



Pakistan Engineering Council

(Constituted under Pakistan Engineering Council Act, 1976 enacted by the Parliament)

Secretary / Registrar

Engr. Dr. Nasir Mahmood Khan

March 13, 2024

NOTIFICATION

No. PEC/M&E/SBDs/Civil/2024: In exercise of the powers conferred under Section 2(xxv)(i) and Section 8(l, p & q) of PEC Act 1976, Pakistan Engineering Council is pleased to carry out periodical review and amendments in Standard Bidding Documents on Construction Works and Services already formulated by this Council and notified by Planning Commission Notification No. 8 (60) WR/ PC/ 2008 dated 12th February 2008.

In this regard, the amended version of one of the above cited documents entitled **"Pakistan Standard Bidding Documents Construction Works for Building and Engineering Works Designed by the Employer, December 2023"**, is hereby notified and is also available on PEC Website: <https://www.pec.org.pk/downloads/documents/pec-bidding-documents>, for implementation by all concerned in all the construction tenders floated on/ after 1st April 2024.

This issues with the approval of competent authority.

Engr. Dr. Nasir Mahmood Khan

Secretary/ Registrar

Distribution:

- All concerned/ Public-at-Large

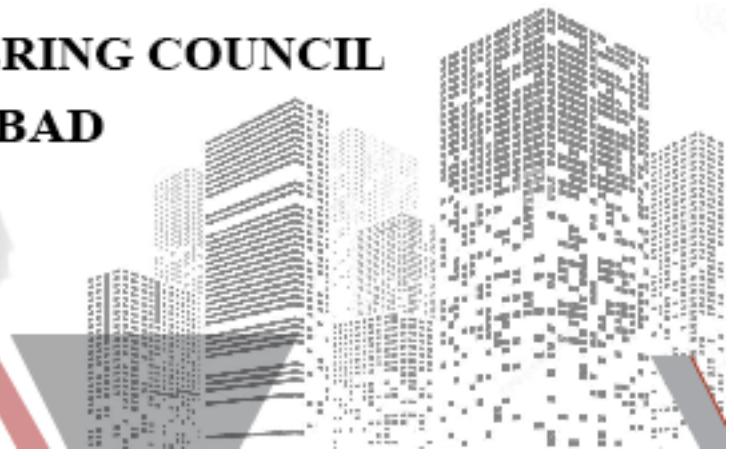
PAKISTAN STANDARD BIDDING DOCUMENTS

CONSTRUCTION WORKS

DECEMBER 2023



**PAKISTAN ENGINEERING COUNCIL
ISLAMABAD**



Instructions to Employers
Instructions to Bidders
Bidding Data
Evaluation Criteria and
Qualification Updating Forms

Pakistan Standard Bidding Documents

Letter of Bid and
Schedules to Bid
Standard Forms
General Conditions
Particular Conditions

CONSTRUCTION WORKS

FOR BUILDING AND ENGINEERING WORKS DESIGNED BY THE EMPLOYER

(Following Prequalification)

Specific Provisions
Technical Provisions
Drawings

December 2023



PAKISTAN ENGINEERING COUNCIL
ISLAMABAD

(Harmonized with Public Procurement Rules, 2004)

Available on PEC Website (www.pec.org.pk)

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PREFACE

Pakistan Engineering Council (PEC) being the statutory regulatory body has been entrusted to regulate engineering profession in the entire country. As per PEC Act 1976, one of the important functions of PEC is stated under Section 8(p) "**establishing standards for engineering contracts, cost and services**". PEC carried out standardization of procurement documents to regulate and streamline the hiring of engineering consultancy services, contracts and procurement of engineering works across Pakistan. For the purpose, PEC had taken onboard the stakeholders including Employers, Constructors, Consultants, Federal & Provincial entities and Private sector organizations. PEC Task Force successfully developed first "Standard Form of Bidding/ Contract Documents - Civil Works" in 1992.

In the year 2000, PEC Act and Bye-laws Committee had taken onboard the relevant stakeholders including Planning Commission and developed first-ever country specific "PEC Standard Form of Bidding/ Contract Documents" in 2002, based upon FIDIC General Conditions of Contract Part-I (1987 reprinted in 1992 with further amendments) and harmonized with Public Procurement Rules 2004, to regulate procurement of engineering works and consultancy services. The Executive Committee of the National Economic Council (ECNEC) decided the implementation of "PEC Standard Form of Bidding/ Contract Documents (2002)" in its meeting held on 28th February, 2002. Accordingly, the Planning Commission of Pakistan promulgated these documents vide its Notification (S.R.O) No. 8 (60)WR/PC/2002 dated 21st August, 2002.

On the basis of feedback/comments received from stakeholders including Planning Commission and Public Procurement Regulatory Authority (PPRA), PEC Task Force once again revised/updated PEC Six Standard Form of Bidding/ Contract Documents in 2007, which harmonized with FIDIC (1987) and Public Procurement Rules, 2004. The ECNEC and Planning Commission both decided the implementation of the updated PEC Standard Form of Bidding/ Contract Documents (2007) vide notifications F.No.8(60)WR/PC/2008 dated 12th February, 2008. The use of these notified Bidding/ Contract Documents provided an equitable and just basis of contract agreements for procurement of engineering works in line with standards and best practice along with relevant PEC Bye-laws; thus minimizing ambiguities and likely contractual disputes.

As per international practices and new developments with emerging procurement trends, PEC for the periodic revision of Bidding/Contract Documents again notified PEC Standard Bidding Documents Committee. Thereafter, pursuant to a robust exercise, PEC Standard Bidding Documents Committee took onboard 76 stakeholders and successfully developed updated "**Pakistan Standard Bidding Documents (2023)**" in the year 2023, duly harmonized with Public Procurement Rules, 2004.

This document for Construction Works is based on FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red Book, Reprinted 2022 with amendments). Particular Conditions of Contract (Part A & Part B), Instructions to Employers, Instructions to Bidders, Evaluation Criteria and Qualification Updating Forms, Letter of Bid and Schedules to Bid, and Standard Forms have been incorporated in this document.

Notwithstanding the source of financing of projects, use of this document will be mandatory for procurement contracts in Pakistan, provided PP Rule-5 is not invoked.



INSTRUCTIONS TO EMPLOYERS





INSTRUCTIONS TO EMPLOYERS

(Not to be included in Bidding Documents)

This document is to be used for all projects for large works with estimated value of more than Pak. Rupees (PKR) 100 Million.

As stated in Clause IB.7 of the Instructions to Bidders, the complete Bidding Documents shall comprise eleven items listed therein and any Addenda issued in accordance with Clause IB.9. The Pakistan Standard Bidding Documents, in addition to Invitation for Bids, include the following:

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, including Sample Bill of Quantities (BoQ);
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.

All italicised text and any enclosing square brackets are for use in preparing the Bidding Documents and should be deleted from the final version of the Bidding Documents.

The Instructions to Bidders shall be used as given.

The General Conditions (GC), and Particular Conditions (PC) prepared by the PEC on the basis of FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red Book, Reprinted 2022 with amendments) should be retained as such. Any insertions/additions in the Particular Conditions can be made by the Employers only as indicated in this document in Para-F and should be specific to the Contract.

Completion of the Forms and preparation of Bill of Quantities should be made as suggested hereinafter.

The Employer is required to prepare the following for completion of the Bidding Documents:

- (i) Bidding Data;

- (ii) Evaluation Criteria and Qualification Updating Forms: the Employer shall specify qualification requirements as prescribed in the Pre-Qualification Documents;
- (iii) Particular Conditions (PC) (as specified herein);
- (iv) Specifications (SP):
 - Part A - Specific Provisions;
 - Part B - Technical Provisions;
- (v) Schedule-A to Bid - Schedule of Adjustment Data (A-1, A-2 & A-3);
- (vi) Schedule-B to Bid - Bill of Quantities;
- (vii) Schedule-C to Bid - Construction Schedule;
- (viii) Drawings.

The Employer's attention is drawn to the Preface and it is once again emphasized that while preparing the part in PC, no Clause of GC shall be deleted and that the insertion/ addition made in PC shall be such as not to change the spirit and equitability of the document.

A. Invitation for Bids

The Invitation for Bids should be forwarded only to prospective bidders (single entities/JVs) qualified in accordance with the Employer's prequalification procedure.

1. The notice of Invitation for Bids should be such so as to give the prospective Bidders sufficient time for preparation and submission of bids which may be 28 to 154 days depending on the size of the Works. However, under no circumstances the response time shall be less than 15 days for national competitive bidding and 30 days for international competitive bidding from the date of notice.
2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover reproduction and mailing costs only.
3. The amount of Bid Security should be a lump sum figure ranging from one percent (1%) to three percent (3%) of the likely cost of the Works (Employer's/Engineer's Estimate) and should not be more than five percent (5%) in any case.
4. The venue and time of receipt of bids and the venue and time of opening of bids are to be entered in the last paragraph of the Invitation for Bids. However, date for the receipt and opening of bids shall be same and there shall be a minimum gap of thirty (30) minutes.

B. Instructions to Bidders and Bidding Data

1. Referring to Sub-Para 8.1 of Bidding Data, the period may be inserted as 7 days.
2. Referring to Sub-Para 9.3 of Bidding Data, the period may be inserted as 14 days; however, the Employer may change as per size and complexity of the Works.
3. Referring to Sub-Para 14.1 of Bidding Data, the Employer to insert value of maximum allowable proportion of the Bid Price (excluding Provisional Sums) for Foreign Currency Requirements.
4. Referring to Sub-Para 15.1 of Bidding Data, the period of Bid validity may range from 56 to 182 days depending upon the size of the Works, as decided by the Employer.
5. Referring to Sub-Para 16.1 of Bidding Data, the amount is to be filled in by the Employer as a lump-sum figure ranging from one percent (1%) to three percent (3%) of



the likely cost of the Works (Employer's/Engineer's Estimate), but not more than five percent (5%) in any case.

The sum should be the equivalent of one percent (1%) of the estimated cost of the Works, for very large contracts of over Pak. Rs.1,000 million, ranging to three percent (3%) of the estimated cost, for small contracts.

6. Referring to Sub-Para 16.2 of Instructions to Bidders, insurance companies for issuance of the Bid Securities should be listed in the Bidding Data which are acceptable to the Employer.
7. Referring to Sub-Para 19.2 (b) of Bidding Data, the Bid Reference Number (if any) should be the same as given in Invitation for Bids and the Letter of Bid.
8. All blank spaces in the Bidding Data are to be filled in by the Employer to complete this document.

C. Evaluation Criteria and Qualification Updating Forms

The Employer shall specify qualification requirements as prescribed in the Pre-Qualification Documents and fill-in the required data.

D. Letter of Bid and Schedules to Bid

1. Letter of Bid

Only Bid Reference No. (if any) shall be filled in by the Employer (refer Para B.7 above). All other blanks are to be left open for filling in by the Bidder.

2. Schedule-A to Bid (Schedule of Adjustment Data)

i. Table I (Local Currency)

In this Table, 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 this Table.

ii. Table II (Foreign Currency)

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

In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.

iii. Table III (Foreign Currency Requirements)

In this Table, the Bidder shall provide information regarding Factors (inputs) Requirements (refer, in accordance with the proportion of various currencies with reference to IB.14, Currencies of Bid and Payment and Clause-14, Contract Price and Payments) of Conditions of Contract.

iv. Table IV (Summary of Payment Currencies)

In this Table, the Bidder shall list the exchange rates used in the currency conversion as notified by the Employer pursuant to IB.14.2.

- v. In case the price adjustable elements are not covered or prices/indices are not available from reliable sources like Statistical Bulletin of Pakistan Bureau of Statistics, the base values and the source thereof shall be mentioned by the Employer and the corresponding column of the Table I should be amended accordingly.
- vi. Price adjustment provisions shall be provided in the bidding documents for all contracts including Item Rate Contracts, Lump-sum Contracts and percentage-over Contracts based on Bill of Quantities.
- vii. Where no foreign currency payments are foreseen, the Employer should stamp Table II, III and IV as "Not Used" and, referring to Sub-Clauses 14.15 of GC, insert that all payments shall be in local currency only. Clause IB-14 should also be modified accordingly through the changes in Bidding Data.

3. Schedule-B to Bid (Bill of Quantities and Day Work)

Bills for various items are given by way of example only. The Employer should prepare the Bill of Quantities appropriate to the Works. In preparation of the Bill of Quantities, columns under (1), (2), (3), (4) and (5) should be completed by the Employer whereas spaces under columns (6) and (7) as well as the Totals at the bottom shall be left blank for filling in by the Bidder. However, columns (6) & (7) will be filled in by the Employer if the unit of Item is Provisional Sum. Filling of rate in words in column (6) may be deleted by the Employer in case of large Bill of Quantities.

Referring to Schedule of Daywork Rates for Labour, Materials and Constructional Plant, the types of labour, materials and constructional plant under column (2) as well as quantities under column (4) are given by way of example only. The Employer should determine the types of labour, materials and constructional plant as well as the quantities thereof, estimated to be utilized, on daywork basis depending upon the nature of the Works.

Provisional Sums should be provided for Price Adjustment & Contingencies.

4. Schedule-C to Bid (Construction Schedule)

If the Employer requires partial completion of the Works by Sections (for example Sections-A, B, C, etc.), these should be identified and Time for Completion thereof are to be specified and the blank spaces may be filled in by the Employer.

5. Schedule-D to Bid (Method of Performing the Work)

The Employer may expand the requirements as stated in this Schedule-D keeping in view the requirements of the Works.

6. Schedule-E to Bid (List of Major Equipment).

Schedule-F to Bid (Contractor's Organization Chart).

Schedule-G to Bid (List of Sub-Contractor(s)).

Schedule-H to Bid (Estimated Progress Payments).

Schedule-I to Bid (Construction Camp & Housing Facilities).

All blank spaces in the above schedules are to be filled in by the Bidder.



7. Schedule-J to Bid (Integrity Pact)

The Employer is to provide the form of the Integrity Pact which the Bidder shall fill-in, sign, stamp and submit along with his Bid.

E. Standard Forms

Bid Security

The Employer, before issuing the Bidding Documents, should enter the following in the blank spaces:

- (i) Penal Sum of Security, in words as well as figures, which should be the same as established at Sub-Para B.5 above.
- (ii) Bid Reference Number (if any) should be the same as per Sub-Para B.7 above.

F. Conditions of Contract

The Conditions of Contract comprise General Conditions (GC) and Particular Conditions (PC). The PC complement the GC to specify data and contractual requirements linked to the special circumstances of the Employer, the Engineer, the overall project, and the Works. The PC consists of two parts: Part A, Contract Data and Part B, Special Provisions.

General Conditions of Contract (GC)

The General Conditions used are the “General Conditions” which form part of “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 and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC). These conditions shall be used unchanged.

Particular Conditions of Contracts (PC)

Part A: Contract Data of the PC, includes data to complement the GC in a manner similar to the way in which the Bidding Data complements the Instructions to Bidders. The Employer shall insert relevant data prior to the issue of the Bidding Documents. The number of days, where required to be inserted, shall be a multiple of seven for consistency with the Conditions of Contract.

Part B: Special Provisions of the PC are provisions for use by the Employer to meet the special circumstances not covered by the GC. Whoever drafts the Special Provisions should be thoroughly familiar with the provisions of the GC and with any specific requirements of the Contract. Legal advice is recommended when inserting/ adding provisions or drafting new ones.

The PC provisions take precedence over those in the GC. Clause Numbers in the PC correspond to those in the GC.

- i. Reference to Sub-Clauses 1.1.35 & 3.1, the Engineer should be a person other than the contracting parties having knowledge in Contract Administrations or Contract Management with adequate standing as Professional Engineer.
- ii. Referring to Sub-Clause 1.5, the Employer may add, in the order of priority, such other documents which form part of the Contract.
- iii. Referring to third paragraph of Sub-Clause 3.2 of GC, information as applicable is provided thereunder.

- iv. Referring to Sub-Clauses 4.2.1 of PC, insurance companies for issuance of the Performance Securities should be listed in the Contract Data which are acceptable to the Employer.
An amount equal to ten percent (10%) of the amount accepted in Letter of Acceptance, shall be specified for Performance Security.
- v. Referring to Sub-Clause 5.2 of GC if the Employer desires the Bidder to use the services of nominated subcontractor(s), the Employer should make necessary provisions of Provisional Sums
Suitable text referring to such provisions should be added under the Sub-Clause.
- vi. Referring to Sub-Clause 8.2 of GC, the Employer should specify the Time for Completion for the Works or the Sections (as the case may be) in the Contract Data which should be reasonable with respect to size and complexity of the Works and available resources.
- vii. Referring to Sub-Clause 8.3 of GC, the Employer should specify the form in which the Programme is to be submitted by the Bidder, e.g., critical path network/CPM, simple bar chart or PERT, preferably BIM (Building Information Modelling).
- viii. In case the Employer considers that if completion by the Contractor of the whole Works, or of any Section thereof, earlier than the specified completion time will be of substantial benefit to him, he may add a Sub-Clause 8.14 “Bonus for Early Completion”. The amount of daily bonus should be half of the rates specified for the amount of daily liquidated damages. A ceiling of total bonus (say, 5 percent of Contract Price) may be inserted to discourage unrealistically rapid Contract implementation by the Contractor, which could adversely affect overall performance.
- ix. Referring to Sub-Clauses 14.2.1 and 19.2.7 of PC, insurance companies for issuance of the Advance Payment Guarantee and insurances should be listed in the Contract Data which are acceptable to the Employer.
- x. Referring to Clause 21 of GC, the Employer shall decide the provision of “a sole Member” or “Three Members” DAAB and venue of Arbitration, which should be within the Employer’s country/project location. This Clause is applicable at the option of the Employer to select Arbitration Act 1940 including any rule made thereunder or in accordance with the UNCITRAL model-based PEC Rules of Conciliation and Arbitration, when notified.

G. Specifications Part A - Specific Provisions

To be prepared and incorporated by the Employer. Inclusion of the Conditions of Contract and/or any stipulation of item of work not provided under BoQ, should be avoided.

H. Specifications Part B - Technical Provisions

To be prepared and incorporated by the Employer.

(Precise and clear Specifications are prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of both national and international competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, Plant, other supplies, and workmanship to be provided. Only if this is done, the objectives of economy, efficiency and equality in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation be facilitated. The Specifications should require that all materials, Plant, and other supplies to be incorporated in the Works are new, unused, of the



most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. A clause setting out the scope of the Works is often included at the beginning of the Specifications, and it is customary to give a list of the Drawings. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.

Any terms, specifications, standards, features, characteristics and requirements prescribing the technical or quality characteristics shall be generic in nature and shall not include references to brand names, model numbers, catalogue numbers, name or origin of the country or similar classifications. In case the Employer is convinced that the use of or a reference to a brand name or a catalogue number is essential to complete, an otherwise incomplete specification, and no other sufficiently precise or understandable way of describing the characteristics of the goods, works or services to be procured is provided, such use or reference shall be qualified with the words "or equivalent". However, the Employer shall define the parameters of "equivalence" in the Specifications to ensure transparency. A justification of using brand names, model numbers, catalogue numbers, name or origin of the country or similar classifications may be placed in the procurement file prior to inviting bids.

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the specification of standards for materials, Plant, other supplies, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all site conditions but not limited to seismic conditions, weather conditions and environmental impact. Where other particular standards are used, whether national standards or other standards, the Specifications should state that materials, Plant, other supplies, and workmanship meeting other authoritative standards, and which ensure equal performance, as the standards mentioned, will also be acceptable.

The following Sub-Clauses of Conditions of Contract make express reference to matters to be stated in the Specification and/or Drawings. However, it may also be necessary under other Sub-Clauses for the Employer to give specific information in the Specifications (for example, under Sub-Clause 7.2 [Samples]).

- 1.8 Care and Supply of Documents.
- 1.13 Compliance with Laws.
- 2.1 Right of Access to the Site.
- 2.5 Site Data and Items of Reference.
- 2.6 Employer-Supplied Materials and Employer's Equipment.
- 4.1 Contractor's General Obligations.
- 4.4 Contractor's Documents.
- 4.5 Training.
- 4.6 Co-operation.
- 4.8 Health and Safety Obligations.
- 4.9 Quality Management and Compliance Verification Systems.
- 4.16 Transport of Goods.
- 4.18 Protection of the Environment.
- 4.19 Temporary Utilities.
- 4.20 Progress Reports.
- 5.2 Nominated Subcontractors.
- 6.1 Engagement of Staff and Labour.
- 6.6 Facilities for Staff and Labour.
- 6.7 Health and Safety of Personnel.

- 6.12 Key Personnel.
- 7.3 Inspection.
- 7.4 Testing by the Contractor.
- 7.8 Royalties.
- 8.3 Programme.
- 9.1 Contractor's Obligations.
- 10.2 Taking Over Parts.
- 11.11 Clearance of Site.)

I. Drawings

To be prepared and incorporated by the Employer.



INVITATION FOR BIDS





[Name of the Prequalified Bidder]

INVITATION FOR BIDS

Date: _____

Loan / Credit No. (if any): _____

Bid Reference No. (if any): _____

1. The _____ [Name of Employer] (“the Employer”) has applied for/received a funding from the _____ towards the cost of [Name of Funding Agency/GOP/Provincial Govt/Any Other] and it is intended that part of the [Name of Project] proceeds of this funding will be applied to eligible payments under the Contract for the _____ [Brief description of the Works].
2. The Employer invites sealed bids on single stage one 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 _____ [Mailing Address].
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. _____ [Insert Amount in accordance with sub-para A2 of Instructions to Employers].
5. Bids must be accompanied by a Bid Security in the amount of PKR. _____ (Pak Rupees _____) or _____ [mention amount in accordance with sub-para B5 of Instructions to Employers] an equivalent amount in a freely convertible currency, and must be delivered to _____ [Indicate Address and Exact Location] at or before _____ hours, on _____ [Date]. Bids will be opened at _____ hours on the same day, in the presence of Bidder’s representatives who choose to attend at the same address. [Indicate Address and Exact Location if it differs].
6. Bidders wishing to offer discounts, shall be allowed to do so, provided those discounts are included in the Bids.

[Note:

1. *The Employer to enter the requisite information in blank spaces.*
2. *The bids shall be opened at least thirty minutes after the deadline for submission of bids.*
3. *Remove the text in italics.]*



INSTRUCTIONS TO BIDDERS (IB)





INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

- | | |
|------------------------------|--|
| IB.1 Scope of Bid | <ol style="list-style-type: none"> 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 | <ol style="list-style-type: none"> 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 | <ol style="list-style-type: none"> 3.1 This Invitation for Bids is open to all Bidders meeting the following requirements at the time of submission of Bids and thereafter: <ol 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> <ol 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**
- 4.1 All materials, equipment and services to be supplied under this Contract shall have their origin in eligible countries described under paragraph 4.4 hereunder.
 - 4.2 For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 4.3 The origin of Goods and Services is distinct from the nationality of the Bidder.
 - 4.4 Eligible countries to participate in this bidding process are those which have been notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL); information can be accessed through following link:
<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>
- IB.5 One Bid per Bidder**
- 5.1 Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than alternatives pursuant to Clause IB.17) will be disqualified.
- IB.6 Site Visit**
- 6.1 The Bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. All cost in this respect shall be at the Bidder's own expense.
 - 6.2 The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.
- B. BIDDING DOCUMENTS**
- IB.7 Contents of Bidding Documents**
- 7.1 The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9:



1. Instructions to Bidders;
 2. Bidding Data;
 3. Evaluation Criteria and Qualification Updating Forms;
 4. General Conditions (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.
- C. PREPARATION OF BIDS**
- IB.10 Cost of Bidding**
- 10.1 The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- IB.11 Language of Bid**
- 11.1 The Bid and all correspondence and documents related to the Bid exchanged by a Bidder and the Employer shall be in the Bid language stipulated in the **Bidding Data** and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by duly certified translation of the relevant parts in the Bid language, in which case, for purposes of evaluation of the bid, the translation in Bid language shall prevail.
- IB.12 Documents Comprising the Bid**
- 12.1 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.18 hereof;



- (b) submit Bid Security in accordance with Clause IB.16 hereof;
- (c) submit alternative proposal, if permissible in accordance with Clause IB.17;
- (d) submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature;
- (e) submit the Qualification Updating Forms duly filled in, signed and stamped along with requisite attachments, to establish that the Bidder continues to meet the Eligibility and Qualification Criteria set out in 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.

IB.14 Currencies of Bid and Payment

- 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.

- 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:
- (a) if the Bidder withdraws his bid except as provided in Sub Clause IB.22.1;
 - (b) if the Bidder does not accept the correction of his Bid Price pursuant to Sub Clause IB.28.2 hereof; or
 - (c) 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 that 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).

- IB.24 Process to be Confidential**
- 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.
- 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, 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 upto issuance of Taking Over Certificate at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The Bids having Bid Price lower than 25% shall be liable to be rejected.
- IB.31 Unbalanced or Front Loaded Bids**
- 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)





[NOTES ON BIDDING DATA]

This Section is intended to assist the Employer in providing the specific information in relation to corresponding clauses in Instructions to Bidders and should be prepared to suit each individual contract.

The Employer should provide in the Bidding Data information and requirements specific to the circumstances of the Employer, the processing of the Bid, the applicable rules regarding Bid Price and currency, and the Bid evaluation criteria that will apply to the Bids. In preparing this section, the following aspects should be checked:

- (a) *Information that specifies and complements the provisions of section; Instruction to Bidders must be incorporated,*
- (b) *Amendments and/or supplements, if any, to the provisions of Instructions to Bidders, necessitated by the circumstances of each individual contract, can be introduced only in this section since Instructions to Bidders will remain unchanged, and*
- (c) *Instructions are provided, as needed, in italics, which shall be deleted in the completed document.]*

BIDDING DATA

IB Clause Reference	Bidding Data
1.1	Name and address of the Employer:
1.1	Name of the Project & Summary of the Works: <i>[Insert brief summary, including relationship to other contracts under the Project. If the Works are to be tendered in multiple contracts, describe all the contracts.]</i>
1.2	Time for Completion for the Works: _____ days <i>[in days]</i> :
2.1	Name of the Borrower/Source of Funding: <i>[Insert name of Borrower and statement of relationship with the Employer, if different from the Borrower. This insertion should correspond to the information provided in the Invitation for Bids.]</i>
2.1	Amount and type of Funding:
8.1	Time limit for clarification: _____ days <i>[Number of days to seek clarification by the prospective Bidder may be inserted as 7 days.]</i>
8.3	Venue, time, and date of the pre-Bid meeting: <i>[Insert address of venue, or indicate that the meeting will not take place. The meeting should take place not later than four weeks before the deadline for Bid submission. It should take place concurrently with the Site visit, if any (see Sub-Clause IB.6).]</i>
9.3	Number of days: fourteen (14) <i>[Employer may change as per size and complexity of the Works]</i>
11.1	Bid language: <i>[The same language in which the Bidding Documents are written.]</i>

IB Clause Reference	Bidding Data
	<i>English, should be used in National / International Competitive Bidding.]</i>
12.2	Maximum number of JV Partners shall be [Insert number according to the type of the Project or insert three (03)] <i>[Foreign Constructor must form JV with Local Constructor. Foreign Constructors shall not be eligible to participate in bidding individually. Foreign Constructor shall enter in to joint venture with Pakistani Constructor registered with PEC].</i>
14.1	Bidders to quote entirely in Pak. Rs but specify the percentages of foreign currency they require, if any. However, the proportion of the Bid Price (excluding Provisional Sums) for such Foreign Currency Requirements shall not be more than _____ percent (____%) [Employer to insert value]. A Bidder expecting to incur expenditures in currencies other than specified in Table III of Schedule-A to Bid, shall bear the currency exchange risk involved. <i>[If no foreign currency is involved, the Employer to state "Foreign Currency Requirement are not applicable"]</i> <i>[If no foreign currency is available with the Employer, the Employer to state "Foreign Currency Requirement shall be paid in Eq. PKR as per the TT Selling Rates published or authorized by the State Bank of Pakistan prevailing on the seven (07) days prior to date of payment]</i>
15.1	Period of Bid Validity: <i>[Insert number of days after the deadline for Bid submission.]</i>
16.1	Amount of Bid Security: <i>[This amount should be the same as also mentioned in the Invitation for Bids]</i>
16.2	List of Insurance Companies: 1. _____ 2. _____ 3. _____ <i>[insert list of Insurance Companies acceptable to the Employer as per criteria given in IB 16.2]</i>
17.1	Alternative Proposal(s) by the Bidder _____ considered. <i>[insert "shall be" or "shall not be"]</i>
18.4	Number of copies of the Bid to be completed and submitted: <i>[Usually one original and two copies.]</i>



IB Clause Reference	Bidding Data
	Searchable pdf versions as well as word, excel etc. versions of the Bid are required: <i>[Employer to insert yes or No]</i>
19.2(a)	Employer's address for the purpose of Bid submission: <i>[Should match the receiving address provided in the Invitation for Bids.]</i>
19.2(b)	Name and Number of the Contract:
20.1(a)	Deadline for submission of Bids: <i>[The time and date should be the same as that given in the Invitation for Bids unless subsequently amended pursuant to Sub-Clause IB.20.2.]</i>
23.1	Venue, time, and date of Bid opening: <i>[Date should be the same as that given for the deadline for submission of Bids (Clause IB.20) but time for opening of bids shall be at least thirty minutes after the time for the deadline for submission of Bids.]</i>





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

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, for 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.

No.	Subject	Requirement	Single Entity	Compliance Requirements			Documentation
				All Partners	Combined	Joint Venture	
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 be PEC Licencee	N/A	Provisional/ Standard PEC Licence. Foreign Constructor must submit JV Agreement with Pakistani Constructor.
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	N/A	must meet requirement	N/A	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	N/A	Must meet requirement	N/A	Undertaking in the Letter of Bid



Eligibility and Qualification Criteria			Compliance Requirements			Documentation
No.	Subject	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	N/A	Must meet requirement	N/A Form CON – 1
3. Financial Situation and Performance /Employer to specify requirements for each lot as applicable as prescribed in the Pre-Qualification Documents/						
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. PKR for	Must meet requirement	Must meet requirement	N/A	Form FIN – 3.1, FIN – 3.2, FIN – 3.3, with attachments



Eligibility and Qualification Criteria			Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	All Partners Combined	Joint Venture	Submission Requirements
No.	Subject	Requirement	Single Entity	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 works currently in progress and for future contract commitments.</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 prospective long-term profitability.</p>		<p>Must meet requirement</p>	<p>N/A</p>	<p>N/A</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
In case of Joint Venture (JV), name of each member:
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: _____
1. Attached are copies of original documents, in case of JV, JV agreement, in accordance with Sub-Clause IB 3.1.

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: _____
JV Member's Name _____
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: _____

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

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



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 _____ 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 _____ 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 or fake documents we shall be liable for punitive action under the Applicable Law.



Dated this _____ day of _____ 20 _____

Signature: _____

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

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____



A-1
Schedule-A to Bid

SCHEDULE OF ADJUSTMENT DATA

Schedule of Cost Indexation

[The Employer is to engage a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the Schedule of Cost Indexation. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

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

$$P_n = a + b L_n / L_0 + c E_n / E_0 + d M_n / M_0 + \dots$$

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_0 ”, “ E_0 ”, “ M_0 ”, ... 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		Bidder's related currency amount	Weighting
(i)	Non-adjustable	—		—	A:
(ii)					B: _____
(iii)					C: _____
(iv)					D: _____
(v)					E: _____
(vi)					F: _____
(vii)	<i>[The Employer to select "elements of price adjustment using PEC Standard Procedure and Formula for Price Adjustment (Second Edition), May, 2022 as amended time to time.]</i>				G: _____
Total					1.00



A-3
Schedule-A to Bid

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



A-4
Schedule-A to Bid

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 & Waterstops, 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.]*



A-5
Schedule-A to Bid

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 $c = a \times b$	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)				



B-1
Schedule-B to Bid

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



B-2
Schedule-B to Bid

BILL OF QUANTITIES

(Sample)

B. Work Items:

- 1.** The Bill of Quantities contains the following Bills and Schedule

Bill No. 1 - General Items
Bill No. 2 - Earthworks
Bill No. 3 - Culverts and Bridges
Bill No. 4 - Subsurface Drains
Bill No. 5 - Miscellaneous Items

Daywork Schedule

Summary of Bill of Quantities

- 2.** Bidders shall price the Bill of Quantities in Pak. Rupees (PKR) only.

B-3
Schedule-B to Bid

BILL OF QUANTITIES

Bill No. 1 General Items

Item	Description	Specific Provisions Ref.	Unit	Quantity	Rate		Amount PKR
					PKR in figures	PKR in words	
1	2	3	4	5	6		7
101	Insurances of the Works	SP	LS				
102	Insurance of the Goods	SP	LS				
103	Professional Indemnity Insurance	SP	LS				
104	Third party insurance	SP	LS				
105	Workmen Compensation Insurance	SP	LS				
106	Performance Security	SP	LS				
107	Price Adjustment	SP	PS				
108	Provide and equip Engineer's offices	SP	LS				
109	Maintain Engineer's offices	SP	LS				
110	Provide diversion road	SP	LS				
111	Provide for cleaning up the Site on completion	SP	LS				
112	*Provide for other facilities for Engineer and Employer's Personnel		LS				
113	Contingencies		PS				
114	DAAB Fee		PS				
Total for Bill No. 1 _____				(Carried forward to Summary Page)			

[Note: The above descriptions of items are given by way of example only.]

[*Refer to SP-14]



B-4
Schedule-B to Bid

BILL OF QUANTITIES

Bill No. 2 Earthworks

[Note: The above name of Bill is given for example only.]

B-5

BILL OF QUANTITIES

Bill No. 3 Culverts and Bridges

[Note: The above name of Bill is given for example only.]



B-6

BILL OF QUANTITIES

Bill No. 4 Subsurface Drains

[Note: The above name of Bill is given for example only.]

B-7

BILL OF QUANTITIES

Bill No. 5 Miscellaneous Items

[Note: The above name of Bill is given for example only.]



B-8
Schedule-B to Bid

BILL OF QUANTITIES

Daywork Schedule

C. Daywork

General

1. Reference is made to Sub-Clause 13.5 of the General Conditions of Contract. Work shall not be executed on a Daywork basis except by written order of the Engineer. Bidders shall enter basic rates for Daywork items in the Schedules, which rates shall apply to any quantity of Daywork ordered by the Engineer. Nominal quantities have been indicated against each item of Daywork, and the extended total for Daywork shall be carried forward to the Bid Price.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of Daywork, the actual time of classes of labour directly doing the Daywork ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on Daywork, calculated at the basic rates entered by him in the Schedule of Daywork Rates for labour together with an additional percentage, payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
 - a. The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
 - b. The additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour time keeping and clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of staging, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.



B-9
Schedule-B to Bid

BILL OF QUANTITIES

Daywork Schedule

I. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (PKR) in Figure	Rate (PKR) in Words	Extended Amount (PKR.)
1	2	3	4	5	6	7
D101	Ganger	Hr	500			
D102	Labourer	Hr	5,000			
D103	Brick layer	Hr	500			
D104	Mason	Hr	500			
D105	Carpenter	Hr	500			
D106	Steel work Erector	Hr	500			
D107	-----etc-----	Hr	--			
D113	Driver for vehicle up to 10 tons	Hr	1,000			
D114	Operator for excavator, dragline, shovel or crane	Hr	500			
D115	Operator for tractor, (tracked) with dozer blade or ripper	Hr	500			
D122						
Sub Total						
Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Daywork Schedule _____						
Total for Daywork: Labour : _____ (Carried forward to Daywork Summary)						

[Note:

1. *The above description of items and their quantities are indicative only; the Employer shall fill the type of Labour and quantities thereof, estimated to be utilized under Daywork.*
2. *The Bidders are required to fill the rest of the columns, Sub Total and percentage of overhead, profit, etc.]*



B-10
Schedule-B to Bid

BILL OF QUANTITIES

Daywork Schedule

Daywork Material

4. The Contractor shall be entitled to payment in respect of materials used for Daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Daywork Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
 - a) The basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
 - b) The additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
 - c) The cost of hauling materials used on work ordered to be carried out as Daywork from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.



B-11
Schedule-B to Bid

BILL OF QUANTITIES**Daywork Schedule****II. Material**

Item No.	Description	Unit	Nominal Quantity	Rate (PKR) in Figure	Rate (PKR) in Words	Extended Amount (PKR)
1	2	3	4	5	6	7
D201	Cement, ordinary Portland or equivalent in bags	M.Ton	200			
D202	Mild Steel reinforcing bar upto 16mm diameter to BS 4449 or equivalent	M.Ton	100			
D203	Fine aggregate for concrete	Cu.M	1,000			
D204	-----etc-----	--	--			
D222	Gelignite (Noble Special Gelatine 60 % or equivalent) including caps, fuse, wire and requisite accessories	M.Ton	10			
Sub Total						
Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 4(b) of Daywork Schedule _____						
Total for Daywork: Material : _____ (Carried forward to Daywork Summary)						

[Note:

1. *The above description of items and their quantities are indicative only; the Employer shall fill the type of Material and quantities thereof, estimated to be utilized under Daywork.*
2. *The Bidders are required to fill the rest of the columns, Sub Total and percentage of overhead, profit, etc.]*



B-12
Schedule-B to Bid**BILL OF QUANTITIES****Daywork Schedule****Daywork Constructional Plant**

5. The Contractor shall be entitled to payments in respect of constructional plant already on Site and employed on Daywork at the basic rental rates entered by him in the Schedule of Daywork Rates for constructional plant. The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Daywork Labour.
6. In calculating the payment due to the Contractor for constructional plant employed on Daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the constructional plant was located when ordered by the Engineer to be employed on Daywork and the time for return journey thereto shall be included for payment.
7. The basic rental rates for constructional plant employed on Daywork shall be stated in Pak Rupees (PKR).



B-13
Schedule-B to Bid

BILL OF QUANTITIES**Daywork Schedule****III. Constructional Plant**

Item No.	Description	Unit	Nominal Quantity	Rate (PKR) in Figure	Rate (PKR) in Words	Extended Amount (PKR)
1	2	3	4	5	6	7
D301	Excavator, face shovel or dragline: 1. Up-to and including 1 Cu.M. 2. Over 1 Cu.M to 2 Cu. M. 3. Over 2 Cu. M	Hr	500 400 100			
D302	Tractor (tracked) including bull or angle dozer: 1. Up-to and including 150 HP 2. Over 150 to 200 HP 3. Over 200 to 250 HP	Hr	500 400 200			
D303	Tractor with ripper: 1. Up-to and including 200 HP 2. Over 200 to 250 HP	Hr	400 200			
D304	-----etc-----	--	--			
Sub Total						
Total for Daywork: Constructional Plant: _____ (Carried forward to Daywork Summary)						

[Note:

1. *The above description of items and their quantities are indicative only; the Employer shall fill the type of Plant and quantities thereof, estimated to be utilized under daywork.*
2. *The Bidders are required to fill the rest of the columns and Sub Total.]*



B-14
Schedule-B to Bid

BILL OF QUANTITIES

Daywork Schedule

Summary

Sr. No	Daywork	Amount (PKR)
I.	Labour	
II.	Materials	
III.	Constructional Plant	
Total for Daywork (Carried forward to Summary Page of Bill of Quantities)		

B-15
Schedule-B to Bid

BILL OF QUANTITIES

Summary

Bill No	Bill	Amount (PKR)
1.	General Items	
2.	Earthworks	
3.	Culverts and Bridges	
4.	Subsurface Drains	
5.	Miscellaneous Items	
Sub-Total of Bills		
Daywork Schedule		
Bid Price(Carried forward to Letter Of Bid)		
Federal/ Provincial Sales Tax on Services (%) [To be entered by the Employer]		
Grand Total		

Note: All Provisional Sums are to be expended in whole or, in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 of the General Conditions except with respect to DAAB fees and the expenses in accordance with GC Clause 21.



C-1
Schedule-C to Bid

CONSTRUCTION SCHEDULE

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

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)]

**D-1
Schedule-D to Bid****METHOD OF PERFORMING THE WORK**

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

1. Organization Chart:

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.]



E-1
Schedule-E to Bid

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.]

E-2
Schedule-E to Bid

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						



E-3
Schedule-E to Bid

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]



F-1
Schedule-F to Bid

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



G-1
Schedule-G to Bid

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

H-1

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:



I-1
Schedule-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

The 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.

J-1
Schedule-J to Bid

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:

Signature:

[Seal]

Name of Bidder/Contractor:

Signature:

[Seal]



STANDARD FORMS





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:

1. _____

Corporate Secretary (Seal)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

PAKISTAN ENGINEERING COUNCIL

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

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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:

1. _____

Corporate Secretary (Seal)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

LOA-1

Letter of Acceptance

[letterhead paper of the Employer]

NAME OF CONTRACT: _____

CONTRACT NUMBER: _____

TO : _____

Date: _____

Your Reference: _____

Our Reference: _____

We thank you for your Bid 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 Drawings;
 - j) The Completed Schedules to Bid including Schedule of Prices;
 - k) the JV Undertaking (if the Contractor is a JV); and
 - l) *[Employer to insert any other documents forming part of the Contract]*

The addenda/corrigenda, if any, (Excluding part relating to Instructions to Bidders alongwith 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 Contact or

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness

Witness

(Name, Title and Address)

(Name, Title and Address)

DAAB-1

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 contactdetails);

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:



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<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>
<i>(name)</i> <i>(address)</i> <i>(telephone)</i> <i>(email/ other contact details)</i>	<i>(name)</i> <i>(address)</i> <i>(telephone)</i> <i>(email/ other contact details)</i>

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).



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SIGNED by: _____

Print name: _____

Title: _____

for and on behalf of the
Employer

in the presence of

Witness: _____

Name: _____

Address: _____

Date: _____

SIGNED by: _____

Print name: _____

Title: _____

for and on behalf of the
Contractor

in the presence of

Witness: _____

Name: _____

Address: _____

Date: _____

SIGNED by: _____

DAAB Member

Title: _____

in the presence of

Witness: _____

Name: _____

Address: _____

Date: _____



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

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

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

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

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

Guarantor
(Scheduled Bank/ Insurance Company)

WITNESS:

1. _____

_____ Corporate Secretary (Seal)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

2. _____

_____ Name, Title & Address



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
1.1.27	Defects Notification Period (DNP):	_____ days <i>[As required by the Employer, preferably 365 days]</i>
1.1.31	Employer's name and address:	<i>[insert Employer's name and address]</i>
1.1.35	Engineer's name and address:	<i>[insert Engineer's name and address]</i>
1.1.73	Sections:	<i>[If Sections are used, insert "Refer to Table: Summary of Sections of the Works given below" otherwise insert "None" and delete the Table]</i>
1.1.84	Time for Completion:	_____ days for whole of the Works <i>[If Sections are used, insert "Refer to Table: Summary of Sections of the Works given below"]</i>
1.3(a)(ii)	agreed methods of electronic transmission:	<i>[insert systems of electronic transmission, if any, at the time of signing of the Contract]</i>
1.3(d)	address of Employer for communications:	<i>[insert Employer's address]</i>
	address of Engineer for communications:	<i>[insert Engineer's address]</i>
	address of Contractor for communications:	<i>[insert Contractor's address at the time of signing of the Contract]</i>
1.4	Contract shall be governed by the law of:	Islamic Republic of Pakistan
	ruling language:	English
	language for communications:	English



Sub-Clause	Data to be Given	Data
1.8	number of additional paper copies of Contractor's Documents:	[insert number of copies say six (06)]
2.1	after receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	No later than the Commencement Date, except for the following parts: _____ days after Commencement Date <i>[if applicable, include detailed description of parts concerned].</i>
2.4	Employer's financial arrangements	[insert financial arrangements e.g. loan/credit/fund from Funding Agency/ GOP/Provincial Govt/PSDP/Any Other]
3.2 (e)(ii)	Engineer's Duties and Authority	Variation resulting in an increase of the Accepted Contract Amount in excess of one percent (1%) subject to accumulative Variations not exceeding five percent (5%) of the Accepted Contract Amount
4.2	Performance Security (as percentage of the Accepted Contract Amount in Currencies) percent: currency:	Ten percent (10%) denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer
4.2.1	List of Insurance Companies	1. _____ 2. _____ 3. _____ <i>[insert list of Insurance Companies acceptable to the Employer as per criteria given in PC 4.2.1]</i>
4.7.2	period for notification of errors in the items of reference	Twenty Eight (28) days
4.19	period of payment for temporary utilities	each month
4.20	number of additional paper copies of progress reports	[insert number of copies say three (03)]
5.1(a)	maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	Thirty percent (30%) <i>[Employer may vary this percentage according to the nature and complexity of the Works]</i>



Sub-Clause	Data to be Given	Data
5.1(b)	parts of the Works for which subcontracting is not permitted	<i>[Employer to provide his requirement according to the nature and complexity of the Works or state "None"]</i>
6.5	Normal working hours on the Site	<i>[insert eight (08) hours per day under normal circumstances]</i>
8.3	number of additional paper copies of programmes	<i>[insert number of copies say three (03)]</i>
8.8 & 14.15(b)	Delay Damages payable for each day of delay	Pak. Rs. _____ or ____% of the Accepted Contract Amount for delay in completion of whole of the Works <i>[If Sections are to be used, refer to Table: Summary of Sections below]</i> <i>[Delay Damages should correspond to anticipated damages or max. amount of Delay Damages be achieved in one third of the Time for Completion]</i>
8.8	maximum amount of Delay Damages	Ten percent (10%) of the Accepted Contract Amount
8.14	Applicability of Incentives for Early Completion	<i>[insert "Yes" or "No"]</i>
12.3	Percentage profit	Ten percent (10%)
13.4.(b)(ii)	percentage rate to be applied to Provisional Sums for overhead charges and profit	Twenty Five percent (25%)
14.2	total Advance Payment	Fifteen percent (15%) of the Accepted Contract Amount excluding Provisional Sums payable in the currencies and proportions in which the Accepted Contract Amount is payable
14.2.1	List of Insurance Companies	1. _____ 2. _____ 3. _____ <i>[insert list of Insurance Companies acceptable to the Employer as per criteria given in PC 14.2.1]</i>



Sub-Clause	Data to be Given	Data
14.2.3	percentage deductions for the repayment of the Advance Payment	Deduction shall be made at the amortization rate of 17.5 % of the value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 2 nd IPC provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount less Provisional Sums has been certified for payment. It may be more than 17.5% in the last instalment to ensure full repayment.
14.3	period of payment	one month
14.3(b)	number of additional paper copies of Statements	_____ <i>[insert number of copies say six (06)]</i>
14.3 (iii)	percentage of retention	Seven percent (7%)
14.3 (iii)	limit of Retention Money (as a percentage of the Contract Price)	Five percent (5%)
14.5(b)(i)	Plant and Materials for payment when shipped	Plant and Materials under Bill of "Imported Plant and Materials" or _____ <i>[Employer shall list accordingly]</i> .
14.5(c)(i)	Plant and Materials for payment when delivered to the Site	Plant and Non Perishable Materials _____ <i>[Employer shall list accordingly]</i> .
14.6.2	minimum amount of Interim Payment Certificate (IPC)	<i>[Employer to give value not exceeding one fifth of the average expected value of Interim Payment Certificate]</i>
14.7(a)	period of payment of Advance Payment to the Contractor	14 days
14.7b(i)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	_____ days <i>[insert number of days, normally 28 days]</i>



Sub-Clause	Data to be Given	Data
14.7b(ii)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	days [insert number of days, normally 28 days]
14.7(c)	period for the Employer to make final payment to the Contractor	days [insert number of days, normally 56 days]
14.8	financing charges for delayed payment	KIBOR+3% per annum for local currency and SOFR (Secured Overnight Financing Rate) +1% per annum for foreign currency.
14.11.1(b)	number of additional paper copies of draft Final Statements	[insert number of copies say six (06)]
14.15	currencies of payment of Contract Price	as stated in the Table III of Schedule A [Schedule of Adjustment Data]
14.15(a)(i)	Proportions or amounts of Local and Foreign currencies	as stated in the Table IV of Schedule A [Schedule of Adjustment Data]
14.15(c)	currencies and proportions for payment of Delay Damages	as stated in the Table IV of Schedule A [Schedule of Adjustment Data]
14.15(f)	rates of exchange	as stated in the Table IV of Schedule A [Schedule of Adjustment Data]
17.2(d)	forces of nature, the risks of which are allocated to the Contractor	Nil
19.1	permitted deductible limits: <ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> i) Ten percent (10%) of loss amount on each & every loss ii) Nil iii) Nil iv) Nil v) Nil vi) Nil vii) Nil



Sub-Clause	Data to be Given	Data
19.1	Periods for submission of insurance: a) evidence of insurance b) relevant policies	Not later than the Commencement Date Within twenty eight (28) day from the Commencement Date
19.2.1(b)	additional amount to be insured (as a percentage of the replacement value)	15% of the replacement value (Accepted Contract Amount)
19.2.2	extent of insurance required for Goods amount of insurance required for Goods	from Ex-Works (i.e., works, factory, warehouse, etc) to delivery at the Site Full replacement value
19.2.3(a)	amount of insurance required for liability for breach of professional duty	Full replacement value of the Works to be designed by the Contractor
19.2.3(b)	insurance required against liability for fitness for purpose	Yes
19.2.3	period of insurance required for liability for 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 Damage to Property: _____ [Employer to insert amount(s) as per his assessment of the adjoining property(ies) other than the Works] without limit to the number of incidents
19.2.6	other insurances required by Laws and by local practice	All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan
21.1	time for appointment of the DAAB	Within 28 days from the Commencement Date. In case the Accepted Contract Amount is lesser than PKR one (01) billion, appointment of the DAAB shall be made when Dispute arises between the Parties.



Sub-Clause	Data to be Given	Data
21.1	the DAAB shall comprise	<p>_____</p> <p>[insert either "a sole Member" or "Three Members"]</p> <p><i>[For a Contract estimated to cost above PKR 2.5 billion, the DAAB shall comprise of three members. For a Contract estimated to cost between PKR 1 billion and PKR 2.5 billion, the DAAB may comprise of three members or a sole member. For a Contract estimated to cost less than PKR 1 billion, a sole member is recommended.]</i></p>
21.1	List of proposed members of DAAB - proposed by Employer - proposed by Contractor	<p>[to be inserted at the time of signing of the Contract]</p> <p>1. _____ 2. _____ 3. _____</p> <p>1. _____ 2. _____ 3. _____</p>
21.2	Appointing entity (official) for DAAB members	Chairman Pakistan Engineering Council (PEC) from the list of PEC approved arbitrators published at its website
21.6	Rules of Arbitration	PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive. The place of Arbitration shall be in the Employer's country: _____ [Insert name of city]



Summary of Sections of the Works

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

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

Section Name/Description (Sub-Clause 1.1.73)	Time for Completion (Sub-Clause 1.1.84)	Incentives for Early Completion (Sub-Clause 8.14)
A		
B		
C		

Particular Conditions

Part B - Special Provisions

1.1 Definitions

1.1.76 "Specification"

Following is added at the end:

“and consists of two parts i.e.,

- i) “Part A - Specific Provisions”; and
- ii) “Part B - Technical Provisions”.”

1.2 Interpretation

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

Sub-paragraph (k) is added:

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

1.5 Priority of Documents

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

- (a) the Contract Agreement;
- (b) the Letter of Acceptance;
- (c) the 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 Specification Part A - Specific Provisions;
- (h) the Specification Part B - Technical Provisions;
- (i) the Drawings;
- (j) the completed Schedules to Bid including Bill of Quantities;
- (k) the JV Undertaking (if the Contractor is a JV); and
- (l) any other documents forming part of the Contract.

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

1.6 Contract Agreement

In the 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”.

3.1 The Engineer

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

3.2 Engineer's Duties and Authority

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

- (a) Consenting to the subcontracting of any part of the Works



- under Sub-Clause 5.1 [Subcontractors]
- (b) Any action under Sub-Clauses 8.9 [Employer's Suspension] and 8.12 [Prolonged Suspension]
 - (c) Issuance of "Taking Over Certificate" under Sub-Clause 10.1 [Taking Over the Works and Sections].
 - (d) Issuing the "Performance Certificate" under Sub-Clause 11.9 [Performance Certificate].
 - (e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
 - (f) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering].
 - (g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money].
 - (h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC].
 - (i) Sub-Clause _____ *
 - (j) Sub-Clause _____ *

**[insert Sub-Clause number (not Sub-Clause 3.7 [Agreement or Determination])*

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.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

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

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

4.2 Performance Security

4.2.1 Contractor's Obligations

The entity issuing the Performance Security and its form shall be as under:

The Performance Security shall be, at the option of the Contractor, 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 Contract Data and rated by PACRA/VIS of rating as provided in Table below:

Accepted Contract Amount (In Eq. PKR million)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA

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.

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

“The amount of Performance Security shall be reduced to 50% following issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of Conditions of Contract.”

4.3 Contractor's Representative

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

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

4.4 Contractor's Documents

4.4.2 As-Built Records

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

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

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



Following Sub-Clause is added:

4.4.4 Shop Drawings

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

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

4.8 Health and Safety Obligations

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

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

4.20 Progress Reports

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

- (i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing;
- (j) monthly summery of daily job record indicating weather conditions, deployment of Contractor's Equipment, labour employment, local material procurement and material import, if any; and
- (k) salient contractual and project information.

5.1 Subcontractors

Add the following text at the end of paragraph (ii):

"under Schedule to Bid"

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

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

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

5.2 Nominated Subcontractors

5.2.2 Objection to Nomination

In sub-paragraph (c), "and" is deleted from the end of (i);

"." at the end of (ii) is replaced with: ", and".



The following is then added as (iii):

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

6.1 Engagement of Staff and Labour The following paragraph is added at the end of the Sub-Clause:
“The Contractor shall, to the extent practicable and reasonable, employ staff (not less than 50%) and labour (not less than 85%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.”

6.7 Health and Safety of Personnel The existing text is substituted with the following:
“In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.”

6.8 Contractor's Superintendence Insert at the end of sub-paragraph (a) of this Sub-Clause:
“or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties”
The following text is added at the end of this Sub-Clause:
“The Contractor's authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council.
The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.”

6.12 Key Personnel The following is inserted at the end of the last paragraph:
“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

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

6.13 Foreign Personnel The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required



residence visas and work permits. The Employer will, if requested by the Contractor, use all reasonable endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

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

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|---|--|
| 6.14 Supply of Foodstuffs | <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 | <p>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.</p> |
| 6.18 Arms and Ammunition | <p>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.</p> |
| 6.19 Festivals and Religious Customs | <p>The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.</p> |
| 6.20 Funeral Arrangements | <p>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.</p> |
| 6.21 Forced Labour | <p>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.</p> |
| 6.22 Child Labour | <p>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.</p> |

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 [<i>Contractor's Records</i>].
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 nondiscrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).</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:</p> <p>"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 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</p>



- inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or
- (ii) replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).

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

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

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

7.9 Use of Pakistani Materials and Services

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

8.1 Commencement of Works

The following is added before the first paragraph:

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

8.5 Extension of Time for Completion

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

The following Sub-Clause 8.14 is added after Sub-Clause 8.13:

8.14 Incentives For Early Completion

If Contract Data does not state applicability of incentives for early completion, this Sub-Clause shall not apply.

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 upto a limit and at a rate to 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.

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.

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

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

“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.”

[The Employer may change or delete this Sub-Clause as per Project requirements]

14.2 Advance Payment

14.2.1 Advance Payment Guarantee

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

The Advance Payment Guarantee shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA

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

14.6 Issue of IPC

14.6.1 The IPC

In the first line of the 1st paragraph the words “28 days” are substituted by “14 days”.

14.7 Payment

The words “or through crossed cheque in favour of the Contractor or JV partners. The Payment to JV partners shall be made at the request of the Joint Ventures in the ratio of their

shares specified by them” are added at the end of the Sub-Clause.

14.8 Delayed Payment

In the first paragraph, third line, the words “compounded monthly” are deleted.

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.”

15.2 Termination for Contractor’s Default

15.2.1 Notice

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

“For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004.”

15.2.3 After Termination

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 [*Employer-Supplied Materials and Employer's Equipment*], and”

15.4 Payment after Termination

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

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

16.2 Termination by Contractor

16.2.1 Notice

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

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

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

16.3 Contractor’s Obligations After Termination

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 [*Employer-Supplied Materials and Employer's Equipment*]; and
- (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site."

17.1 Responsibility for Care of the Works

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



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

- 17.7 Use of Employer's Accommodation/Facilities** The Contractor shall take full responsibility for the care of the items of the Employer's facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer.
- If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor's risk and cost.
- 18.1 Exceptional Events** The words "or disorder" are replaced with "disorder or sabotage" in sub-paragraph (c) of the Clause.
- 18.4 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].*"
- 18.5 Optional Termination** In sub-paragraph (c), the words "and necessarily" are added after the words "was reasonably".
- 19.1 General Requirements** Following text is added at the end of first paragraph:
"The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer's consent."
- Following text is added at the end of third paragraph:
"The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5."
- 19.2 Insurance to be provided by the Contractor**
- 19.2.5 Injury to employees**
The words "sickness, disease" are deleted in the third line of first paragraph.
- The following Sub-Clause is added after Sub-Clause 19.2.6:
- 19.2.7 Insurance Company**
"The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA



21.6 Arbitration

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

“the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data;”

The following Clauses are added after Clause 21

22 Custom Duty

[Employer may incorporate provisions where applicable. However, in order to make the bid more balanced, the payment of Customs Duties should be the responsibility of the Employer.]

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 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.



SPECIFICATIONS

PART A - SPECIFIC PROVISIONS



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[Note:

The above Sections of Specifications, are for guidance only, and shall be indicated appropriate to the work/project.

The Employer may adopt the above format. However, if any section is not applicable, it may be mentioned as “Not Used”.]



SPECIFICATIONS

PART B - TECHNICAL PROVISIONS



DRAWINGS





PAKISTAN ENGINEERING COUNCIL