.

17.3 Alternative proposal(s), if any, of the Bidder having submitted most advantageous Bid only may be considered by the Employer as the basis for the award of Contract to such Bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All Schedules to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Letter of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the Bid may be rejected.
- 18.4 Each Bidder shall prepare by filling in 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.12 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

The Bidder shall also provide complete searchable PDF versions as well as Word, Excel, etc., versions of the Bid if so required in the **Bidding Data**.
- 18.5 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause IB.12.1(d) hereof. All pages of the Bid shall be initialled and stamped by the person or persons signing the bid.
- 18.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents and the Bid as their file copy.
- 18.9 All documents executed outside Pakistan required to be submitted with the Bid must be certified by Pakistani Embassy in the respective country (ies).

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each Bidder shall submit his Bid as under:
- (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 IB.19.2 hereof.
- 19.2 The inner and outer envelopes shall:
- (a) Be addressed to the Employer at the address provided in the **Bidding Data**;
 - (b) Bear the specific identification of this bidding process as specified in the **Bidding Data**; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the **Bidding Data**.
- 19.3 In addition to the identification required in Sub-Clause IB.19.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21.
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1
- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the **Bidding Data**.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid envelope.
 - (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 shall be declared late, rejected and returned unopened to such Bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger or by mail.
- IB.22 Modification, Substitution and Withdrawal of Bids**
- 22.1 Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No Bid may be modified by a Bidder after the deadline for submission of Bids except in accordance with Sub Clauses IB.22.1 and 28.2.
- 22.4 Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Letter of Bid may result in forfeiture of the Bid security in pursuance to Clause IB.16.

E. BID OPENING AND EVALUATION

- IB.23 Bid Opening**
- 23.1 The Employer will open the Bids including withdrawals, Substitution and modifications made pursuant to Clause IB.22, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the **Bidding Data**. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened. Only bids that are opened and read out at Bid opening shall be considered further.
- 23.3 The Bidder's name, total Bid Price and price of any alternative proposal(s), any discounts, Bid modifications, substitution and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of Bids. Only discounts and alternative proposals

read out at Bid opening

Shall be considered for evaluation. The Letter of Bid and the Summary Bill of Quantities are to be initialled by representative(s) of the Employer attending Bid opening. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with Sub-Clause IB 21.1).

- 23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with the Sub-Clause IB.23.3.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of the result of Bid evaluation in the form of final evaluation report giving justification for acceptance or rejection of Bids which shall be done at least fifteen (15) days prior to award of Contract. 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 Contract 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 five (5) days after the announcement of the final evaluation report.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates and lump sum prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause IB.28.
- 25.2 The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, and irregular or omitting any material information required to be submitted in accordance with the Bidding Documents.
- 25.3 If a Bidder does not provide clarifications of its Bid by the date and time set reasonably (not less than seven (7) days) in the Employer's request for clarification, the Employer may proceed with the evaluation based on the information submitted in the Bid without waiting for the Bidder's response.

- IB.26 Examination of Bids and Determination of Responsiveness**
- 26.1 Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.
 - 26.2 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in Sub-Clause IB.12.
 - 26.3 A substantially responsive Bid is one which meets the requirements of the Bidding Documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one that,
 - (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality or performance of the Works; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
 - 26.4 During the evaluation of Bids, the following definitions apply:
 - (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
 - 26.5 The Employer shall examine the technical aspects of the Bid submitted in accordance with Sub-Clause IB.12.1 (f), in particular, to confirm that all requirements stated in Specifications have been met without any material deviation, reservation or omission.
 - 26.6 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation, reservation or omission.
- IB.27 Nonmaterial Nonconformities**
- 27.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
 - 27.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or

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

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

IB.28 Correction of Arithmetic Errors

- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
 - (c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- 28.2 The amount stated in the Letter of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid security shall be forfeited in accordance with Sub Clause IB.16.6 (b) hereof.

IB.29 Evaluation and Comparison of Bids

- 29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 29.2 In evaluating and comparing the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for arithmetic errors pursuant to Clause IB.28;

- (b) Price adjustment due to discounts offered in accordance with Sub-Clause IB.23.3;
- (c) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced daywork;
- (d) Making an appropriate price adjustment for any quantifiable nonmaterial nonconformities in accordance with Sub-Clause IB.27.3; and
- (e) The additional evaluation factors are specified in Section Evaluation Criteria and Qualification Updating Forms.

29.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bids' comparison.

IB.30 Abnormally Low Bids

30.1 If the Bid Price of the successful Bidder is more than 15% below the lower of the Employer's estimate of the cost of work to be performed under the Contract or average of other lowest two evaluated substantially responsive Bids, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require an additional Performance Security by 10% of the difference of the Bid Price as determined hereinabove up to issuance of Taking Over Certificate at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The Bids having Bid Price lower than 25% shall be liable to be rejected.

IB.31 Unbalanced or Front Loaded Bids

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

F. AWARD OF CONTRACT

IB.32 Award Criteria

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

- IB.33 Employer's Right to Annul the Bidding Process**
- 33.1 Notwithstanding Clause IB.32, the Employer reserves the right to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation.
- The Employer shall upon request communicate to any Bidder who submitted a Bid, the grounds for its rejection of all Bids but is not required to justify those grounds. Rejection of all Bids shall be notified to all Bidders promptly.
- IB.34 Notification of Award**
- 34.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Accepted Contract Amount").
- The Letter of Acceptance will also state the remedies with respect to Sub-Clauses IB.30 & IB.31 if applicable.
- 34.2 No negotiation with the Bidder having submitted most advantageous Bid or any other Bidder shall be permitted, however, Employer may have clarification meetings before issuing Letter of Acceptance to get clarified any item in the Bid evaluation report.
- 34.3 The Letter of Acceptance/notification of award and its acknowledgement/acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.
- 34.4 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities in accordance with Sub-Clause IB.16.5.
- IB.35 Performance Security**
- 35.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract and additional Performance Security if applicable under IB.30 as stated in the Letter of Acceptance, within a period of 28 days after the receipt of Letter of Acceptance.
- 35.2 Failure of the successful Bidder to comply with the requirements of Sub Clause IB.35.1 or Clauses IB.36 or IB.37 shall constitute sufficient grounds for the annulment of the award, forfeiture of the Bid security and to award the Contract to the Bidder having submitted next advantageous Bid.
- IB.36 Signing of Contract Agreement**
- 36.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will notify the successful Bidder to depute its representative with appropriate Power of Attorney to sign the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

- 36.2 The formal Agreement between the Employer and the successful Bidder shall be executed within 14 days of the receipt of the above stated notification by the successful Bidder from the Employer.
- IB.37 Integrity Pact** 37.1 The Bidder shall sign and stamp the Integrity Pact provided at Schedule-J to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding PKR ten million. Failure to provide such Integrity Pact shall make the Bidder non-responsive.
- IB.38 Instructions Not Part of Contract** 38.1 Bids shall be prepared and submitted in accordance with the Instructions to Bidders which are provided to assist the Bidders in preparing Bids but do not constitute part of the Contract.
- IB.39 Corrupt and Fraudulent Practices** 39.1 The Employer will reject a Bid if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract under this bidding.
- 39.2 The Employer will blacklist and hence forthwith debar a Constructor or individual, at any time, in accordance with the prevailing Public Procurement Rules 2004.

BIDDING DATA (BD)

BIDDING DATA

IB Clause Reference	Bidding Data
1.1	<p>Name and address of the Employer:</p> <p>“PORT QASIM AUTHORITY”</p> <p>Employer Representative</p> <p>Director (Civil Maintenance)</p> <p>PQA Building No.3</p> <p>Port Qasim Authority</p> <p>Bin Qasim,</p> <p>Karachi - 75020</p> <p>Tele: +92-21-99272158</p>
1.1	<p>Name of the Project & Summary of the Works:</p> <p>“Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25”</p>
1.2	Time for Completion for the Works: Initially <u>12 Months</u>
2	Not Applicable
3.1	<ul style="list-style-type: none"> • Add “Local” in first line after word “all”. • Delete 3.1(a) entirely. • Delete second and third paragraph from sub-clause 3.1(b).
3.2	<p>Add IB:3.2:</p> <p>“Mandatory Requirements:</p> <p>i. Valid registration with PEC in category C-3 or above.</p> <p>ii. Field of specialization CE-03 and CE-05.</p> <p>iii. Valid Registration with Income Tax Department and Sindh Revenue Board. Must be active with FBR & SRB at the time of opening of Bid, will be verified online.</p> <p>Note: - PQA shall disqualify any applicant if it finds, at any time, that the information submitted by him concerning his qualification is false and materially inaccurate or incomplete.</p>
5.1	<p>Change with:</p> <p>“Each bidder shall submit only one bid by himself. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.17) will be disqualified.”</p>
7.1	Delete Sub-Clause → 9.(v), 9.(vi) & 10
8.1	Time limit for clarification: Seven (07) days prior to dead line for submission of bids.
8.3	Venue, time, and date of the pre-Bid meeting: Upon Bidders Request.
9.3	Number of days: Seven (07)

TITLE OF DOCUMENT:

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25

11.1	Bid language: English
12.1	<p>Add to IB. 12.1 after Paragraph (f):</p> <p>12.1 (g) Qualification Information to be updated:</p> <p>Two Envelope Bid return system will be adopted. One envelope containing information regarding qualification of bidders shall be clearly marked “Technical proposal”. The second envelope containing bidding documents and the Bid price shall be accomplished by clearly marked “Financial Bid Documents”.</p> <p>(h) Furnish Technical Proposal:</p> <p>The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the work.</p>
12.2	<p>Maximum number of JV Partners shall be: 3</p> <p>Add to IB. 12.2 after Paragraph (e)</p> <p>Foreign Constructor must form JV with Local Constructor. Foreign Constructors shall not be eligible to participate in bidding individually.</p> <p>Foreign Constructor shall enter in to joint venture with Pakistani Constructor registered with PEC.</p>
14.1	Delete 2 nd paragraph entirely.
14.2	Not Applicable
15.1	Period of Bid Validity: 120 (One Hundred Twenty) Calendar days
16.1	Amount of Bid Security: PKR 7.0 Million
16.2	In the form of Pay Order / Bank Guarantee from any schedule bank in Pakistan with at least AA or above PACRA Rating (Karachi Base).
17.1	Alternative Proposal(s) by the Bidder shall not be considered.
17.2	Not Applicable
17.3	Not Applicable
18.4	<p>Number of copies of the Bid to be completed and submitted: <u>One</u> original copy.</p> <p>Searchable pdf versions as well as word, excel etc. versions of the Bid if so required: <u>Yes</u></p>
19.2(a)	Employer's address for the purpose of Bid submission: As per Notice Inviting Tenders (NIT).
19.2(b)	Name and Number of the Contract: As per Notice Inviting Tenders (NIT).
20.1(a)	Deadline for submission of Bids: As per Notice Inviting Tenders (NIT).
23.1	Venue, time, and date of Bid opening: As per Notice Inviting Tenders (NIT).
29	<p>Add Sub-Clause 29.4 as given:</p> <p>“The contract shall be awarded for the lowest evaluated bid quoted for the purposes of bid evaluation if it is within workable limit.”</p>

	“In case of financial bids of more than one bidder being found to be lowest and tied at exactly the same amount/ percentage, the criteria to award the contract will be such that the bidder who secured the most marks in the technical evaluation among the “lowest and tied bidders” will be awarded the contract.”
35.1	Standard form and amount of Performance Security acceptable to the Employer: “An amount equal to 10 percent of the Contract Price in the form of Bank guarantee issued by a Scheduled Bank in Pakistan with at least AA or above PACRA Rating (Karachi Base) within 14 days after the receipt of Letter of Acceptance.”

EVALUATION CRITERIA AND QUALIFICATION UPDATING FORMS

EVALUATION CRITERIA AND QUALIFICATION UPDATING FORMS

1. General

This Section contains Eligibility and Qualification Criteria that the Employer shall use to evaluate Bids and qualify Bidders in accordance with Clauses IB.26 of Instructions to Bidders. The Bidder shall provide all the information requested in the relevant forms contained in Bidder's Qualification Updating Forms provided herein.

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

Wherever a Bidder is required to state a monetary amount, Bidders shall indicate the PKR equivalent using the rate of exchange determined as follows:

- For financial data - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

Exchange rates shall be taken from the publicly available source identified in the Sub-Clause IB.14.2. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

2. Domestic Preference

A margin of preference of 7.5% (seven and a half percent) shall be granted to domestic Bidders (in case of JV, all partners are Pakistani Constructors), in accordance with and subject to the following provisions:

- (a) The Bidders applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Employer, a Bidder qualifies for a domestic preference.
- (b) After Bids have been received and reviewed by the Employer, responsive Bids shall be classified into the following groups:
 - (i) Group A: Bids offered by domestic Bidders eligible for the preference.
 - (ii) Group B: Bids offered by other Bidders.

All evaluated Bids in each group shall, as a first evaluation step, be compared to determine the lowest Bid, and the lowest evaluated Bids in each group shall be further compared with each other. If, as a result of this comparison, a Bid from Group A is the lowest, it shall be selected for the award. If a Bid from Group B is the lowest, as a second evaluation step, all Bids from Group B shall then be further compared with the lowest evaluated Bid from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and a half percent) of the respective Bid Price corrected for arithmetical errors, including unconditional discounts and excluding Provisional Sums and the cost of dayworks, if any, shall be added to the evaluated price offered in each Bid from Group B. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Bid from Group B based on the first evaluation step shall be selected.

3. Evaluation (IB 29.2(e))

In addition to the criteria listed in IB 29.2 (a) - (d) the following criteria shall apply:

3.1 Assessment of adequacy of Technical Proposal with Requirements

The detailed criteria has been given in "Qualification of Contractors Volume-1"

3.2 Multiple Contracts, if permitted under Sub-Clause 1.1 of Bidding Data, will be evaluated as follows:

Award Criteria for Multiple Contracts

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, on combined lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

Qualification Criteria for Multiple Contracts

This Section describes criteria for qualification for each lot (contract). For multiple lots (contracts) the criteria for qualification is aggregate minimum requirement for respective lots.

3.3 Price Adjustments, if permitted under IB.29.2(d), will be evaluated as follows:

(a) Price Adjustment for Completeness in Scope of Work

In case of omission in the scope of work of a quoted item, no price adjustment for the omitted item(s) shall be applied provided that the Bidder has mentioned in his Bid that the same is covered in any other item. Otherwise the adjustments will be applied for comparison purpose only, taking the average price quoted by other lowest two evaluated substantially responsive Bidders in their original Bids for corresponding item. In case of non-availability of price from other Bidders, the price will be estimated by the Employer from a suitable CSR, adjusted to the date 28 days earlier to the Bid submission date or the Employer shall use its best assessment.

The price adjustment shall not justify any additional payment by the Employer and the price(s) of omitted item(s) shall be deemed covered by other prices of the Bill of Quantities.

(b) Price Adjustment for Technical/ Commercial Non Compliance

The cost of making good any deficiency resulting from technical/commercial non-compliance will be added to the Corrected Total Bid Price for comparison purpose only.

The adjustments will be applied taking the average price quoted by other lowest two evaluated substantially responsive Bidders in their original Bids for corresponding item. In case of non-availability of price from other Bidders, the price will be estimated by the Employer in accordance with sub-para (a) hereof.

4. Qualification (Updating of Pre-Qualification)

Eligibility and Qualification information described here below must be met by the legal entity(ies) comprising the Bidder, and not the Bidder's/JV partner's sister or parent companies, subsidiaries or affiliates.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Member	Lead Member	
1. Eligibility							
1.1	PEC Licencing	Licencing by Pakistan Engineering Council (PEC) in accordance with paragraph (b) of Sub-Clause IB.3.1.	must meet requirement	must meet requirement	must meet requirement	must meet requirement	Provisional/ Standard PEC Licence.
1.2	Pakistani Constructor's Tax Registration	Requirement of Pakistani Constructor on Active Taxpayer List (ATL) of FBR in accordance with paragraph (c) of Sub-Clause IB.3.1.	must meet requirement	must meet requirement	must meet requirement	must meet requirement	Extracts of ATL
1.3	Debarment/Blacklisting	Not having been debarred/blacklisted in accordance with paragraph (d) of Sub-Clause IB.3.1.	Must meet requirement	must meet requirement	must meet requirement	must meet requirement	Undertaking in the Letter of Bid

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Sub ject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Member	Lead Member	
2. Pending Litigation							
2. 1	Pending Litigation	Bidder’s financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	must meet requirement	must meet requirement	must meet requirement	Form CON – 1
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Eq. 60 Million PKR for	Must meet requirement	must meet requirement	must meet requirement	must meet requirement	Form FIN – 3.1, FIN – 3.2, FIN – 3.3, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Sub ject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Member	Lead Member	
		<p>the subject contract(s)net of the Bidders other commitments.</p> <p>(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on workcurrently in progress and for future contractcommitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last year shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospectivelong-term profitability.</p>	<p>Must meet requirement</p> <p>Must meet requirement</p>	<p>must meet requirement</p> <p>must meet requirement</p>	<p>must meet requirement</p> <p>must meet requirement</p>	<p>must meet requirement</p> <p>must meet requirement</p>	

Bidders Qualification Updating Forms

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

Form ELI -1.1**Bidder Information Form**

Date: _____

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

Page _____ of _____ pages

Bidder's name
Bidder's country of registration: <i>[indicate country of Constitution]</i>
Bidder's year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____

Form ELI -1.2

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

Date: _____

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

Page _____ of _____ pages

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

Form CON – 1**Pending Litigation**

Bidder's Name: _____

Date: _____

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

_____ Page _____ of
_____ pages

Pending Litigation, in accordance with Eligibility and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Eligibility and Qualification Criteria, Sub-Factor 2.1. <input type="checkbox"/> Pending litigation in accordance with Eligibility and Qualification Criteria, Sub-Factor 2.1 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Eq. PKR (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Form FIN – 3.1:
Financial Situation and Performance

Bidder's Name: _____

Date: _____

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

_____ Page _____ of
_____ pages

1. Financial data

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

*Refer to IB 14.2 for the exchange rate

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for last three (03) years pursuant to Eligibility and Qualification Criteria, Sub-factor 3.1. The financial statements shall:

- (a) Reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) Be independently audited or certified in accordance with local legislation.
- (c) Be complete, including all notes to the financial statements.
- (d) Correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements¹ for the last year required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN – 3.2:

Financial Resources

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

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

Form FIN – 3.3:**Current Contract Commitments / Works in Progress**

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

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

TITLE OF DOCUMENT:

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25

LETTER OF BID AND SCHEDULES TO BID

LETTER OF BID

Bid Reference No. _____
[Name of Contract/ Works]

To: _____

Gentleman.

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Schedules to Bid including Bill of Quantities, Drawings and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the said Bidding Documents and Addenda for the sum of Equivalent PKR _____ (Eq. Pak Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We meet the eligibility requirements in accordance with IB.3.
3. We, including any Subcontractors for any part of the Contract, are not debarred/ blacklisted by the Employer, any Government/Semi Government/Public Department in Pakistan or foreign country, international organizations or other foreign institutions.
4. Our subcontractors or suppliers for any part of the Contract, if any, shall have nationalities from eligible countries, in accordance with IB.4.4.
5. We understand that all the Schedules attached hereto form part of this Bid.
6. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of PKR _____ (Pak. Rupees. _____) drawn in your favour or made payable to you and valid for a period of 120 days beginning from the date Bids are opened.
7. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Contract Data.
8. We agree to abide by this Bid for the period of 120 days, inclusive of 14 days beyond Bid validity period (as mentioned at Sr. No. 6 above) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
9. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
10. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works.
11. We understand that you are not bound to accept the lowest or any Bid you may receive.
12. We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information of fake documents we shall be liable for punitive action under the Applicable Law.

TITLE OF DOCUMENT:

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at POA Berth No. 1 & 2, 2024-25

Dated this _____ day of _____ 20 _____

Signature: _____

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

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

 Occupation _____

SCHEDULE OF ADJUSTMENT DATA

Schedule of Cost Indexation

[The formulae for price adjustment shall be of the following general type:]

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

Where:

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

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

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

“L_n”, “E_n”, “M_n”, are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“L_o”, “E_o”, “M_o”, are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

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

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.

A-2
Schedule-A to Bid

SCHEDULE OF ADJUSTMENT DATA

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

[In the Table below, the Bidder shall (a) indicate amount of local currency payment, and the Employer shall (b) enter the Index description and source of indices for the different elements of cost, and (c) derive weightings for local currency payment including nonadjustable fixed portion. PEC Standard Procedure and Formula for Price Adjustment (Second Edition), May, 2022 as amended time to time shall be applied for preparation of the following Table.]

Index code	Index description	Source of index / Prices	Bidder's related currency amount	Weighting
(i)	Non-adjustable	Calculated Market Government of Pakistan Federal Bureau of Statistics		A: <u>0.42</u>
(ii)	Arch Rubber Fenders			B: <u>0.40</u>
(iii)	HSD			C: <u>0.04</u>
(iv)	Local Labor			D: <u>0.14</u>
Total				1.00

1. Indices or Prices for “(ii)” to “(vi)” are taken from the Govern

ment of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.

2. Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

Determination of Fender Prices:

The Base Price and the Current Price of the fender shall be determined on the basis of the ex-factory purchase price, inclusive of all accessories, quoted in United States Dollars (USD) and converted into Pakistani Rupees (PKR) using the applicable exchange rate. The Base Price shall be calculated using the exchange rate prevailing twenty-eight (28) days prior to the latest date for submission of bids.

The Current Price shall be the price mutually agreed upon between the Contractor and the fender supplier at the time of execution of the purchase agreement. Such Current Price shall remain valid and applicable for the entire duration of the Project, unless and until the purchase agreement is amended or revised to reflect updated ex-factory pricing.

The Contractor shall be required to submit the relevant purchase agreement or supplier's quotation, duly verified and authenticated by the fender supplier, as documentary evidence of the agreed Current Price.

All currency conversions from USD to PKR shall be carried out in accordance with the official exchange rates published by the competent financial authority on the applicable date.

A-3

SCHEDULE OF ADJUSTMENT DATA

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

[In the Table below, the Bidder shall (a) indicate amount of foreign currency payment, (b) indicate the source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings of foreign currency payment, except the non-adjustable portion which will be filled in by the Employer.

If the Bidder wishes to incur in more than one foreign currency (up to two currencies permitted) then this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
(i)	Non-adjustable	-	-	-		A: _____
(ii)						B: _____
(iii)						C: _____
(iv)						D: _____
(v)						E: _____
				Total		1.00

SCHEDULE OF ADJUSTMENT DATA

Table III. Foreign Currency Requirements

[With reference to Sub Clause IB.14.1, the Bidder shall provide information below on the proportion of various currencies in which he requires payment to be made. The Bidders shall also indicate Factors (inputs) related to the requirement of respective currencies.]

Sr. No	Currency (name)	Percentage payable in currency	Factors (inputs) to which the Requirements Refer
1.	LC (Pak. Rs.)		* General Expenses, Manpower, Local Staff, Expatriate Staff, Spare Parts, Fuel & Lubricants, Hydraulic Binder, Timber & Plywood, Additives & Protectives, Joints & Waterproofs, Explosives-Fuses-Detonators, Re-Steel & Wire mesh, Metal Pipes & Fittings, Structural Steel, Miscellaneous Metals, Concrete Pipes, PVC Pipes, Build Materials, Sub-Contractor, Drilling & Grouting Sub-Contractor Third Party Supplies, Import Charges, General Expenses, Plants.
2.	FC1 (US \$ Dollar)		Expatriate Staff, Spare Parts, Hydraulic Binder, Timber & Plywood, Additives & Protectives, Drilling Materials, Miscellaneous, Sub-Contractor, Import Charges, General Expenses, Plants.
3.	FC2 (EUR / EURO)		* Expatriate Staff, Spare Parts, Additives & Protectives, Welding Materials, Miscellaneous, Electrical Sub-Contractor, Import Charges, General Expenses, Equipment, Plants.
TOTAL		100.00	

*[*The above Factors (Inputs) related to the requirement of respective currencies, are for guidance only, and shall be indicated specific to the Contract.]*

SCHEDULE OF ADJUSTMENT DATA

Table IV. Summary of Payment Currencies

[In the Table below, the Bidder shall list the exchange rates used in the currency conversion with reference to Sub Clause IB.14.2.]

Name of payment currency	a Amount of currency	b Rate of exchange (local currency per unit of foreign)	c Local currency equivalent $a \times b$	d Percentage of Total Bid Price (TBP) $\frac{100 \times c}{TBP}$
Local currency (Pak. Rs)		1.00		
FC1				
FC2				
Total Bid Price				100.00
Provisional sums expressed in local currency	<i>[To be entered by the Employer]</i>		<i>[To be entered by the Employer]</i>	
TOTAL BID PRICE (including provisional sum)				

PRICE ADJUSTMENT UNDER CLAUSE 13.7
OF CONDITIONS OF CONTRACT

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 13.7 shall be as follows:

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion		
(ii)	Local Labor		Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags		“ “ “
(iv)	Reinforcing Steel		“ “ “
(v)	High Speed Diesel (HSD)		“ “ “
(vi)	Bricks		“ “ “
(vii)	Bitumen		“ “ “
	Total	1.000	

Notes:

- 1- Indices for “(ii)” to “(vii)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The cost indices or prices shall be those applying 28 days prior to the latest day for submission of bid. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2- Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3- Fixed portion shown here is for typical road project, Employer to determine the weightage of Fixed Portion considering those cost elements having cost impact of seven (7) percent or more on his specific project.
- 4- Price Adjustment for the specified elements in the contract will be computed as follows:

$$\text{Increase / Decrease in Cost (Price Adjustment factor)} = \frac{\text{Current Date Price} - \text{Base Date Price}}{\text{Base Date Price}}$$

- If the resulting Price Adjustment Factor is positive (+ve), the price should be added to Contractor's payable amount. If the result is negative (-ve) the price should be subtracted to Contractor's payable amount.
- The executed quantities of the elements subject to Price Adjustment can be obtained from the actual measurement or from certified invoice of the Contractor or any other mode agreed between the parties which shall be stipulated in the contract

BILL OF QUANTITIES

A. 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 as given in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices as given in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works, or the same shall be determined by the Engineer in accordance with Clause 13, General Conditions.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the 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 with Sub-Clause 13.4 of General Conditions of Contract.
8. The following abbreviations for units have been used in Bill of Quantities:

Units	Abbreviations
Cubic Meter	= cum
Square Meter	= sqm
Kilogram	= kg
Provisional Sum	= PS
Lump-Sum	= LS

BILL OF QUANTITIES

A. Work Items:

1. The Bill of Quantities contains the following Bills

Bill of Quantities – Scope of works with technical specification has been enclosed in
Schedule-B to Bid as B-3

2. Bidders shall quote their prices entirely in Pak Rupees only.
3. The unit rates quoted in the Bill of quantities shall be inclusive of all applicable taxes /
duties and Sindh Sales Tax on Construction Services

PORT QASIM AUTHORITY (PQA)
Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders
at PQA Berth No. 1 & 2, 2024-25
General Instructions for Bill of Quantities

1. The contractor shall execute all works in strict accordance with the specifications outlined in the Bill of Quantities (BOQ) and directives issued by the Engineer In-Charge.
2. The contractor shall visit the site at their own responsibility and expense to conduct a thorough assessment of the scope of work and evaluate prevailing site conditions that may impact construction activities and associated costs. The quoted rates shall comprehensively account for all such factors, including site-specific constraints and challenges. No additional claims shall be entertained in this regard.
3. The quantities specified in the BOQ are approximate and provided for reference only. Payment shall be made based on actual quantities measured at the site. The contractor shall maintain a Measurement Book, ensuring that daily measurements are recorded and verified by the Engineer In-Charge.
4. All materials shall conform to approved quality standards, project specifications, and manufacturer guidelines. Prior to procurement and installation, the contractor must obtain formal approval from the Engineer In-Charge. To ensure compliance, all necessary quality tests shall be conducted as per relevant industry standards, and certified test reports shall be submitted for approval. The rates quoted in the BOQ shall be deemed to include all costs associated with quality testing and compliance.
5. The contractor shall assess the scope of work in relation to site conditions to determine potential material wastage during execution for all BOQ items. The quoted rates shall be inclusive of all such wastage, which shall not be subject to separate compensation.
6. The contractor shall deploy qualified technicians and skilled labor with relevant expertise to ensure the proper execution of works at the site. All costs associated with the recruitment, wages, and compliance with labor laws and safety regulations shall be deemed included in the quoted rates.
7. The contractor shall enforce all necessary safety protocols at the site, including the provision of personal protective equipment (PPE) to all workers. The rates quoted in the BOQ shall cover all costs associated with safety measures and compliance with occupational health and safety regulations.
8. The contractor shall adopt appropriate construction methodologies and precautions to ensure that no damage is inflicted on the berth and surrounding structures. Any damage arising from execution activities shall be rectified immediately by the contractor, restoring the structure to its original condition at no additional cost to the client. The contractor shall bear full responsibility for all necessary repairs and associated liabilities.
9. Upon completion of work, the contractor shall ensure thorough site clearance, including the removal of all debris. As-built drawings, material test reports, and compliance certificates shall be submitted to the Engineer In-Charge prior to final handover.

BILL OF QUANTITIES

S.No	Description	Unit	Quantity	Rate		Amount (PKR)
				In Words	In Figures	
	Replacement of Fenders					
1	Removal of existing arch rubber fenders including all accessories and cartage / disposal to a designated place etc complete in all respects as directed by the Engineer Incharge.	Each	34.00			
2	Providing and fixing Imported Marine arch rubber fenders SX 600 x L 3000mm make Shibata Fender Team (SFT) or approved equivalent with rubber grade 3.0 including the cost of all import duties and taxes as per regulations, freight charges, SS S316 nuts, bolts, special washers, chemical anchor M42, all accessories, length & dia of bolt as per manufacturer's specs, bolt should be rotated at a required force, chemical grout, Factory Acceptance Tests (FATs) at OEM site / premises as per mutually agreed criteria / SOPs by End user team, all quality testing, fixing in position, all labor, material, equipment and transportation etc.. Complete in all respects as directed by the Engineer Incharge.	Each	34.00			
	Bollards					
3	Cleaning the existing corroded bollards by sandblasting ensuring removal of all rust, paint from bollards, nuts & bolts, steel plates etc... thereafter applying with mechanical spray 02 coats of pigmented marine protective coating EC-106 including 01 coat of primer Ec-100 make Hi-tech construction chemicals or approved equivalent (thickness of protective coating & primer as per manufacturer's specs) including the cost of all labor, material, equipment, transportation, removal of debris to designated location etc.... complete in all respects as directed by the Engineer Incharge.	Each	18.00			
	Ladders and Nosing Angle Iron					
4	Removal of corroded/damaged mild steel ladder, angle iron, flat bars, stepping rods, brackets etc... Including the cost disposal of scrap material to a designated location, welding plant, all labor and equipment required for a complete job etc.... complete in all respect as directed by the Engineer.	Each	5.00			

5	Providing and fixing new Mild Steel Grade 50 ladders including the cost of sandblasting, spray application of marine protective coating EC-106 by Hitech Constructions Chemical 02 coats over 01 coat of Epoxy primer EC-100, fixing in position, all labor, material, equipment & transportation required etc... Complete in all respects as directed by the Engineer Incharge.	Kg	1,500.00			
6	Providing and fixing new Mild Steel Grade 50 Angle iron along top periphery of quay wall including the cost of sandblasting, spray application of marine protective coating Ec-106 by Hitech Constructions Chemical 02 coats over 01 coat of Epoxy primer EC-100, fixing in position, all labor, material, equipment & transportation required etc... Complete in all respects as directed by the Engineer Incharge.	Kg	4,950.00			
	Structural Repair of Quay Wall					
7	Dismantling of existing Quay wall 25mm behind reinforcement including the cost of all labor, equipment, removal of debris from site to a designated location etc... complete in all respects as directed by the Engineer Incharge. Note: Contractor shall efficiently collect dismantled material ensuring no disposal in the sea.	Sq.m	2,100.00			
8	Sandblasting of exposed corroded steel reinforcement including the cost of all labor, material, equipment & transportation required, cartage etc.....complete in all respects as directed by the Engineer Incharge. Note: Front Facing of the chipped area where sandblasting is carried out will be measured for payment	Sq.m	2,100.00			
9	Providing and filling of cracks with polymer (Flex fill F-550 by hitech constructions chemicals or equivalent/epoxy from approved manufacturer recommended for beams/slabs/walls including the cost of preparation of substrate as per manufacturer's specification, all material, equipment, labor, scaffolding, transportation etc complete in all respect as directed by the Engineer Incharge.	Ru.m	200.00			
10	Providing and laying hard grade ribbed deformed (minimum yield point 60,000 psi) reinforcement bars with & including the cost of straightening, cutting, bending, binding wire, wastage, placing in position, tying with binding wire, cost of chairs and wires, all labor, equipment, material, transportation etc..... complete in all respects as directed by the Engineer Incharge	Ton	10.00			

11	Drilling holes & fixing new steel dowels with epoxy based chemical anchor (Fisher FIS-EM Plus or approved Equivalent) hole size dia, & depth shall be as per site, anchorage should be done as per manufacturer's specs etc.....complete in all respects as directed by the Engineer Incharge but excluding the cost of steel reinforcement.	Nos.	1,350.00			
12	Providing and applying zinc rich primer make M/S pagel or approved equivalent on steel reinforcement including the cost of cleaning the surface from all sorts of dust, impurities, all labor, material, equipment, transportation etc complete in all respects or as directed by Engineer Incharge. Note: Front Facing of the chipped area where zinc rich is applied on steel reinforcement will be measured for payment.	Sq.m	2,100.00			
13	Providing and applying Epoxy for bonding old to new concrete bonding "M3EP" OF M/S Pagel or approved equivalent including the cost of all labor, material, transportation, equipment, cleaning of the surface from all sorts of dust and contaminants...etc complete in all respects conforming to manufacturer specifications and as directed by the Engineer Incharge.	Sq.m	75.00			
14	Dry-mix structural fiber reinforced Shotcreting C40 concrete (75mm to 100mm thick) having cylindrical compressive strength 5800 Psi including the cost of surface preparation (removal of all deteriorated, loose unsound material or contaminants that may inhibit bonding), cement, sand, aggregates, water, approved accelerator, Macro fibers & waterproofing admixture, shotcreting equipment (nozzle hose, delivery feeder, nozzle etc...), generator with fuel, finishing, all labor (nozzlemen, shotcreting crew, finisher etc..), equipment & material required, all quality testing, transportation, all kinds of formwork & shuttering etc..... Complete in all respects as directed by the Engineer Incharge. Note: The contractor shall carry out preconstruction tests to ensure that the shotcrete placement can properly encase the reinforcement and meet all requirements, the cost of this test shall be covered under this item. The Contractor shall implement efficient methods for collecting and managing shotcrete waste, ensuring that no waste is disposed off in the sea.	Sq.m	1,035.00			

15	Providing and laying "C40 Concrete" in quay wall, coping beam & other structures having 5800 psi 28 days cylindrical compressive strength including the cost of all material, labor, equipment, steel formwork & shuttering (placing & fixing in position in required shapes, level and sizes), approved accelerator & waterproofing admixture, pouring, compacting, curing, all quality testing, transportation etc... complete in all respects as directed by the Engineer Incharge.	Cu.m	172.50			
16	Application of protective coating (Crystalline Water Proof Coating CCW-601 hitech Construction chemical or Equivalent) over concrete surface in two coats as per manufacturers directions and including the cost of preparation of substrate as instructed by manufacturer's specification, all material, labor, equipment, transportation etc.... complete in all respect and as directed by the Engineer.	Sq.m	2,760.00			
	RCC Slab					
17	Removal of existing damaged RCC Slab including stacking/placing safely at site etc... complete in all respects as directed by the Engineer Incharge.	Each	50.00			
18	Dismantling / Chipping of damaged patch 25mm behind reinforcement including the cost of all labor, equipment, removal of debris from site to a designated location etc... complete in all respects as directed by the Engineer Incharge.	Sq.m	30.00			
19	Patch repairing with Polymer Modified Repair Mortar RM-150 make Hitech construction chemicals or approved equivalent including the cost of cleaning the substrate making it free from all sorts of dust, grease, oil & other contaminants, application of polymer modified bond coat SP-05 make Hitech or approved equivalent on the substrate, all labor, material, equipment, transportation included etc...Complete in all respects as directed by the Engineer Incharge.					
i	25mm to 50mm thick	Sq.ft	175.00			
ii	greater than 50mm to 75mm thick	Sq.ft	150.00			
20	Re-fixing of repaired RCC slab in position including the cost of all labor, material, equipment, transportation etc... complete in all respects as directed by the Engineer Incharge.	Each	30.00			

21	Providing / Constructing and placing/fixing in position Precast RCC slabs having concrete of 5800 Psi cylindrical compressive strength including the cost of approved accelerators & waterproofing admixture, steel formwork and shuttering, pouring, curing, all labor, material, equipment, transportation but excluding the cost of reinforcement etc..... Complete in all respects as directed by the Engineer Incharge.	Cu.m	48.00			
	Manhole Covers					
22	Providing and fixing M.S Manhole covers (0.75m x 0.75m) including the cost of angle iron base frame, marine protective coating 02 coats EC-106 including 01 coat of EC-100, making corner & edges, fitting in position, etc....complete in all respects as directed by the Engineer Incharge.	Nos.	16.00			
23	Supply of Equipment: The items mentioned below will only be utilized for works other than mentioned in S.No 1 to 22.					
i	Boat	Per. Day	20.00			
	Waterproofing at Roof of Warehouse					
24	<p>Providing and Fixing following:</p> <p>a. Removal / Scrapping the existing waterproofing, preparation of exposed surface with mechanical wirebrush, collection and disposal of debris out of the premises.</p> <p>b. Repair of damaged RCC Slab including the cost of polymer modified repair mortar, crack filling epoxy, surface levelling etc...</p> <p>c. Providing and applying primer coat of hot bitumen diluted with kerosene over entire exposed surface.</p> <p>d. Providing and applying first coat of hot bitumen grade 10/20 mixed with bitumen grade 80/100.</p> <p>e. Providing and laying Jute felts (50lbs) over first coat of bitumen including placing firmly in position, cutting to required shapes and size, making corners & edges, ensuring no air entrapment, ensuring laps at butt and sides etc.</p> <p>f. Providing and applying second coat of hot bitumen grade 10/20 mixed with grade 80/100.</p> <p>g. Providing and spreading pea gravel after second coat of bitumen ensuring the gravels are evenly spread and firmly placed.</p> <p>Note: The rates quoted shall be inclusive of all material, labor, equipment, transportation, wastage and for complete work as per manufacturer's specs</p>	Sq.ft	67,500.00			
Total Amount Including All Applicable Taxes (in PKR.)						

I / We hereby submit a quotation for the Contract price in amount of PKR _____ (in words) (PKR _____ in figures) calculated pursuant to the unit rates specified above in the Bill of Quantities inclusive of all taxes / duties and Sindh Sales Taxes (SST) @ 15% on Construction Services.

CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 8.3 of the General Conditions, the whole of the Works and each Section (if any), shall be completed within the Time for Completion for the Works or Section (as the case may be) stated as hereunder and mentioned in Contract Data:

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

[The Bidder shall provide, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and Sections of the Works may meet Employer's completion targets in days noted above and counted from the Commencement Date (Attach sheets as required for the specified form of Construction Schedule)]

METHOD OF PERFORMING THE WORK

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

1. Organization Chart:

Shall indicate head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Mobilization:

In Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

3. Method of executing the Works:

The procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]

LIST OF MAJOR EQUIPMENT

[The Bidder will provide on Sheet E-2 of this Schedule a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment.]

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

LIST OF MAJOR EQUIPMENT
Owned, Purchased or Leased

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

LIST OF MAJOR EQUIPMENT**Equipment details**

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

[This Table shall be used for each item of Equipment separately]

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

LIST OF SUBCONTRACTORS

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

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

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

ESTIMATED PROGRESS PAYMENTS

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

Quarter	Amounts (1,000 PKR)
1	2
1 st	
2 nd	
3 rd	
4 th	
5 th	
6 th	
7 th	
8 th	
Bid Price	

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

Note:

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

INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE, ETC.
PAYABLE BY THE BIDDERS/CONTRACTORS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH PAK. RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

[Name of Bidder/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to 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 Bidder/Contractor] 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 Bidder/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Employer:

Name of Bidder/Contractor:

Signature:

Signature:

[Seal]

[Seal]

STANDARD FORMS

BS-1**FORM OF BID SECURITY**

Security Executed on _____
(Date)

Expiry on _____
(Date)

Name of Surety with Address: _____

Name of Principal (Bidder) with Address _____

Penal Sum of Security PKR _____ (Pak Rupees _____)

Bid Reference No. _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Bidder has submitted the accompanying Bid dated _____ for _____

(Particulars of Bid) to the said Employer; and

- (1) WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under: that the Bid Security shall remain in force for a period fourteen (14) days beyond the Bid Validity date i.e., upto _____.
- (2) that the Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder request for the return of its Bid Security, or on the expiry of original validity of Bid Security or as extended, whichever is earlier;
- (3) that the Bid Security of the lowest three Bidders comprising the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security; and
- (4) that in the event of failure of the successful Bidder to furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to IB.16 and IB.35 of the Instructions to Bidders for the successful Bidder's failure to perform.

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

BS-2

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

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

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

SURETY
(Schedule Bank/Insurance Company)

WITNESS:

Signature _____

1. _____

Corporate Secretary (Seal)

Name _____
Title _____
Corporate Guarantor (Seal)

2. _____

Name, Title & Address

PS-1

FORM OF PERFORMANCE SECURITY

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor with address: _____

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

_____ (Name of Contract) for the _____

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and 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 11, Defects After Taking Over, of Conditions of Contract are fulfilled.

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

We, _____ (the Guarantor), waiving all objections and defense under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments

TITLE OF DOCUMENT:

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25

PS-2

and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

	Guarantor (Schedule Bank/ Insurance Company)
WITNESS:	Signature _____
1. _____	Name _____
_____	Title _____
Corporate Secretary (Seal)	Corporate Guarantor (Seal)
2. _____	

Name, Title & Address	

Letter of Acceptance

[Letterhead paper of the Employer]

NAME OF CONTRACT: _____

CONTRACT NUMBER: _____

TO : _____

Date: _____

Your Reference: _____

Our Reference: _____

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

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

[currency and amount in figures]

[currency and amount in words]

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

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

Signature: _____

Signed by: _____

For and on behalf of: _____

Date: _____

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents, in the order of priority, after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement:
 - a) This Contract Agreement;
 - b) The Letter of Acceptance;
 - c) The Letter of Bid;
 - d) The Particular Conditions Part A - Contract Data;
 - e) The Particular Conditions Part B - Special Provisions;
 - f) The General Conditions;
 - g) The Specifications Part A - Specific Provisions;
 - h) The Specifications Part B - Technical Provisions;
 - i) The Completed Schedules to Bid including Schedule of Prices;

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

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

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness

Witness

(Name, Title and Address)

(Name, Title and Address)

DAAB Agreement

[All italicised text and any text within square brackets (except sub-clause headings) in this form of agreement is for use in preparing the form and should be deleted from the final product].

Name and details of the Contract _____

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

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

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

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

(“DAAB Agreement”)

Whereas:

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

DAAB-2

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

the “**Other Members**”; and

D. the DAAB Member accepts this appointment.

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

1. The conditions of this DAAB Agreement comprise:
 - (a) Clause 21 [*Disputes and Arbitration*] of the Conditions of Contract, and any other provisions of the Contract that are applicable to the DAAB's Activities; and
 - (b) the “General Conditions of Dispute Avoidance/Adjudication Agreement”, which is appended to the General Conditions of the “Conditions of Contract for Construction” Second Edition 2017 published by FIDIC (“GCs”), as amended and/or added to by the following provisions.
2. [Details of amendments to the GCs, if any. For example:
In the procedural rules annexed to the GCs, Rule _ is deleted and replaced by: “ ... “]
3. The DAAB Member shall be paid in accordance with Clause 9 of the GCs. The currency of payment shall be _____.
In respect of Sub-Clauses 9.1 and 9.2 of the GCs, the amounts of the DAAB Member's monthly fee and daily fee shall be:
monthly fee _____ per month, and
daily fee of _____ per day
(or as otherwise set under Sub-Clause 9.3 of the GCs).
4. In consideration of the above fees, and other payments to be made to the DAAB Member in accordance with the GCs, the DAAB Member undertakes to act as DAAB Member in accordance with the terms of this DAAB Agreement.
5. The Employer and the Contractor shall be jointly and severally liable for the DAAB Member's fees and other payments to be made to the DAAB Member in accordance with the GCs.
6. This DAAB Agreement shall be governed by the law of _____ (if not stated, the law that governs the Contract under Sub-Clause 1.4 of the Conditions of Contract).

DAAB-3

SIGNED by:_____	SIGNED by:_____	SIGNED by:_____
Print name:_____	Print name:_____	DAAB Member
Title:_____	Title:_____	Title:_____
for and on behalf of the Employer	for and on behalf of the Contractor	
in the presence of	in the presence of	in the presence of
Witness:_____	Witness:_____	Witness:_____
Name:_____	Name:_____	Name:_____
Address:_____	Address:_____	Address:_____
_____	_____	_____
Date:_____	Date:_____	Date:_____

MG-1

FORM OF MOBILIZATION ADVANCE GUARANTEE/ BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer')

Has entered into a Contract for _____
(Particulars of Contract)

With _____ (hereinafter called the "Contractor").

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

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

AND WHEREAS, _____

(Hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

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

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

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor

TITLE OF DOCUMENT:

Repair of Quay Wall and Replacement of Marine Arch Rubber Fenders at PQA Berth No. 1 & 2, 2024-25

MG-2

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

WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor
(Scheduled Bank/ Insurance Company)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

Not Applicable

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

The Conditions of Contract comprise two parts:

- (a) General Conditions
- (b) Particular Conditions

General Conditions

These Conditions are the “General Conditions” which form part of the “FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red book, Reprinted 2022 with amendments)” published by:

International Federation of Consulting Engineers
(Fédération Internationale des Ingénieurs – Conseils) – (FIDIC)
World Trade Center II - Geneva Airport
P. O. Box 311
CH-1215 Geneva 15
Switzerland
Email: fidic@fidic.org, fidic.pub@fidic.org
Website: <https://fidic.org/bookshop>

The successful Bidder after award of Works shall have to provide two (02) copies of above said “General Conditions” for incorporation in the Contract.

Particular Conditions

*(Mandatory Provisions not to be amended/substituted
except as instructed/permited by PEC in writing)*

The Particular Conditions (PC) complement the General Conditions (GC) to specify dates, contractual requirements, and special circumstances related to the Works. The PC consists of two parts, Part A - Contract Data and Part B - Special Provisions. The provisions to be found in the Special Provisions (Particular Conditions - Part B) take precedence over the equivalent provisions found under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Contract Data (Particular Conditions - Part A) take precedence over the Special Provisions (Particular Conditions - Part B).

Part A - Contract Data

Sub-Clause	Data to be Given	Data
1.1.2	Advance Payment Certificate	Not Applicable
1.1.3	Advance Payment Guarantee	Not Applicable
1.1.22	“DAAB” or “Dispute Avoidance/Adjudication Board”	Not Applicable
1.1.23	DAAB Agreement	Not Applicable
1.1.27	Defects Notification Period (DNP):	<u>01 Year</u>
1.1.46	Joint Venture (JV)	Allowed.
1.1.47	JV Undertaking	Required
1.1.31	Employer’s name and address:	“PORT QASIM AUTHORITY” Karachi, Pakistan
1.1.35	Engineer’s name and address:	Director (Civil Maintenance) PQA Building No.3 Port Qasim Authority, Bin Qasim, Karachi -75020 Tele: +92-21-99272158
1.1.73	Sections:	Not Applicable
1.1.84	Time for Completion:	<u>365 Days</u> for whole of the Works from the date of receipt of Engineer’s Notice to commence.
1.3(a)(ii)	agreed methods of electronic transmission:	Not Applicable
1.3(d)	Address of Employer for communications:	Director (Civil Maintenance) PQA Building No.3 Port Qasim Authority, Bin Qasim, Karachi -75020 Tele: +92-21-99272158

	address of Engineer Representative for communications:	<i>As per NIT</i>
	address of Contractor for communications:	_____
1.4	Contract shall be governed by the law of:	Islamic Republic of Pakistan
	ruling language:	English
	language for communications:	English
1.8	number of additional paper copies of Contractor's Documents:	<u>Six (06)</u> copies
2.1	after receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	No later than the Commencement Date.
4.2	Performance Security (as percentage of the Accepted Contract Amount in Currencies);	
	percent:	<u>Ten percent (10%)</u>
	currency:	Pakistani Rupees
4.2.1	List of Insurance Companies	In the form of Bank Guarantee from any schedule bank in Pakistan with at least AA or above PACRA Rating (Karachi Base) within 14 days after the receipt of Letter of Acceptance.
4.7.2	Period for notification of errors in the items of reference	<u>Twenty Eight (28)</u> days
4.19	period of payment for temporary utilities	each month
4.20	Number of additional paper copies of progress reports	<u>Three (03)</u> copies
5.1(a)	maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	<u>Forty percent (40%)</u>
5.1(b)	parts of the Works for which subcontracting is not permitted	None
6.5	Normal working hours on the Site	<u>Eight (08)</u> Hours
8.3	number of additional paper copies of programmes	<u>Three (03)</u> copies
8.8 & 14.15(b)	Delay Damages payable for each day of delay	<u>Rs. 0.1%</u> for each day of delay of the Accepted Contract Amount for delay in completion of whole of the Works
8.8	Maximum amount of Delay Damages	Ten percent (10%) of the Accepted Contract Amount
8.14	Applicability of Incentives for Early Completion	Not Applicable

13.4.(b) (ii)	percentage rate to be applied to Provisional Sums for overhead charges and profit	Not Applicable
14.2	Total Advance Payment	Not Applicable
14.2.1	List of Insurance Companies	Not Applicable
14.2.3	Percentage deductions for the repayment of the Advance Payment	Not Applicable
14.3	period of payment	<u>One (01) month</u>
14.3(b)	Number of additional paper copies of Statements	<u>Three (03) copies</u>
14.3 (iii)	percentage of retention	<u>Five percent (5%)</u>
14.3 (iii)	limit of Retention Money (as a percentage of the Contract Price)	<u>Five percent (5%)</u>
14.5(b)(i)	Plant and Materials for payment when shipped	Not Applicable
14.5(c)(i)	Plant and Materials for payment when delivered to the Site	Not Applicable
14.6.2	minimum amount of Interim Payment Certificate (IPC)	PKR <u>15.0 Million</u>
14.7(a)	period of payment of Advance Payment to the Contractor	Not Applicable
14.7b(i)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	<u>Fifty-Six (56) days</u>
14.7b(ii)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	<u>Twenty-Eight (28) days</u>
14.7(c)	period for the Employer to make final payment to the Contractor	<u>Fifty-Six (56) days</u>
14.8	financing charges for delayed payment	Not Applicable
14.11.1(b)	number of additional paper copies of draft Final Statements	<u>Six (06) copies</u>
14.15	currencies of payment of Contract Price	Payment will be made in Pak Rupees.
14.15(a)(i)	Proportions or amounts of Local and Foreign currencies	Not Applicable
14.15(c)	currencies and proportions for payment of Delay Damages	Not Applicable

14.15(f)	rates of exchange	Not Applicable
17.2(d)	forces of nature, the risks of which are allocated to the Contractor	Nil
19.1	permitted deductible limits: i) insurance required for the Works ii) insurance required for Goods iii) insurance required for liability for breach of professional duty iv) insurance required against liability for fitness for purpose (if any is required) v) insurance required for injury to persons and damage to property vi) insurance required for injury to employees vii) other insurances required by Laws and by local practice	i) Ten percent (10%) of loss amount on each & every loss ii) Nil iii) Nil iv) Nil v) Nil vi) Nil vii) Nil
19.1	Periods for submission of insurance: a) evidence of insurance b) relevant policies	Not later than the Commencement Date Within <u>twenty eight (28)</u> day from the Commencement Date
19.2.1(b)	additional amount to be insured (as a percentage of the replacement value)	<u>15%</u> of the replacement value (Accepted Contract Amount)
19.2.2	Extent of insurance required for Goods amount of insurance required for Goods.	from Ex-Works (i.e., works, factory, warehouse, etc.) to delivery at the Site Full replacement value
19.2.3(a)	amount of insurance required for liability for breach of professional duty	Full replacement value of the Works to be designed by the Contractor
19.2.3(b)	insurance required against liability for fitness for purpose	Yes
19.2.3	Period of insurance required for liability for breach of professional duty.	Until the date of issuance of Performance Certificate
19.2.4	amount of insurance required for injury to persons and damage to property	Injury to person and Fatal case: In accordance with Workmen Compensation Act. As analysed and estimated by the Engineer Representative.

19.2.6	other insurances required by Laws and by local practice	All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan.
21.1	time for appointment of the DAAB	Not Applicable
21.1	the DAAB shall comprise	Not Applicable
21.1	List of proposed members of DAAB: - proposed by Employer - proposed by Contractor	Not Applicable
21.2	Appointing entity (official) for DAAB members	Not Applicable
21.6	Rules of Arbitration	PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive. The place of Arbitration shall be in the Employer's country: Karachi, Pakistan

Particular Conditions

Part B - Special Provisions

1.1	Definition	<u>1.1.76 “Specification”</u>
		<p>1.1 Following is added at the end:</p> <p style="padding-left: 40px;">“and consists of two parts i.e.,</p> <p style="padding-left: 80px;">i) “Part A - Specific Provisions”; and</p> <p style="padding-left: 80px;">ii) “Part B - Technical Provisions”.”</p>
1.2	Interpretation	<p>“and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). Sub-paragraph (k) is added:</p> <p>“(k) The word “tender” is synonymous with “bid” the word tenderer with “bidder”, the words “tender documents” with “bidding documents” and “Schedule of Prices” with “Bill of Quantities”, as applicable.”</p>
1.5	Priority of Documents	<p>The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:</p> <p>(a) the Contract Agreement;</p> <p>(b) the Letter of Acceptance;</p> <p>(c) the Letter of Bid;</p> <p>(d) the Particular Conditions Part A - Contract Data;</p> <p>(e) the Particular Conditions Part B - Special Provisions;</p> <p>(f) the General Conditions;</p> <p>(g) the Specification Part A - Specific Provisions;</p> <p>(h) the Specification Part B - Technical Provisions;</p> <p>(i) the Drawings;</p> <p>(j) the completed Schedules to Bid including Bill of Quantities;</p> <p>(k) any other documents forming part of the Contract.</p>
		<p>The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.</p>
1.6	Contract Agreement	<p>In the last line of the 1st paragraph the text “shall be borne by the Employer” is substituted by “shall be reimbursed by the Employer to the Contractor”.</p>
3.1	The Engineer	<p>In sub-paragraph (a) the text “as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “professional engineer”.</p>
3.2	Engineer’s Duties and Authority	<p>The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <p>(a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [Subcontractors]</p> <p>(b) Certifying additional cost determined under Sub-Clause 4.12 “Unforeseeable Physical Conditions”.</p> <p>(c) Any action under Sub-Clauses 8.9 [Employer’s Suspension] and 8.12 [Prolonged Suspension]</p> <p>(d) Issuance of “Taking Over of the Works and Sections” under Sub-Clause 10.1.</p> <p>(e) Any action under Sub-Clause 4.2 “Performance Security” and Sub-</p>

		<p>Clause 19.2 “Insurance to be provided by the Contractor” of sorts.</p> <p>(f) Issuing “Variation and Adjustments” under Clause 13, except:</p> <ul style="list-style-type: none"> (i) in an emergency* situation, as specified below, or (ii) if such variation resulting in an increase of the Accepted Contract Amount in excess of one percent (1%) subject to accumulative Variations not exceeding two percent (2%) of the Accepted Contract Amount. Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering]. <p>(g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money].</p> <p>(h) Issuance of “Issue of FPC” under Sub-Clause 14.13</p> <p>(i) Fixing rates or prices under Sub-Clause 3.7.</p> <p>(j) Extra payment as a result of Contractor’s claims under Clause 20.</p> <p>(k) “Release of Retention Money” to the Contractor under Sub-Clause 14.9</p> <p>(l) Issuance of “Performance Certificate” under Sub-Clause 11.9.</p> <p>(m) Any change in the ratios of Contract currency proportions and payments thereof under Clause 14.15 “Currencies of Payment”.</p> <p>Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer’s Duties and Authority] of the General Conditions.</p> <p>* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.)</p> <p>Following is added after the words “the Employer’s consent is required” in 4th paragraph:</p> <p>“stating that the Employer’s consent has been obtained for that specified authority”</p>
4.2	Performance Security	<p><u>4.2.1 Contractor’s Obligations</u></p> <p>The entity issuing the Performance Security and its form shall be as under: The Performance Security shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the form of Bank Guarantee from any scheduled bank in Pakistan with with at least AA or above PACRA Rating (Karachi Base) within 14 days after the receipt of Letter of Acceptance.</p> <p>In case of Joint Venture, the Performance Security shall be in the name of the Joint Venture or in the name of Lead/ either firm of the JV or in ratio of shares of the individual JV partners.</p> <p>Following paragraph is added at the end of this Sub-Clause: “The amount of Performance Security shall be reduced to 50% following issue</p>

		of the Taking-Over Certificate for the whole of the Works under Clause 10 of Conditions of Contract.”
4.3	Contractor’s Representative	<p>In second paragraph the text “professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “qualified, experienced”.</p> <p>In the 3rd paragraph the words “28 days” are substituted by “14 days”. In 2nd line of 4th paragraph the text “or appoint a replacement” is substituted by “except appointment of a suitable temporary replacement is deployed at the Site”</p>
4.4	Contractor’s Documents	<p>4.4.2 As-Built Records</p> <p>First paragraph is deleted and the text in the last paragraph is substituted with the following:</p> <p>“The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works asbuilt. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings.</p> <p>The price of such Drawings shall be deemed to be included in the Contract Price.”</p> <p>Following Sub-Clause is added:</p> <p>4.4.4 Shop Drawings</p> <p>The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.</p> <p>Review and approval by the Engineer shall not exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer’s review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.</p>
4.8	Health and Safety Obligations	<p>The following text is added at the end of this Sub-Clause:</p> <p>In the event of work being carried out outside the normal working hours and in the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer.</p>
4.20	Progress Reports	<p>At the end of sub-paragraph</p> <p>(g) the word “and” is deleted and at the end of sub-paragraph</p> <p>(h) the full stop (.) is replaced with “;”, and the following new sub-paragraphs are added as:</p> <p>(i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing;</p> <p>(j) monthly summary of daily job record indicating weather conditions, deployment of Contractor’s Equipment, labour employment, local material procurement and material import, if any; and</p>

		<p>(k) Salient contractual and project information.</p> <p>(l) a) For purposes of Sub-Clause 4.20, the Contractor shall submit to the Engineer detailed programme for the following:</p> <ol style="list-style-type: none"> (1) Execution of Works; (2) Labour Employment; (3) Local Material Procurement; (4) Material Imports, if any; and (5) Other details as required by the Engineer. <p>(m) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, electronic copy and 10 copies each of Monthly Progress Reports covering:</p> <ol style="list-style-type: none"> (1) A Construction Schedule indicating the monthly progress in percentage; (2) Description of all work carried out since the last report; (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing; (4) Monthly summary of daily job record; (5) Photographs to illustrate progress; and (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same. <p>(n) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.</p>
5.1	Subcontractors	<p>Add the following text at the end of paragraph (ii):</p> <p>“under Schedule to Bid”</p> <p>The following is added at the end of the last paragraph of Sub- Clause 5.1:</p> <p>“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub- Clause 15.2.3 [<i>After Termination</i>].</p> <p>The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for subcontracts for the Works, and endeavour to employ such contractors as Subcontractors.”</p>
5.2	Nominated Subcontractors	<p><u>5.2.2 Objection to Nomination</u></p> <p>In sub-paragraph (c), “and” is deleted from the end of (i);“.” at the end of (ii) is replaced with: “, and”.</p> <p>The following is then added as (iii):</p> <p>“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [<i>Payment to nominated Subcontractors</i>].”</p>
6.1	Engagement of Staff and Labour	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“The Contractor shall, to the extent practicable and reasonable, employ staff (not less than 50%) and labour (not less than 85%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.”</p>

6.7	Health Safety and of Personnel	<p>The existing text is substituted with the following:</p> <p>“In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.”</p>
6.8	Contractor’s Superintendence	<p>Insert at the end of sub-paragraph (a) of this Sub-Clause:</p> <p>"or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties"</p> <p>The following text is added at the end of this Sub-Clause:</p> <p>“The Contractor’s authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council.</p> <p>The Contractor’s authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.”</p>
6.12	Key Personnel	<p>The following is inserted at the end of the last paragraph:</p> <p>“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”</p> <p>The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12:</p>
6.13	Foreign Personnel	<p>The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required</p> <p>Residence visas and work permits. The Employer will, if requested by the Contractor, use all reasonable endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor’s personnel.</p> <p>The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.</p>
6.14	Supply of Food stuffs	<p>The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.</p>
6.15	Supply of Water	<p>The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.</p>
6.16	Measures against Insect and Pest Nuisance	<p>The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.</p>

6.17	Alcoholic Liquor or Drugs	The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
6.18	Arms and Ammunition	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
6.19	Festivals and Religious Customs	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
6.20	Funeral Arrangements	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works
6.21	Forced Labour	The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
6.22	Child Labour	The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.
6.23	Employment Records of Workers	The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records].
6.24	Workers' Organizations	The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.
6.25	Non-Discrimination and Equal Opportunity	<p>The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.</p> <p>Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).</p>
6.26	Epidemics	In the event of any out-break of illness of epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.
7.7	Ownership of Plant and Materials	<p>The following is added before the first paragraph: "Except as otherwise provided in the Contract,"</p> <p>The following is added at the end of the Sub-Clause:</p> <p>"No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:</p> <p>i. remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice</p>

		<p>shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or</p> <p>ii. replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).</p> <p>Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.</p> <p>The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause."</p>
	The following Sub-Clause 7.9 is added after Sub Clause 7.8:	
7.9	Use of Pakistani Materials and Services	The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.
8.1	Commencement of Works	The following is added before the first paragraph: "After signing of the Contract Agreement by both Parties," and thereafter the word "The" is replaced with the word "the".
8.5	Extension of Time for Completion	The following is added after paragraph (c): "for last five years".
8.14	Incentives For Early Completion	<p>If Contract Data does not state applicability of incentives for early completion, this Sub-Clause shall not apply.</p> <p>The Contractor shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to bonus payment if the Works and/or each Section is completed earlier than the Time for Completion for the Works or Section (as the case may be). The amount of bonus for early completion of the Works and/or each Section shall be up to a limit and at a rate of 50% of the relevant limit and rate of delay damages prescribed in Contract Data and shall be paid for every day which shall elapse between the relevant Date of Completion of the Works or Section and the relevant Time for Completion.</p> <p>For the purposes of calculating any bonus payment, the applicable Time for Completion stated in the Contract Data is fixed and no adjustments of this time by reason of granting an EOT will be allowed.</p>
	The following Sub-Clause 11.12 is added after Sub-Clause 11.11:	
11.12	Supervisory Assistance During DNP	If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion.
12.2	Method of Measurement	The following paragraph is added at the end of the Sub-Clause: "Summary of measured quantity for payment shall be delineated item-wise

		under four heads namely; "Schedule of Prices Quantity", "Quantity Executed To-date", "Quantity Certified Previously" and "Net Quantity Executed under this Certificate".
12.3	Valuation of the Works	The following text is added at the end of fifth paragraph of the Sub-Clause: "Sum of overhead charges and profit for sub-paragraph (a) shall be Twenty Five percent (25%)".
13.4	Provisional Sums	The following paragraph is inserted as the penultimate paragraph: "The Provisional Sum shall be used to cover the Employer's share of the DAAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members' invoices and the satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.
13.6	Adjustments for Changes in Laws	The following paragraphs are added at the end of the Sub- Clause: "Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost]."
14.1	The Contract Price	<p>The following is added at the end of the Sub-Clause:</p> <p>"Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved re-export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not re-exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon re-export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be re-exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to re-exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining."</p> <p><i>[The Employer may change or delete this Sub-Clause as per Project requirements]</i></p>
14.2	Advance Payment	<p><u>14.2.1 Advance Payment Guarantee</u></p> <p>The entity issuing the Advance Payment Guarantee and its form shall be as under:</p> <p>The Advance Payment Guarantee shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-</p>

		<p>guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the form of Bank Guarantee from any schedule bank in Pakistan with AA+ Rating PACRA (Karachi Base) within 14 days after the receipt of Letter of Acceptance.</p> <p>In case of Joint Venture, the Advance Payment Guarantee(s) shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.</p>
14.6	Issue of IPC	<p><u>14.6.1 The IPC</u></p> <p>In the first line of the 1st paragraph the words “28 days” are substituted by “14 days”.</p>
14.7	Payment	<p>The words “or through crossed cheque in favour of the Contractor or JV partners. The Payment to JV partners shall be made at the request of the Joint Ventures in the ratio of their shares specified by them” are added at the end of the Sub-Clause.</p>
14.8	Delayed Payment	<p>In the first paragraph, third line, the words “compounded monthly” are deleted</p> <p>The text of 2nd paragraph is deleted and substituted with the following: “The Employer shall pay to the Contractor compensation at the rate stated in the Contract Data.”</p>
15.2	Termination for Contractor’s Default	<p><u>15.2.1 Notice</u></p> <p>Following text is added at the end of sub-paragraph (h) of this Sub-Clause: “For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004.”</p> <p><u>15.2.3 After Termination</u></p> <p>The word “and” at the end of sub-paragraph (ii) of paragraph (b) is deleted the following paragraph is added after sub-paragraph (iii): “(iv) all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [<i>Employer-Supplied Materials and Employer's Equipment</i>], and”</p>
15.4	Payment after Termination	<p>The following text is added at the end of this Sub-Clause: “The Employer shall be entitled to sell any of the Contractor’s Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause including any outstanding payments to the Subcontractors.</p>
16.2	Termination by Contractor	<p><u>16.2.1 Notice</u></p> <p>The sub-paragraph (j) is deleted in its entirety. At the end of sub-paragraph (i) “; or” is replaced with “.” and at the end of sub-paragraph (h) “;” is replaced with “; or”. In sub-paragraph (f) “84 days” are replaced with “180 days” and text “for reasons not attributable to the Contractor” is added at the end.</p>
16.3	Contractor’s Obligations After Termination	<p>Sub-paragraph (c) is deleted and replaced with: “(c) deliver to the Engineer all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [<i>Employer-Supplied Materials and Employer's Equipment</i>]; and (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”</p>
17.1	Responsibility for Care of the Works	<p>After the two instances of “Goods” in the last paragraph, the words “Employer-Supplied Materials and/or Employer's Equipment” are added.</p>
	The following Sub-Clause 17.7 is added after Sub-Clause 17.6:	
	Use of Employer’s	<p>The Contractor shall take full responsibility for the care of the items of the Employer’s facilities and/or accommodation, if any, as detailed in the</p>

	Accommodation / Facilities	Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer. If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor's risk and cost.
18.1	Exceptional Events	The words "or disorder" are replaced with "disorder or sabotage" in sub-paragraph (c) of the Clause.
18.4	Consequences of an Exceptional Event	The following is added at the end of sub-paragraph (b) after deleting the ".": ", including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor]." In sub-paragraph (c), the words "and necessarily" are added after the words "was reasonably".
18.5	Optional Termination	Following text is added at the end of first paragraph:
19.1	General Requirements	"The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer's consent." Following text is added at the end of third paragraph: "The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5."
19.2	Insurance to be provided by the Contractor	<u>19.2.5 Injury to employees</u> The words "sickness, disease" are deleted in the third line of first paragraph. The following Sub-Clause is added after Sub-Clause 19.2.6: <u>19.2.7 Insurance Company</u> "The Contractor shall be obliged to place all insurances from any schedule bank in Pakistan with at least AA or above PACRA Rating (Karachi Base) described in this Clause with insurers listed in the Contract Data."
21.6	Arbitration	The word "international" is deleted in the sixth line of first paragraph. The text of sub-paragraph (c) is substituted with the following: "the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data,"
	The following Clauses are added after Clause 21	
22	Custom Duty	<i>[Employer may incorporate provisions where applicable. However, in order to make the bid more accurate, the payment of Customs Duties should be the responsibility of the Employer.]</i>
23	Taxes	The Contractor, Subcontractors and their employees shall be liable to pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such taxes.
24	Integrity Part	If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to : (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agent or servants; (b) terminate the Contract; and (c) recover from the Contractor any loss or damage to the Employer as a

		<p>result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants. The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub- paragraph (a) and (c) of this Sub-Clause.</p>
--	--	--

SPECIFICATIONS

PART A - SPECIFIC PROVISIONS

&

PART B - TECHNICAL PROVISIONS

01 GENERAL

The General Conditions of Contract Part I & II shall form an integral part of these General Requirements.

The Contractor shall notify all sub-contractors of the provisions of the Conditions of Contract and the General Requirement of this Specification.

The arrangement and divisions of these Specifications is not to be construed as establishing the limits of responsibility of sub-trades.

The Contractor is responsible for delineating the scope of Sub-Contracts and for coordinating all the Works.

All works shall be carried out in accordance with the following specifications, supplemented by detailed specifications contained in the following sections. Any inconsistencies or ambiguities shall be brought to the notice of the Engineer for his clarification/decision. Decision and direction of the Engineer, in all such cases, shall be final and binding.

The Contractor shall make himself thoroughly familiar with the site conditions, foresee any and all problems likely to be encountered during execution of the works, and shall be able and ready to solve them effectively. Proposals for solutions to the problems shall be submitted to the Engineer for approval before proceeding with the work.

02 APPLICABLE CODES AND STANDARDS

In the absence of other Standards being required by the Contract Documents, all work and materials shall meet the requirement of the Uniform Building Code of the United States, and/or applicable American Society for Testing Materials (ASTM) American Association of State Highway and Transportation Officials (AASHTO) Specifications and the latest American Concrete Institute Manual of Concrete Practice and American Institute of Steel Construction (AISC) Manual relevant to the Works except in cases where the Pakistan Building Code requires a higher standard. In such cases the Pakistani Code shall govern. Where the abbreviations listed below are used, it refers to the latest code, standards, or publication of the following organizations:

AASHTO American Association of State Highway and Transportation Officials.

ACI American Concrete Institute

AISC American Institute of Steel Construction

ANSI American National Standards Institute

ASA American Standard Association

ASCE American Society of Civil Engineers

ASTM American Society for Testing and Material

AWS American Welding Society

BSI British Standards Institute

BSICP British Standard Institute Code of Practice

PCA Portland Cement Association

PSI Pakistan Standard Institute

UBC Uniform Building Code

NHA Schedule

PIANC International Association for Ports and Harbors

Should the Contractor, at any time and for any specific reasons, wish to deviate from the above standards or desires to use materials or equipment other than those provided for by the above standards, then he shall state the exact nature of the change giving the reasons for making the change and shall submit complete specifications of the materials and descriptions of the equipment for the Engineer's approval, whose decisions shall be conclusive and binding upon the Contractor.

03 CODES, STANDARDS, CERTIFICATES

The Contractor shall supply and have at his site office:

Copies of all latest editions of codes and standards referred to in these specifications by number, or equivalent codes and standards approved by the Engineer.

Catalogues and published recommendations from manufacturers supplying products and materials for the project.

The Contractor shall provide manufacturer's or supplier's certificates to the Engineer for all products and materials which must meet the requirements of a specific code or standard as stated in these Specifications.

04 UNITS OF MEASUREMENTS

The International System of Units (SI) shall be used throughout this Project or as directed by "The Engineer".

05 MANUFACTURER'S RECOMMENDATIONS

Installation of manufactured items shall be in accordance with procedures recommended by the manufacturer or as approved by the Engineer.

06 EXISTING CONDITION AT SITE

Drawings and information pertaining to existing project conditions are furnished for reference.

Neither the Employer nor the Engineer warrants the adequacy or correctness of these.

07 PROTECTION AND PRECAUTIONS

The Contractor and his sub-contractors shall afford all necessary protection to existing structures and will be required to make good at his own expense any damage done to such structures through his own or his representatives or subcontractors' fault and negligence.

The Contractor and his sub-contractors shall afford all necessary protection to existing roads in the area. He will clear and make good at his own expense any damage to or debris on these roads through his own fault and negligence. He must at all-time ensure the free and normal flow of traffic and shall not cause obstruction to the traffic system. The Contractor and his sub-contractors shall provide and maintain necessary protection and precautionary measures such as warning signs, warning lamps and barricades etc. to prevent accidents.

The Contractor shall promptly correct all such damage to original condition at no additional expense to the Employer.

The Contractor shall cooperate with trades performing work under other Contracts as necessary for completion.

08 SETTING OUT OF WORK

Establish all boundaries, markers, levelling stakes and bench marks on the site to adequately set out all work. Verify all data and their relationship to establish and Engineer's survey control points and public bench-marks and report discrepancies to the Engineer. Permanently mark the necessary controls for distance and elevation sufficient to serve throughout the Contract and protect these control points adequately against damage and displacement.

Project setting out is for the use of all trades; each trade is responsible for the layout of its own work.

09 SEQUENCE OF CONSTRUCTION

The Contractor shall submit his proposal for approval of the Engineer the sequence of Construction, prior to starting the works. The works shall be executed as per approved sequence of construction.

10 LINES AND LEVELS

Survey control points will be established by the Engineer. The Contractor shall be responsible for verifying these and shall be responsible for all requirements necessary for the execution of any work to the locations, lines, and levels specified or shown on the drawings, subject to such modifications as the Engineer may require as work progresses.

11 PARTIAL POSSESSION

Whenever, as determined by the Employer any portion of work performed by the Contractor is in a condition suitable for use, the Employer may take possession of or use such portion.

Such use by the Employer shall in no instance be construed as constituting final

acceptance, and shall neither relieve the Contractor of any of his responsibilities under the Contract, nor acts a waiver by the Employer of any of the conditions thereof, provided that the Contractor shall not be liable for the cost of repairs, re-work, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increase the cost or delays to the completion of remaining portions of work, the Contractor will be entitled to an equitable adjustment.

If, as a result of the Contractor's failure to comply with the provision of the Contract, such use proves to be unsatisfactory, the Employer will have the right to continue such use until such portion of the work can, without injury to the Employer, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

12 EXISTING SERVICES

The Contractor shall search for, find, locate and protect any wiring, cable, duct, pipework, etc., within or immediately adjoining the site area.

The Contractor shall take full responsibly for safety of existing service lines, utilities and utility structures uncovered or encountered during excavation and construction operations.

The Contractor shall take full responsibility for damaging any such service lines, utility/utility structure and any cost and/or expense that arises or issues from any such damage shall be borne directly by himself. Should any damage to any such service occur the Contractor shall forthwith take remedial action, initiate safety precautions, install temporary services and carryout repair all at his own cost and expense and inform the Engineer and notify all relevant authorities? Existing utilities which are to remain in service for or after the works are to be determined by the Contractor. If any existing service lines, utilities and utility structures which are to remain in service are uncovered or encountered during these operations, they shall be safeguarded, protected from damage, and supported.

13 PLANT AND EQUIPMENT

The Contractor shall submit a detailed list of plant and equipment which he shall undertake to bring to the site to carry out the work. The list shall satisfy the Engineer as to type, size and quantity. The list shall include for each piece of equipment the type, manufacturer, model, identification number and year of manufacture. The Contractor shall provide on the site of the work at his cost all of the equipment listed and all subsequent equipment required for approval of the detailed programmer of work and such equipment which may be directed by the Engineer. The Contractor shall supply all plant and equipment necessary for the construction of each phase of the work and it must be on site, inspected and approved by the Engineer.

14 CONSTRUCTION AREA AND ACCESS

The Contractor shall confine his operations to the areas that are actually required for the Works and shall fence the area accordingly. Arrangements for access roads, storage areas and routes for haulage of materials are to be made by the Contractor at his own cost, subject to the approval of the Engineer.

15 STORAGE & HANDLING FACILITIES

The Employer will provide the Contractor possible space within or nearby the area of site of works for the storage of plant, equipment and materials and for Contractor's temporary office, during the currency of the Contract. In case the adjacent area as required by the Contractor is not available within the Project boundary for storage of plant, equipment and machines then the Contractor shall arrange at his own expense possible space for storage of plant, equipment and machines at his own cost and expense. On no account shall such temporary installations conflict/interfere with any of the permanent installations, services and any operational function of Employer. The handling and storage of all plants, equipment and materials at site shall be the sole responsibility of the Contractor and at no risk and cost to the Employer.

The Contractor shall protect all material against corrosion, mechanical damage or deterioration during storage and erection on site. The protection methods shall be to the approval of the Engineer.

16 TEST LABORATORY AND TESTING

16.1 All fender units and associated components (e.g. rubber elements, frontal panels, chains, fixings) to be supplied and installed under this Contract shall be subjected to Factory Acceptance Testing (FAT) prior to shipment. The purpose of the FAT is to ensure that the fenders meet the specified performance characteristics, material properties, dimensional tolerances, and workmanship requirements.

All testing shall comply with the latest edition of **PIANC guidelines**, as well as relevant **ASTM**, **ISO**, or **BS** standards.

16.1.1 Scope of Testing

Factory testing shall be carried out on the following components:

- 1) Rubber fender units
- 2) Frontal panels
- 3) Bolts, chains, anchors, and fixings
- 4) Any energy-absorbing or force-transferring components

16.1.2 Performance testing may include (or alternate(s)), but not be limited to:

- 1) Compression testing to verify energy absorption and reaction force characteristics
- 2) Hardness testing (Shore A)
- 3) Tensile strength and elongation at break
- 4) Specific gravity

- 5) Tear resistance
- 6) Ozone resistance (as applicable)

16.1.3 Witnessing and Reporting

The Employer and/or Engineer reserves the right to witness factory testing.

The Contractor shall notify the Engineer at least fourteen (14) calendar days in advance of the scheduled test dates.

Detailed FAT reports shall be submitted and shall include:

- 1) Description of test procedures and equipment used
- 2) Calibration certificates
- 3) Raw and analyzed data
- 4) Test results compared with specified criteria
- 5) Manufacturer's compliance certification

16.1.4 Acceptance Criteria

- 1) All tested components must conform to the specified mechanical and performance properties within the tolerances defined in the technical specifications.
- 2) Any fender unit or component found to be non-compliant shall be rejected and replaced at the Contractor's cost.

16.1.5 Retesting

- 1) If any test fails to meet the specified criteria, the Contractor shall investigate the cause, rectify the issue, and repeat the test.
- 2) All retesting costs, including travel and lodging of witnesses (if applicable), shall be borne by the Contractor.

16.1.6 Authorization for Delivery

- 1) No equipment shall be shipped to site until FAT results have been reviewed and accepted in writing by the Employer or Engineer.
- 2) Any delivery prior to FAT approval shall be at the Contractor's own risk.

16.1.7 Cost Responsibility

- 1) All costs related to factory testing, including arrangements for testing facilities, test specimens, and documentation, shall be borne by the Contractor.
- 2) Costs for travel and accommodation of representatives of the Employer/Engineer as per specified in the BOQ, for test witnessing shall also be included in the Contractor's scope.

16.2 Testing, except as otherwise specified herein, shall be performed by an approved testing agency as proposed by the Contractor and at no extra cost to the Employer. The Engineer may require all testing to be carried out under his supervision only.

16.3 If suitable and adequate material testing laboratory is not available in the vicinity, then the Contractor shall provide and maintain a materials testing

laboratory in the vicinity of the Contractor's Camp and the laboratory shall have sufficient working area and shall be equipped with all necessary facilities including a suitable store room.

16.4 The Contractor shall supply and maintain to the satisfaction of the Engineer or his representative complete testing equipment, apparatus, tools, gauges, instruments, etc. in sufficient number and adequate for all tests to be carried out as specified in these specifications. Valid calibration certificates of gauges / instruments / equipment shall be provided by the Contractor.

16.5 The Contractor, after the approval by the Engineer for the source of cement and steel shall make available at the site sufficient stock of the materials in advance in order to allow sample testing for quality control prior to use.

16.6 The quality control testing shall be performed by the Contractor's competent personnel in accordance with a site testing and quality control programme to be established by the Contractor and approved by the Engineer or his Representative. The Contractor shall keep a complete record of all quality tests performed on site and submit the same to the Engineer. All quality control and related tests shall be carried out in accordance with applicable standards and codes.

17 CONSTRUCTION & CHECKING AT SITE

The Contractor shall submit to the Engineer in due time for approval and discussion, his proposals and plans as to the method and procedure to be adopted for the temporary and permanent works involved.

The submitting to these suggestions and arrangements, and the approval thereof by the Engineer shall not relieve the Contractor of his responsibilities and duties under the Contract.

The carrying out of all work included in the Contract is to be supervised by a sufficient number of qualified representatives of the Contractor and full facilities and assistance are to be afforded by the Contractor for the Engineer or his Representative to check & examine the execution of the work.

The Engineer reserves the right to inspect all parts of the works but may at his discretion waive inspection on certain items. This shall in no way absolve the Contractor from his responsibilities. This particularly applies to the checking of materials, the accurate setting out of foundations, and to the levelling, setting and aligning of the various parts, and to the proper fitting and adjustment of manufactured and finished materials and fixtures in position.

If the Engineer or his Representative find that the work progress is slow in such a way that the works or parts thereof will not be completed in the time specified, then he shall order the Contractor to work overtime or in shifts and the Contractor shall comply. These arrangements will be free of all financial encumbrances and at no additional costs to the Employer.

In the event of night work, the Contractor shall provide sufficient and adequate lighting to the satisfaction of the Engineer or his Representative and shall supply the necessary manpower for satisfactory continuation of the work after normal hours.

18 BAR BENDING SCHEDULE

Bar bending (reinforcement bars) schedule of all drawings shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval.

19 DRAWINGS

19.1 The Contractor shall submit the drawings along with the repair/maintenance/ Construction proposals duly designed and vetted by reputable consultant registered with Pakistan Engineering council (Valid certificate) under the field of specialization 1201, 1203, 1204, 1217 & 1215.

All the tests required for designing as well as execution of work are the responsibility of Contractor and no extra payment in this regard would be paid.

19.2 Drawings Issued for Construction of various parts of the Works based on Construction programme approved by the Engineer for issuance to the Contractor from time to time.

19.3 Study of Drawings: The Contractor shall study all Drawings Issued for Construction carefully as soon as practicable after receipt thereof, and any errors discovered shall promptly be brought to the knowledge of the Engineer for his instructions.

19.4 Drawings to be furnished by the Contractor:

(a) Shop Drawings.

All shop drawings required for the work including all kinds of fabrication, field erection, installation, placement and layout drawings shall be furnished by the Contractor for approval of the Engineer. If additional detail drawings are necessary to complete any part of the work, such including reinforcing steel, drawings shall be prepared by the Contractor and submitted to the Engineer for approval. All drawings shall be complete and shall be submitted in due time and in logical order to facilitate proper coordination.

(b) Lift and placement Drawings.

At least thirty calendar days prior to starting construction of any concrete lift or other placement, the Contractor shall submit lift or other placement drawings to the Engineer for approval. Lift or other placement drawings shall be submitted for each lift or other placement of concrete to be placed. These drawings shall be to such scale as to clearly show all recesses, openings, and embedded parts, including embedded structural steel, mechanical and electrical items, reinforcement placement in each lift in sufficient detail for proper execution of the work.

(c) Construction Plant Layout Drawings.

Three prints of drawings, showing the layout of construction plant and equipment the Contractor proposes to use on the work, shall be submitted by the Contractor for review to the Engineer. The drawings shall show the locations of the principal components of the construction plant, offices; storage areas and yards which the Contractor proposes to construct or use at the site of the work and elsewhere. The drawings shall also show the unloading facilities for materials and equipment at the work site.

19.5 Submissions and Approvals:

(a) Except as otherwise specified, three copies of each drawing for approval or review shall be furnished to the Engineer. Within thirty calendar days after receipt, the Engineer will send one copy to the Contractor marked Approved, Approved/Except as Noted, or Returned for Correction. The notations Approved and Approved/Except as Noted will authorize the Contractor to proceed with the fabrication of the materials and equipment covered by such drawings subject to the corrections, if any, indicated thereon.

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

(b) Upon receipt of prints which have been Approved or Approved Except as Noted, the Contractor shall furnish three prints plus one reproducible of each drawing to the Engineer. If revisions are made after a drawing has been approved, the Contractor shall furnish 3 additional prints and one reproducible subsequent to each approved revision.

(c) Shop drawings to be prepared by a Sub-contractor shall be submitted in the same manner as (a) & (b) above but they will be submitted through the Contractor.

(d) All of the applicable requirements of this Clause with reference to drawings to be prepared by the Contractor, including Sub-contractors, shall apply equally to catalogue cuts, illustrations, printed specifications, or other data submitted for approval.

(e) Any work done on Contractor's drawings shall be at the Contractor's risk. The Engineer will have the right to request any additional details and to require the Contractor to make any changes in the drawings which are necessary to conform to the provisions and intent of design and specifications without additional cost to the Employer. The approval of the drawings by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Approval by the Engineer of the Contractor's drawings shall not be held to relieve the Contractor of his obligation to meet all the requirements of the Specifications or of his responsibility for the correctness of the Contractor's drawings or of his responsibility for correct fit of assembled parts in final position or of his responsibility for the adequacy of method of construction.

20 AS-BUILT DRAWINGS

The Contractor shall, at all times, keep on the site one copy of all drawings and approved samples together with copies of all building, mechanical, electrical and public safety codes and relevant standards applicable to the works. All such material shall be made available to the Engineer.

In addition, the Contractor shall, at all times, keep on site a separate set of prints on which shall be noted neatly, accurately and promptly as the work progresses all significant changes between the work shown on the drawings and that which is actually constructed. The sub-Contractors shall each keep on site, at all times, a separate set of prints of the drawings showing their parts of the work on which

shall be noted, neatly accurately and promptly as work progresses the exact physical location and configuration of the works as actually installed, including any revisions or deviation from the Contract Documents.

At the completion of the works, the Contractor shall at his expense, supply to the Engineer six copies and one reproducible copy of all drawings alongwith CD containing all as built drawings amended to comply with the work "As Built". The Contractor shall provide in the same format as the original drawings, any additional drawing required to record the work.

21 RESTORATION AND CLEANING

The Contractor shall do regular cleaning and clean away all rubbish and excess materials that may accumulate from time to time on completion and before handing over. Upon completion of the works he shall obliterate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, stock piles of excess or waste materials, or any other vestiges of construction, unless otherwise directed by the Engineer. The works and site shall be left in a clean and satisfactory state for immediate use and occupation. Care shall be taken not to use any cleaning materials which may cause damage to the surface to be cleaned.

22 PROTECTION OF THE WORKS

The Contractor shall whenever necessary cover up and protect the works from weather and damage by his own or other workmen performing subsequent operation. He shall provide all necessary dust sheets, barriers and guard rails and clear away the same at completion.

The Contractor shall take all proper steps for protection at all places on or about the works which may be dangerous to his workmen or any other person or to traffic. The Contractor shall provide and maintain warning signs, warning lamps and barricades as necessary.

23 PRODUCT DATA

Manufacture's standard schematic drawings shall be modified or deleted to indicate only information which is applicable to the project. Such standard information shall be supplemented to provide all additional applicable information.

Manufacturer's catalogue sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive literature shall be clearly marked to identify pertinent materials products or models. Dimensions and required clearances shall be indicated. Shop performance characteristics and capacities shall be noted.

24 SAMPLES

24.1 The Contractor shall furnish for approval of the Engineer with reasonable promptness all samples as directed by the Engineer or specifically called for in

these Specifications. The Engineer shall check and approve such samples with reasonable promptness for compliance with the requirements of Contract Documents. All work shall be in accordance with approved samples.

24.2 Duplicate final approved samples, in addition to any required for the Contractor's use, shall be furnished to the Engineer, one for office use and the other for the Site.

24.3 Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.

24.4 Each sample shall be properly labeled with the name and quality of the material, manufacturer's name, name of the project, the Contractor's name and the date of submission, and the Specifications Article number to which the sample refers.

24.5 The manufacturer's installation directions shall be provided with each sample. The Contractor shall pay all transportation costs and deliver samples to the Engineer's office, Site or testing laboratory as directed by the Engineer.

Samples will not be returned unless return is requested at the time of submission; all packing and transportation costs for the return of samples shall be paid by the Contractor.

24.6 Samples shall be of adequate size and number to permit proper evaluation of the material by the Engineer. Where variations in colour, texture, dimensions or other characteristics are to be expected, the Contractor shall submit samples showing the maximum range of variation. Materials exceeding the range of variation of the approved samples shall not be used on the Work.

24.7 If both Shop Drawings and samples are required for the same item, the Engineer may require both to be submitted before approving either.

24.8 No acceptance or approval of any Shop Drawings or sample, or any indication or directions by the Engineer on any Shop Drawings shall constitute an authorization for any increase in the Contract Sum.

25 PRODUCT QUALITY AND HANDLING

Suppliers of local and foreign products and installations specified shall have been regularly engaged in the business of manufacturing, fabricating, installing and / or servicing work required for a period not less than 5 years. In addition, the Engineer may request as appropriate a:

- List of similar installations that describes project, scope and date of completion.
- Complete literature, performance data, and technical data.
- List of services record within Pakistan.
- Location of service office from which this installation could be maintained.

For the actual fabrication, installation, and testing of the specified work, use only thoroughly trained and experienced workmen completely familiar with the items required and with the manufacturers recommended methods of installation. In acceptance or rejection, no allowance will be made for the lack of skill on the part of workmen.

Use all means necessary to protect materials before, during and after installation

and to protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacement necessary for approval and at no additional cost to the Employer.

26 INSPECTION & TESTS REPORTS

All equipment and materials furnished under these specifications and all work performed in connection therewith will be subject to rigid inspection by the Engineer or the Engineer's Representative. Acceptance of equipment and material or the waiving off inspection thereof shall in no way relieve the Contractor of his responsibility for meeting the requirements of the Contract.

The Contractor shall furnish the Engineer with certified true copies of test reports of all materials used in the manufacture and fabrication of all equipment and material including metal work, steel pipes, fire bricks etc. The result of these tests shall be in such form as to show compliance with the applicable Specifications, standards and codes for the material used.

27 ACCIDENT PREVENTION, PROTECTIVE EQUIPMENT

The Contractor shall comply and enforce compliance by all his sub-Contractors with the highest standards of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and statutory provisions in Pakistan.

All requisite barriers, fences, warning signs, lights and other safety precautions as required for the protection of persons and property on or adjacent to the site shall be provided at the Contractor's cost.

All warning signs shall be in two languages, English and Urdu, and shall at all times be maintained in a clean and legible condition, to the satisfaction of the Engineer. Trash shall be removed at frequent intervals to the satisfaction of the Engineer.

28 TEMPORARY FACILITIES

The Contractor shall provide, erect or install, maintain, alter as necessary and remove on completion except as otherwise directed by the Engineer all temporary facilities and services including access roads as described hereinafter and/or in the Contract Document.

The Contractor's temporary site office shall be available for use not later than one month after the date of the site handing over.

Installation of temporary services at the site shall be given priority over all other construction at the site.

28.1 Temporary Road

The Contractor shall prepare and maintain such temporary roads as may be necessary, from the site to the nearest road and also within the site. Such roads shall be positioned strictly in accordance with the Engineer's instructions and the Contractor shall reduce or control any dust nuisance by spraying with water as

directed. The Contractor shall satisfy himself as to the locations and nature of the proposed access routes to the site and shall be responsible for preventing any damage whatsoever to adjacent property and vegetation and keeping the access road free from debris at all times.

28.2 Temporary Services

28.2.1 Temporary Water Supply

The Contractor shall supply in sufficient quantity all necessary potable and other water for construction purposes for all trades at point within a reasonable distance of the work. He shall make arrangements and pay charges for water service installation, maintenance and removal thereof, and pay the costs of water for all trades.

When the permanent water supply and distribution system has been installed, it may be used as the source of water for construction purposes provided that the Contractor obtains the written approval of the Engineer and the Employer and assumes full responsibility for the entire water distribution system and pays all charges/costs for operation and maintenance of the system mutually agreed between the Employer and the Contractor.

Temporary pipe lines and connections from the permanent service line, whether outside or within the area of site of works but necessary for the use of Contractor and his sub-contractor shall be installed, protected and maintained at the expense of the Contractor.

At completion of the work or at such time as the Contractor makes use of the permanent water supply installation, the temporary water services equipment and piping shall be removed by the Contractor at his own expense.

28.2.2 Temporary Electricity

The Contractor shall make all the necessary arrangements for a temporary electricity service, pay all expense in connection with the installation, operation and removal thereof and pay the costs of electricity consumed by all trades.

In the event that the site cannot be connected to a local electricity network or where the available power is insufficient the Contractor has to make his own provision and maintain such installation.

A temporary lighting system shall be furnished, installed and maintained by the Contractor as required to satisfy the minimum requirements for safety and security. The temporary lighting system shall afford adequate general illumination to all building areas. Adequate outdoor lighting shall be provided to illuminate staging trenches and the like to the satisfaction of the Engineer and general illumination throughout adequate for watchmen and emergency personnel.

Temporary equipment and wiring for power and lighting shall be in accordance with the applicable provisions of governing codes. Temporary wiring shall be maintained in a safe manner and utilised so as not to constitute a hazard to persons or property.

When the permanent electrical power and lighting systems are in an operating condition, they may be used for temporary power and lighting for construction purposes provided that the Contractor obtains the written approval of the Engineer and the Employer and assumes full responsibility for the entire power

and lighting system and pays all charges/costs for operation and maintenance of the system mutually agreed between the Employer and the Contractor.

Approval, license etc. if required under local laws will be obtained by the Contractor on his own responsibility and cost.

At completion of construction work, or at such time as the Contractor makes use of permanent electrical equipment and devices, temporary electricity services shall be removed by the Contractor as his own expense.

28.2.3 Waste Disposal

The Contractor shall make such temporary provisions as may be required in order to dispose of any chemicals, fuels, grease, bituminous materials, waste and soil waste and the like without causing pollution to either the site or the environment. Disposal of any materials, wastes, effluents, garbage, oil, grease, chemicals and the like shall be in areas specified by the concerned local authority proposed by the Contractor and subject to the approval of the Engineer. If any waste material is dumped in unauthorized areas the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed off as directed by the Engineer and replaced with suitable fill material compacted and finished with topsoil all at the expense of the Contractor.

28.2.4 Fire Protection

The Contractor shall provide and maintain adequate fire protection in the form of barrels of water with buckets, fire bucket tanks, fire extinguishers, or other effective means ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of the works.

Gasoline and other flammable liquids shall be stored in and dispensed from safety containers approved by the Engineer and storage shall not be within building.

Torch-cutting and welding operations performed by the Contractor shall have the approval of the Engineer before such work is started and a chemical extinguisher is to be available at the location where such work is in progress.

The Contractor shall follow the instructions and specifications of the Civil Defence Department and or other local authority.

28.2.5 Telephone

The Contractor shall immediately after receiving the Letter of Acceptance take the necessary steps to obtain a mobile and landline telephone on site. He shall be responsible for all installation and connection charges and periodic mobile and landline telephone accounts. The telephone shall be made available to the Engineer for the due performance of his duties at all times and free of charge during construction and defects liability period.

29 CONSTRUCTION SCHEDULE

A Construction schedule shall be maintained in accordance with the provisions of the General Conditions of Contract.

The schedule shall be accompanied with sufficient data and information including all necessary particulars of constructional plant, equipment machinery, temporary Works, arrival of plant, equipment at site and their installation, method of operation, work forces employed, etc., for an activities of the Works.

Should the Engineer consider any alteration or addition in the programme and time schedule, the Contractor shall conform thereto without any cost to the Employer.

Whenever necessary and wherever the progress of the actual work shows departure, the programme and time schedule shall be undated and submitted to the Engineer for his approval.

30 NOTIFICATION TO THE ENGINEER

The Engineer's Representative shall be notified daily in writing of the nature and location of the Works the Contractor intends to perform the next day so as to enable necessary inspection and measurement to be carried out. The Engineer may, if necessary, direct that longer notice be given of certain operations.

31 NIGHT WORK

When work is done at night the Contractor shall maintain from sunset to sunrise such lights on or about his work and plant as the Engineer may deem necessary for the proper observations of the work and the efficient prosecution hereof.

32 WEATHER

No work is to be undertaken when, in the opinion of the Engineer, the weather is so unsuitable that proper protection of the work cannot be ensured.

33 CO-ORDINATION WITH OTHER CONTRACTORS

The Contractor shall make all necessary coordination with other Contractor and shall make sure that all embedding components such as pipes, steel bases etc. (as required for completion of electrical works) are properly, accurately and timely installed.

The Contractor shall inform the other contractor the schedule of any construction activity well in advance giving him sufficient time to finish his part of job, before any compaction/concreting etc. The Contractor shall get the signature of the authorized representation of the other contractor before carrying out any construction activity.

If any part of electrical work is damaged or has to be dismantled or redone due to negligence/omissions/incorrect position of the embedding etc. on part of the Contractor, all such losses/expensed shall be borne by the Contractor.

All expenses incurred for the above works including coordination are deemed to be covered in his tendered cost and no separate/extra payment shall be paid against such item.

34 SUBMISSION REQUIREMENTS

34.1 Schedule submission at least sixty days before the dates when reviewed submittals will be needed.

34.2 Submit Shop Drawings as per provision given in Sub-Clause 19.5 (a) and number of copies of Product Data which the Contractor requires for distribution plus four copies which will be retained by the Engineer.

34.3 Submit three samples unless otherwise specified.

34.4 Accompany submittals with transmittal letter, in duplicate, containing:

- Date
- Project title and number
- Contractor's name and address
- The number of each Shop Drawing, Product Data and the Sample submitted.
- Notification of deviations from Contract Documents.
- Other pertinent data.

35 RESUBMISSION REQUIREMENTS

Shop Drawings:

- Revise initial drawings as required and resubmit as specified for initial submittal.
- Indicate on drawings any changes which have been made by the Engineer.
- Product Data and Samples: Submit new data and samples as required for initial submittal.

36 SURVEY INSTRUMENTS

All the instruments, equipment, stakes and other material necessary to perform all work shall be provided by the Contractor. The survey work shall be carried out by competent staff consistent with the current practices. The Contractor shall maintain on site surveying instruments in perfect working conditions to enable the Engineer to check lines and level at all times.

Survey instruments and equipment shall include but not limit to the following:

- Electronic Total Station
- Electronic Data Recorder
- Disto Laser Meter
- Precision Level Invert Staff
- Automatic Levels
- Power level
- Compass, steel tape, ranging poles

37 WEEKLY PROGRESS REPORT AND PHOTOGRAPHS

37.1 During the continuance of the Contract, the Contractor shall submit weekly progress reports on forms as approved by the Engineer. Such weekly reports shall show the actual progress completed as of date of the report plotted against the schedule as given by the Contractor at the start of work and shall be broken down so as to indicate status of all activities associated with mobilization design, material procurement, manufacture, surveys works, tests with regard to the agreed contract programme.

37.2 The Employer and the Engineer reserve the right to coordinate the schedules of this Contractor and other Contractors working at the Site, and to adjust and/or change any and 0100-14 all such schedules as required during the course of construction in order to achieve a coordinated project in harmony with the Employer's completion date.

37.3 Commencing after the first week of construction, and continuing every week until completion, the Contractor shall take and submit photographs to the Engineer's Representative, to show progress of his work and completion of each structure or major feature.

38 CONTRACTOR TO NOTIFY DELAYS ETC.

Any delay which will affect the completion of Works shall be detailed by the Contractor who shall state the action he is taking for effective completion of the Contract programme.

The Contractor shall submit a report in respect of the various sections of the Works, the equipment in use or held in readiness, a return of labour and supervisory staff, and details of any matters arising which may generally affect the progress of the work.

The Contractor shall give a summary of the detailed progress report giving the position with regard to the agreed Contract programme.

The progress reports shall be set out in a format to the approval of the Engineer, and forwarded promptly so that on receipt the information contained therein is not more than 21 days out of date.

If during execution of the Contract, the Employer considers the progress position of any section of the work to be unsatisfactory, or for any other reason relating to the Contract, he will be at liberty to convene a meeting and the Contractor's Representatives are to attend such meeting.

The Contractor's Site Office shall prepare and submit 6 copies of a weekly progress report to the Employer and Engineer's Site Office. This report shall summarize site activities and record and details where difficulties in maintaining the agreed programme are being experienced or are likely to cause subsequent delay.

The Contractor's Site Office shall also prepare and submit to the Engineer's Site Office 2 copies of Daily Activity Report summarizing the main activities to be undertaken each day, noting special activities such as tests, alignment checks, etc. The Contractor shall be responsible for expediting the delivery of all material and equipment to be provided by him and his subcontractors.

39 PHOTOGRAPHS

As soon as work commences on Site, the Contractor shall provide photographs (at least 10 to 12) of the works from positions to be selected by the Engineer. Each photographic print shall not be less than 297mm x 210mm and shall bear a printed description, a serial number and the date when taken.

The negatives of all photographs shall be held at the Contractor's Site Office, numbered and handed over to the Employer at the completion of the Contract.

40. FACILITIES FOR THE ENGINEER & EMPLOYER

40.1 Engineer's Site Office

The Contractor shall setup Engineer's Site office at an area of 80 Sqm approximate by repairing and renovating which includes addition alteration (i.e wall panelling , tile flooring, glass partition, glass windows false ceiling etc) of existing offices at any floor complete in all respect.

40.2 Site Office

The Engineer's office shall be furnished and equipped with new and unused furniture, equipment, electrical fittings etc., as per the list given below and as per requirement or directed by Engineer.

1. Office Chairs 06 (Six) Nos.
2. Wooden sitting visitors chairs with arms (standard size) 04 (Four) Nos.
3. Color Printer with Scanner 01 (One) No.
4. Desktop / Laptop (Latest)
5. Office Stationary and accessories
6. Drinking water
7. Peon 01 (One) No..

If any equipment, furniture and installations become unserviceable for any reason whatsoever the Contractor shall promptly replace the same as and when directed by the Engineer. The Engineer's office with fittings, fixtures and all other equipment/accessories shall be maintained and operational for the entire duration of construction period as well as for the duration of subsequent defects liability period.

40.3 Transport

The contractor shall provide, operate and maintain brand new / import used vehicle maximum 5 years, One (01) minimum 1000 cc including comprehensive insurance for the exclusive use of the Employer / Engineer / Engineer's site supervision team to meet his transportation needs for the entire duration of actual contract period as well as for the duration of subsequent defects liability period. The use of such transport facility shall be under the control of the Engineer, and the contractor shall be wholly responsible for providing at all times satisfactory operation services for the Engineer. The contractor shall furnish, supply and provide, as may be necessary without specific direction of the Engineer, all fuels

(500 liters/month), lubricants, tires and other supplies, all maintenance, repairs and running costs and suitably qualified drivers at all times.

Prior to ordering the vehicle, the contractor shall furnish to the Engineer / Employer for approval, detailed specification, name of manufacturer and Model no. of the vehicle to be supplied. These data shall be presented within one week from the date of Engineer's order to proceed with the works and the vehicle shall be furnished to the Engineer upon approval within two weeks from the date of Engineer's order to supply the vehicle.

The vehicle shall be right hand drive, properly serviced and ready for use. The contractor shall provide vehicle provide to replace any such a motor vehicle that is temporarily or permanently rendered unserviceable for any reason or Declared to be beyond repair by the Engineer, at no additional cost to the Employer. The vehicle shall become the property of the contractor on completion of the contract.

Failure of the contractor to provide and maintain Engineer's facilities and transport, shall make him liable to bear actual cost of office, furniture, equipment & vehicle and up to Rs. 15,000/- per day on account of maintenance, which will be deducted from the contractor's monthly payment statements for the entire contract period or till such time that transport as stipulated above is provided by him.

- **The vehicle shall become the property of the contractor on the completion of Contract and defects liability period.**

41 Specifications

In general, for road works, ancillary works and structure works the National Highway Authority Specifications shall be followed. Whereas for building works Drainage water supply and electrical works PWD-2022 Specifications shall be followed.