

GOVERNMENT OF PAKISTAN
MINISTRY OF COMMUNICATIONS
NATIONAL HIGHWAY AUTHORITY
OFFICE OF GM (CONSTRUCTION) PUNJAB



BID DOCUMENTS
FOR
CONSTRUCTION OF PEDESTRIAN OVER HEAD STEEL
BRIDGE ON IMDCW PROJECT
AT KM 0+33+600 (N-75)
PACKAGE - 20

Issued to M/S _____

Accounts Receipt No. / Date _____

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DETAIL OF CONTRACT

Name of Contractor

Contract No.

OHB/IMDC/Pacakge-20

Scope of work/Location

**Construction of Pedestrian over head Steel
Bridge on IMDCW Project
At Km 0+33+600 (N-75)**

Estimated Cost (Rs)

Rs.6,000,373.00

Earnest Money (Rs)

02% of Bid Amount

Date & Time of Opening

12-03-2008 at 1130 hours

DETAIL OF CDR

CDR No. :

Date :

Bank :

Amount :

Signatures of Contractor

SPECIAL STIPULATIONS

- i. **Amount of Performance Bond/Bank Guarantee** : In case the bidder cost is at par or above the Engineer's Estimated cost than **10%** Bank Guarantee would be allowed.
- In case the lowest evaluated bid is within (-15%) in relation to the Engineer's Estimate, then the bidder shall furnish additional Performance Security in the form of an irrevocable and without recourse Bank Guarantee in an amount equal to the minus (-) variance with reference to the Engineer's Estimate.
- ii. **Period of commencement from Engineers Orders to Commence** : Seven (07) days.
- iii. **Time for Completion** : 90 (Ninety) days
- iv. **Maintenance / defective liability period** : 12 Months
- v. **Amount of liquidated damages for delays** : 0.10% of contract amount for each days of delay subject to a maximum of 10% of bid price.
- vi. **Percentage of retention money** : Five (05)%
- vii. **Mobilization Advance** : Nil

Name, Address and Signature of Contractor

BILL OF QUANTITIES

PREAMBLE TO THE BILLS OF QUANTITIES

- (i) The Bill of Quantities shall be read in conjunction with the General Conditions of Contract, Bidding Data and the Contract Data as incorporated in the Bidding Documents for National Competitive Bidding – Pakistan – Procurement of Works Smaller contracts Part I and II.

- (ii) The essence and scope of highway construction/maintenance makes it correspondingly difficult to forecast very accurately the quantities of the work items involved.
The construction/maintenance works contained in the Bill of Quantities are therefore, evaluated, estimated or anticipated by the Employer to be required during the Contract period (CI 37.1).

- (iii) Only those items or works taken from the Bill of Quantities and specified as contained in each Interim and the Final Work Schedule issued by the Director (Construction) during the Contract period, will be required to be done by the Contractor subsequently measured, and certified for payment.
No Works additional to the Scheduled Works as issued by the Project Director will be paid for, even if they are included in the total quantities contained within the Bills of Quantities.
The Employer in no way guarantees that all the quantities or monies contained in the Bill of Quantities will necessarily be expended during the Contract period (C1 37.1).

- (iv). The Contractor need only give a rate or price alongside those items that have quantities entered.

B.O.Q

Contract No:

OHB/IMDC/Package-20

Scope of Work

Construction of Pedestrian Overhead Steel Bridge at
Km 0+33+600 (N-75)

Item#	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
107-a	Structural Excavation in Common material	CM	112.956	147.85	16,700.54
401-aii	Concrete class A	CM	55.52	5,699.15	316,416.81
401-f	Lean Concrete	CM	5.753	3,274.45	18,837.91
404-a	Reinforcement Grade-40	Tons	5.05	58,457.14	295,208.56
NSI-01	Structural Steel for Pedestrian Crossing	Kg.	48211	110.00	5,303,210.00
NSI-02	Enamel Paint Smoke Grey	Lum Sum	1	50,000.00	50,000.00
TOTAL AMOUNT (RS.)					6,000,373.82
TO BE QUOTED BY THE CONTRACTOR					
@ _____ % (+) Above Engineer's Estimate (Rs.)					
OR					
@ _____ % (-) Above Engineer's Estimate (Rs.)					
TOTAL BID AMOUNT (RS.)					

TOTAL BID AMOUNT IN WORDS:

Name, Adress & Signature of Contractor _____

Date _____

**Part One – Section 1
Instructions to Bidders**

Notes On The Instructions To Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It should also give information on bid submission, opening and evaluation, and on the award of Contract.

Matters governing the performance of the Contractor, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather under Part One – Section, Conditions of Contract, and/or Part Two – Section 3, Contract Data. If duplication of a subject is inevitable in the different sections of the documents, care must be exercised to avoid contradiction between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the Contract and will cease to have effect on the Contract.

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One Bid per Bidder
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Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Employer as defined in the Contract Data, invites bids for the construction/maintenance of Works, as described in NIT/Contract Data. The name and identification number of the Contract is provided in the Notice Inviting Tender.
 - 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date as per agreement.
2. **Source of Funds**
 - 2.1 The Employer has arranged funds from its own source.
3. **Eligible Bidders**
 - 3.1 This Invitation for Bids is open to all bidders as defined in Bidding Data.
 - 3.2 Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate Category for value of Works.
 - 3.3 Duly pre-qualified with the Employer for the specific financial year.
 - 3.4 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, and are not a dependent agency of the Employer.
 - 3.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with sub clause 37.1.
4. **Qualification of the Bidder**
 - 4.1 All bidders shall provide in Part Two – Section 2, Form of Bid and a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - 4.2 Only bids from pre-qualified/enlisted bidders will be considered for award of Contract.
 - 4.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bidding Data.
 - (a) The Bid shall be signed so as to be legally binding on all partners;
 - (b) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (c) One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any or all partners of the joint venture; and.

- (d) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
5. **One Bid per Bidder.** 5.1 DELETED.
6. **Cost of Bidding.** 6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
7. **Site Visit** 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for maintenance/construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents.

8. **Bidding Documents.** 8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with clause 10:
- | | | | |
|----------|---|-----------|--|
| Part one | - | Section 1 | Instructions to Bidders. |
| | - | Section 2 | Conditions of Contract. |
| Part two | - | Section 1 | Bidding Data. |
| | - | Section 2 | Forms of Bid and Qualification Information |
- Section 3 Contract Data.
- Section 4 Specification.
- Section 5 Drawings.
- Section 6 Bill of Quantities.
- Section 7 Forms of Securities.
- 8.2 The bidder is expected to examine all instructions, forms, terms and specification in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 8.3 A complete set of Bid Documents may be purchased by any interested, eligible Bidder on the submission of a written application along with valid Pre-qualification/enlisted certificate to the Director (Const.) Punjab, National Highway Authority, Lahore and payment of a non-refundable fee of described in NIT in the form of pay order or demand draft in favour of National Highway Authority.

9. **Clarification of Bidding Documents** 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (cable includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
10. **Amendment of Bidding Documents.** 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 10.3 To give prospective bidders reasonable time in which to take any addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-clause 20.2 below.

C. Preparation of Bids.

11. **Requirement for preparing Bids.** 11.1 All documents relating to the Bid shall be in the language **English.**
- 11.2 Bids are to be prepared by filling out the forms completely and without alteration. All entries shall be printed in ink. The completed forms shall be without interlineations or erasures, except those interlineations which are necessary to correct errors made by the Bidders in which case the said interlineations shall be initiated by the person or persons signing the Bid.
- 11.3 The Bid must be signed by duly authorized representative to do so. A bid submitted by a corporation must bear the seal of the corporation and be attested by its Secretary. Bids submitted by joint ventures must be accompanied by the documents of formation of the joint venture, duly registered and authenticated before a notary public or other official authorized to witness sworn statements, in which is defined precisely 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 responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

- 11.4 Bidders shall indicate, in the space provided, their full and proper address at which legal correspondence may be legally served on them and to which all correspondence in connection with their Bid and the Contract, is to be sent.
- 11.5 The bidder must sign/initial each and every page of tender documents with company stamped.
12. Documents Comprising the Bid.
- 12.1 The Bid submitted by the Bidder shall comprise the following.
- (a) The Bid (in the format indicated in Part two – Section 2).
 - (b) Bid Security;
 - (c) Priced Bill of Quantities;
 - (d) Qualification Information Form and Documents.
 - (e) Alternative offers where invited;
- And any other materials required to be completed and submitted by bidders, as specified in the Bidding Data.
13. **Bid Prices.**
- 13.1 The Contract shall be for the whole Works, as described in BOQ, based on the priced Bill of Quantities submitted by the bidder.
- 13.2 The Bidder shall quote the %age \pm of the BOQ
- 13.3 The quantities contained in the Bill of Quantities are estimated quantities to be used for comparing Bids, and the Employer does not expressly nor by implication agree that the actual amount of work to be performed will correspond therewith. No payments will be made on account of anticipated profits for work covered by the contract which is not performed, nor will any adjustment in the unit rates set forth in the Bill of Quantities be made because of an increase or decrease in the actual quantity from the estimated quantity indicated therein, except as otherwise provided in the conditions of Contract.

- 13.5 Provisional items may have been included in the Bill of Quantities to provide for costs in connection with the work not otherwise included therein. The total amount for each provisional items have been estimated and entered in the Bill of Quantities by the Engineer and shall be retained by the Bidder without alteration or qualification. Such amounts are by definition provisional sums and shall be expended, either wholly or in part, only under the Representative of Engineer directions and in accordance with the relevant provisions of the Conditions of Contract.
- 13.6 The Contractor's \pm %age entered in the Bill of Quantities shall be inclusive of all taxes and duties payable and as per rules of the Provincial Governments and Federal Government of Pakistan.
- 13.7 Bidders should note that the metric system of weights and measures is used in Pakistan.

The prices quoted in the Bills of Quantities are the whole price inclusive of all contingent or necessary work needed in order to do and complete the work as prescribed by the Contract and furthermore the whole cost of complying with the provisions of the Contract shall be included in the items as provided in the priced Bill of Quantities. Where no items are provided in the Bill of Quantities for work required under the contract, costs shall be deemed to be distributed among the quoted rates and prices entered for other items of work in the Bill of Quantities.

14. Sufficiency of Bid and Taxation`

- 14.1 Each Bidder shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices stated in the Bill of Quantities, which rates and prices shall, except insofar as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Work.
- 14.2 Bidders are reminded that it will be the Contractor's responsibility to make complete arrangements for the transportation of all his machinery and materials to the Site. Bidders will be deemed to have investigated existing transport conditions and the probable conditions which will exist at the time the work is in progress.
- 14.3 The bidder shall be deemed to have obtained all information as to port clearance facilities and charges, loading and unloading facilities and charges, storage facilities and charges transportation facilities and charges and congestion at his chosen port or ports of entry to Pakistan and all requirements related thereto. The Bidder shall be deemed to have included all clearing, forwarding and other incidental costs in this regard in his Bid.

- 14.4 The \pm %age Bid quoted by the Contractor shall include all the taxes duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Equipment e.g. Construction Plant, materials, vehicles and supplies to be used or furnished under the Contract, and on the services performed under the Contract.
- 14.5 The \pm %age quoted_ by the Contractor shall include customs import duties, business taxes, sales, income taxes that may be levied according to the laws and regulations of the Provincial Government and Federal Government of Pakistan in force on the equipment, construction plant, materials, vehicles, supplies (both permanent and temporary and consumable) acquired for the purpose of the Contract and on the Services performed under the Contract. Nothing in the Contract shall relieve the contractor from his responsibility to pay any tax, under the Government of Pakistan prevailing **TAX LAWS AND INCOME TAX ACT** from his responsibility to pay any tax including the Income Tax that may be levied in the Employer's country on incomes and profits received and made by him in respect of the Contract, with absolutely no adjustment or compensation by the Employer.
- 14.6 The Contractor's staff personnel and labour will be liable to pay personal income taxes in the Employer's country in respect of such of their salaries, wages and other incomes and benefits as are chargeable under the laws, regulations acts for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations and acts.
- 15 Bid Validity**
- 15.1 Bids shall remain valid for the period specified in the Bidding Data.
- 15.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.

15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond ninety (90) days, the amounts payable in local currency to the Bidder selected for award, shall be increased by applying to the factor specified in the Bidding Data or in the request for extension, for the period of delay beyond ninety (90) days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

16. Bid Security

6.1 Each Bidder shall furnish, as part of the Bid, a Bid Security in the amount stipulated in (NIT) in Pak rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Employer

16.2 Any Bid not accompanied by an acceptable Bid Security will be rejected by the Employer as non-responsive and will not be announced.

16.3 The Bid Securities of unsuccessful Bidders will be returned as promptly as possible, but not later than thirty (30) calendar days after the expiration of the period of Bid validity.

16.4 The Bid security of the three lowest bidder shall be retained by the Employer till the signing of agreement with the Ist. Lowest evaluated bidder.

16.5 The Bid Security of the successful Bidder will be returned when the Bidder has signed the contract Agreement and furnished the Performance Security in the form of Demand Draft or Bank Guarantee..

16.7 The Bid Security may be forfeited with black listing of the contractor for a period as decided by the Engineer:-

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) Sign the Agreement: or
 - (ii) Furnish the required performance security.

17 Alternative Proposals by Bidders

17.1 **Deleted.**

- 18 Format and Signing of Bid**
- 18.1 The Bidder shall prepare on original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked **“ORIGINAL.”** In addition, the Bidder shall submit copy of the Bid, in the number specified in the Bidding Data, and clearly marked as **“COPY”** In the event of discrepancy between them, the original shall prevail.
- 18.2 The ORIGINAL and COPY 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-Clauses 4.3 (a) or 4.4 (b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by Bidder, in such case corrections shall be initialed by the person or persons signing the Bid.
- 18.4 The Bidder shall furnish information as described in the form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

- 19. Sealing and Marking of Bids**
- 19.1 The Bidder shall seal the original and copy of the Bid in two inner envelopes and on outer envelope, duly marking the inner envelopes as **“ORIGINAL”** and **“COPY”** if required.
- 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 name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- 19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes 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 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.
- 20. Deadline for Sub-mission of Bids**
- 20.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the (NIT)
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21 Late Bids**
- 21.1 Any Bid received by the Employer after the deadline prescribed in (NIT) will be returned unopened to the Bidder.
- 22 Modification and Withdrawal of Bids**
- 22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in clause 20.
- 22.2. Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked “**MODIFICATION**” or “**WITHDRAWAL**,” as appropriate.
- 22.3 No bid may be modified after the deadline for submission of Bids.
- 22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.
- 22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original submission.

E. Bid Opening and Evaluation

23. Bid Opening

- 23.1 The Employer will open the bids, including modifications made pursuant to Clause 22, in the presence of the bidder's authorized representatives who choose to attend at the time and in the place specified in the (NIT)
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.

- 23.3 The bidders, names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted, any discounts, Bid modifications 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.
- 24. Process to Be Confidential** 24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 25. Clarification of Bids and Contacting the Employer** 25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.
- 25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.
- 26. Examination of Bids and Determination of Responsiveness** 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

- 26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3. If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation.
- 27. Correction of Errors**
- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- 27.2 The amount stated in the 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 amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).
- 28. Currency for Bid Evaluation**
- 28.1 Bids will be evaluated as quoted in Pak Rupees in accordance with Sub-Clause 14.1.
- 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 26.

29.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to Clause 27;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.

29.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offer and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

29.4 The estimated effect of any price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.5 In the case of several lots, pursuant to Clause 29.2(d), the Employer will determine the application of discounts so as to minimize the combined cost of all the lots.

30. Preference for Domestic Bidders

30.1 NOT APPLICABLE

F. Award of Contract

31 Award Criteria

31.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and **who has offered the lowest evaluated Bid price**, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

- 32 Employer’s Right to Accept any Bid and to Reject any or all Bids** 32.1 Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.
- 33. Notification of Award and Signing of agreement** 33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”).
- 33.2 Within Seven (07) calendar days after receipt of written acceptance of his Bid, the successful bidder shall send to the National Highway Authority, Form of Contract Agreement provided in the Tender Documents, incorporating all agreement between the parties.
- 34. Performance Security** 34.1 Within Seven (07) days after receipt of Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount stipulated in the Letter of Acceptance in the form **Bank Guarantee Unconditional or Performance Bond as decided by the Employer.**
- 34.2. The Performance Security provided by the Successful Bidder in the form of an Irrevocable, Non recourse Unconditional Bank Guarantee, shall be issued by a bank located in Pakistan and acceptable to the Employer.
- 34.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security with black listing of the bidder for a period as decided by the Engineer.
- 35. Advance Payment and Security** 35.1 **DELETED**
- 36. Adjudicator** 36.1 The Employer reserves the right to appoint any person named in the Bidding Data to be appointed as Adjudicator under the Contract, at an hourly fee specified in the Bidding Data, plus reimbursable expenses.

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35. **Advance Payment and Security** 35.1 **DELETED**
36. **Adjudicator** 36.1 The Employer reserves the right to appoint any person named in the Bidding Data to be appointed as Adjudicator under the Contract, at an hourly fee specified in the Bidding Data, plus reimbursable expenses.

- 37. Corrupt or fraudulent Practices** 37.1. The Employer requires that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving , receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded the contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- 37.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 23.3 and sub-clause 59.2 of the General Conditions of Contract.
- 38. Method Of Construction** 38.1 The Contractor shall submit the work schedule and carry out the construction and maintenance Work and paving operation as shown and indicated on drawings or as directed by the Engineer. Alternate proposals can also be considered provided there is no extra cost to the Employer and no hindrance to traffic.
- 39. Concession Offered By Bidders** 39.1 Any cost saving concessions offered by the Bidder in the interest of the Employer, shall be part of the Bid and shall have a positive consideration by the Employer.
- 40. Furnishing Affidavit** 40.1 The bidder shall submit an Affidavit with his signature and seal confirming acceptance of all the conditions as laid down in the Bidding Documents.

Part One – Section 2
Conditions of Contract

Part One – Section 2
Conditions of Contract
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Conditions of Contract

A. General

1. Definitions

- 1.1. Boldface type is used to identify terms.

The **Adjudicator** is the person appointed by the Employer to resolve disputes in the first instance, as provided for in Clauses 24 and 25 hereunder.

Bill of Quantities means the priced and completed Bill of quantities forming part of the Bid.

Compensation Events are those defined in Clause 44 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Project Director, in accordance with Sub-Clause 55.1.

The **Contract** is the Contract between the Employer and the Contractor to execute, compete, and maintain the Works. **It** consists of the documents listed in Clause 2.3 below.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Certificate** is the certificate issued by Project Director upon correction of defects by the Contractor.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The **Employer (GM Construction Punjab NHA) or Engineer** is the party who employs the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Director (Construction) Punjab by issuing an extension of time or an acceleration order.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

The Director (Construction) is the person named in the Contract Data (or any other competent person such as Project Director appointed by the Employer/Engineer and notified to the Contractor, to act in replacement of the Director (Construction) who is responsible for supervising the execution of the Works and administering the Contract.

The **Site** is the area defined as such in the Contract Data.

- 2. Interpretation**
- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Director (Construction) Punjab will provide instructions clarifying queries about these Conditions of Contract.
- 2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works.)
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) The Contract Agreement,
 - (2) Letter of Acceptance,
 - (3) Contract Data,
 - (4) Conditions of Contract,
 - (5) Bidding Data
 - (6) Instructions to Bidders
 - (7) Specifications,
 - (8) Drawings,
 - (9) Bill of Quantities, and
 - (10) any other document listed in the Contract Data as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are stated in the contract Data.
- 4. Director (Const.) 's Decisions**
- 4.1 Except where otherwise specifically stated, the Director (Construction) Punjab will decide contractual matters between the Employer and the Contractor in the role representing the Employer/Engineer.
- 5. Delegation**
- 5.1 The Director (Construction) Punjab may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Director (Construction), but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.

- 8 Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. Personnel** 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Contract Data, to carry out the functions stated in the Schedule or other personnel approved by the Director (Construction) Punjab. The Director (Construction) Punjab will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2 If the Director (Construction) / Project Director asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site immediately and has no further connection with the work in the Contract.
- 10. Care of Works** 10.1 The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Start Date until the date of issue of the Completion Certificate for the whole of the Works, when the responsibility for the said care shall pass to the Employer, Provided that:
- (a) If the Site Engineer issues a Completion certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care that Section or part shall pass to the Employer, and
- (b) The Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period.
- 10.2 If any loss or damage happens to the Works or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub-Clause 11.1, the contractor shall, at his own cost, rectify such loss or damage so that Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Project Director.

- 11. Employer's Risks**
- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) war, hostilities (whether war be declared or not) invasion, act of foreign enemies,
 - (b) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (c) ionising radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
 - (e) Riot, commotion or disorder, unless solely restricted to employees of the contractor or of his Subcontractors and arising from the conduct of the Works,
 - (f) Loss or damage due to the use or occupation by the Employer of any Section of part of the permanent Works, except as may be provided for in the Contract,
 - (g) Loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible,
 - (h) Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.
- 12. Contractor's Risks**
- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall, without limiting his or the Employer's obligations and responsibilities, insure:

- (a) The Works, together with materials and Plant for incorporation therein, to the full replacement cost.
- (b) an additional sum of 15 percent of such replacement cost, or as may be specified in Contract Data, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature.
- (c) the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

13.2 The insurance in paragraphs (a) and (b) of Sub-Clause 13.1 shall be in the joint names of the Contractor and Employer and shall cover:

- (a) the Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in Sub-Clause 13.3, from the start of work at the Site until the date of issue of the relevant completion Certificate in respect of the Works or any Section or part thereof as the case may be, and
- (b) the contractor for his liability:
 - (i) during the Defects Liability Period for loss or damage arising from a cause occurring prior the commencement of the Defects Liability Period, and
 - (ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under the Contract.

13.3 There shall be no obligation for the insurances in Sub-clause 13.1 to include loss or damage caused by

- (a) War, hostilities (where war be declared or not), invasion, act of foreign enemies,
- (b) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (c) ionising radiations, or contamination by radio-activity from combustion of nuclear fuel, radio-active toxic explosive, or other hazardous property of pressure wares caused by aircraft or other any explosive nuclear assembly or nuclear component thereof,
- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

13.4 The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- (a) death of or injury to any person, or
- (b) loss of or damage to any property (other than the Works), which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation thereto, subject to the exceptions defined in Sub-Clause 13.5.

13.5. The “exceptions” referred to in Sub-Clause 13.4 are:

- (a) the permanent use or occupation of land by the works, or any part thereof,
- (b) the right of the Employer to execute the Works, or any part thereof, on, over, under, in or through any land,
- (c) damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the Contract.
- (d) Death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor, or in respect of any claims, proceedings, damages, costs, charges and expenses in respect of any claims, proceedings, relation thereto or, where the injury or damage was contributed to by the contractor, his servants or agents, such part of the said injury as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors, for the injury or damage.

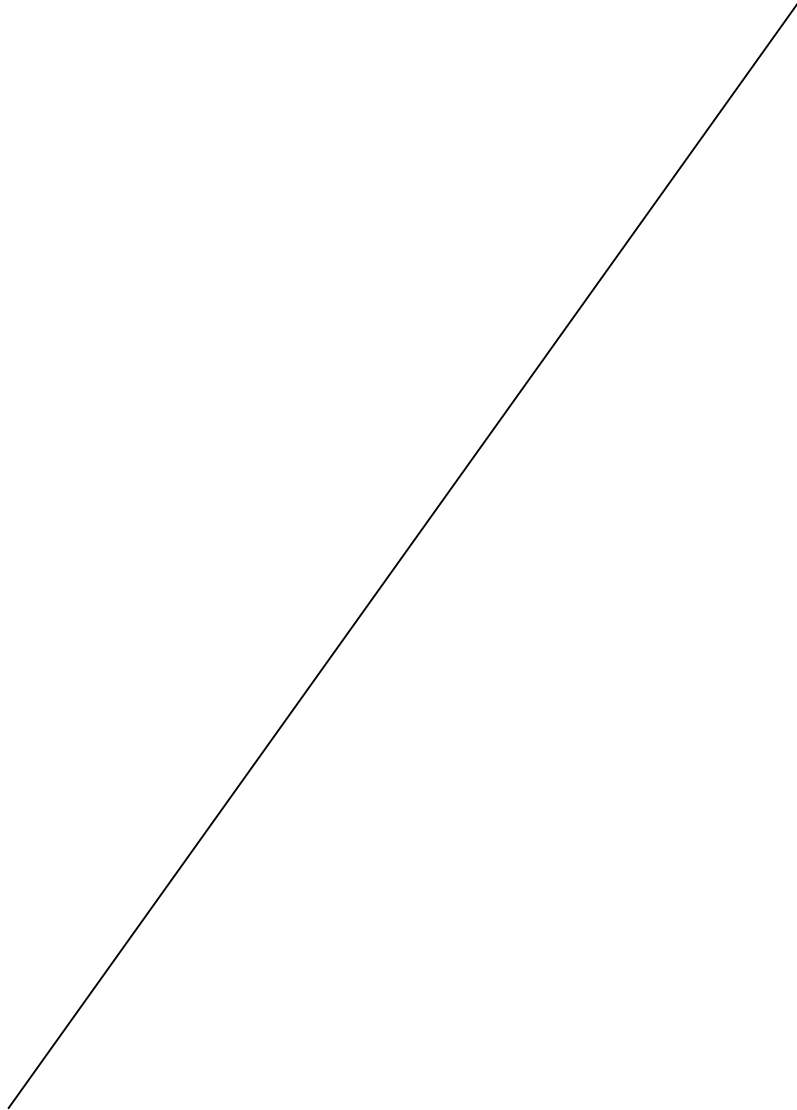
13.3 The Employer shall indemnify the Contractor against all claims proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions defined in Sub-Clause 13.5

13.4 The contractor shall, without limiting his or the Employer’s obligations and responsibilities under Clause 13.4 & 13.5, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person (other than as provided in Clause 13.5.

13.5 Such insurance shall be for at least the amount stated in the Contract data.

- 13.6 The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate ensured.
- 13.7 The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor of any Subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and whatsoever in respect thereof or in relation thereto.
- 13.8 The Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any Subcontractor, the Contractor's obligations to insure as aforesaid under this Sub-Clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such Subcontractor to produce to the Employer when required, such policy of insurance and the receipt for the payment of the current premium.
- 13.9 The Contractor shall provide evidence to the Employer prior to the Start Date that the insurances required under the contract have been effected and shall, before the start date, provide the insurance policies to the Employer. When providing such evidence and such policies to the Employer, the Contractor shall notify the Engineer of so doing. The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer.
- 13.10 The contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and he receipts for payment of the current premiums.
- 13.11 If the contractor fails to effect and keep in force any of the insurances required under the contract, or fails to provide the policies to the Employer within the period required by Sub-Clause 13.12, then and in any such case the Employer may effect may by necessary for the purpose and from time to time deduct the amount so paid from any monies due of to become due of to become due to the contractor, or recover the same as a debt due from the Contractor.

13.12 In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.



13.13 The Contractor shall conform in all respect, including by the giving of all notices and the paying of all fees, with the provisions of :

- (a) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any
- (b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works,

and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor in accordance with Sub-Clause 13.6.

14. Inspection of Site.

14.1 The employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such data on hydrological and sub-surface conditions as have been obtained by or on behalf of the Employer from investigation undertaken relevant to the Works but the contractor shall be responsible for his own interpretation thereof.

The Contractor shall conform in all respect, including by the giving of all notices and the paying of all fees, with the provisions of :

- (c) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any
- (d) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works,

and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor in accordance with Sub-Clause 13.6.

15. Queries about the Contract Data

15.1 The Director (Construction) Punjab or NHA Contract Section will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct and execute the Works in accordance with the NHA Specifications and Drawings.

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|---|-------|--|
| 17. The Works to Be Completed by the Intended Completion Date. | 17.1 | The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the recommendation of the Project Director and approval of the Director (Construction) respectively, and complete them by the Intended Completion Date. |
| 18. Approval by the Director (Const.) | 18.1. | The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Director who is get it approved by Director (Construction) if they comply with the Specifications and Drawings. |
| | 18.2. | The Contractor shall be responsible for design of Temporary Works. |
| | 18.3 | DELETED. |
| | 18.4 | The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required. |
| | 18.5 | All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Director/Director (Construction) before this use. |
| 19. Safety | 19.1. | The Contractor shall be responsible for the safety of all activities on the Site. |
| 20. Discoveries | 20.1 | This contract is related with Maintenance of the existing road then this situation will never occur. Delete the Clause |
| 21. Possession of the Site | 21.1 | The Employer shall give possession of parts of the Site as per project requirement to the Contractor. If possession of a part is not given by the date of commencement, the Contractor shall be entitled to extension in time. |
| 22. Access to the Site | 22.1 | The Contractor shall allow the Director (Construction) and Project Director or any person authorized by the Director (Construction) access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |
| 23. Instructions, Inspections and Audits | 23.1 | The Contractor shall carry out all instruction of the Director (Construction) / Project Director which comply with the applicable laws where the Site is located. |
| | 23.2 | The Contractor shall permit the Bank to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Bank, if so required by the Bank. |

- 24. Disputes** 24.1 If the Contractor believes that a decision taken by the Director (Construction) was either outside the authority given to the Director (Construction) by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Director (Construction) decision.
- 25. Procedure for Disputes** 25.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 25.2 The Adjudicator shall be paid by the hour at the rate specified in the Bidding Data and Contract Data, together with reimbursable expenses of the types specified in the Contract Data, and the cost shall be divided equally between the Employer and the Contractor, in case the decision goes against the contractor then full payment be born by the contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’s decision will be final and binding.
- 25.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the Contract Data.
- 26. Replacement of Adjudicator** 26.1 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be appointed by the Employer.

B Time Control

- 27 Program** 27.1 Within the time stated in the Contract Data, the Contractor shall submit to the Project Director for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to the Director (Construction) through Project Director for approval an updated program at intervals no longer than the period stated in the Contract Data.

- 27.4. The Director (Construction)'s approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Director again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 28. Extension of the Intended Completion Date.**
- 28.1 The Director (Construction) shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work.
- 28.2. The Project Director shall decide and submit the recommendations to Director (Construction) whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Director for a decision upon the effect of a Compensation Event of Variation and submitting full supporting information. If the contractor has failed to give early warning of a delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 29. Acceleration**
- 29.1 **DELETED.**
- 29.2 **DELETED.**
- 30. Delays Ordered by the Director (Maint)**
- 30.1 The Project Director may instruct the Contractor to delay the start or progress of any activity within the Works.
- 31. Management Meeting.**
- 31.1 Either the Director (Construction), Project Director or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure and minutes for the same be issued.
- 31.2. The Project Director shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Director (Construction) either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

- 32. Early Warning**
- 32.1 The Contractor shall warn the Project Director at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Director (Construction) or Project Director may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 32.2. The Contractor shall cooperate with the Project Director in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Director and case shall be put up to Director (Construction).

C. Quality Control

- 33. Identifying Defects.**
- 33.1 The Project Director or Director (Construction) shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Director (Construction) & Project Director may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.
- 34. Tests.**
- 34.1. If the Project Director instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.
- 35. Correction of Defects.**
- 35.1 If the Project Director shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2. If the Contractor has not corrected a Defect within the time specified in the Project Director's notice, the Project Director will assess the cost and shall get it approved by Director (Construction) of having the Defect corrected, and the Contractor will pay this amount.

36. Maintenance

36.1. Maintenance period shall be for the period stated in contract data starting from the date of completion of the Work certified by the Engineering and by issuance of Taking Over Certificate. Maintenance shall mean the Process of sustaining the level of physical quality o the Project as per originally established criteria, usually involving a programme of inspection, clearing and repair activities by the Contractor at his own cost.

36.2 The Contractor during this Maintenance Period shall perform the following services:

- . Inspection of pavement and rectification of all types of defects developed thereto, including but not limited to cracks, ruts, settlement, etc.
- . Maintain and ensure roughness of pavement up to _mm/km.
- . Inspect and repair potholes developed thereto in the pavement.
- . Maintenance of shoulders to original lines and grades.
- . Maintenance and re-erection of traffic road signs, reflector zed pavement studs, guide posts/delineators, guardrails (steel and concrete), kilometer posts, precast concrete curbs and other items as prescribed in Bill No. 6 “Ancillary Works” of original Bill of Quantities.
- . Repairing and maintenance of road marking on the entire length of roadway.
- . Upkeep and maintenance of approaches, embankment, bunds slopes, rip rap, grid banks dykes, girders deck, expansion joints etc.
- . Attending to any common erosion within the ROW due to floods or rains. Clearing any silt on any drainage or irrigation culverts across the embankment and keeping in storm water culverts down stream erosion maintained.
- . Keeping all the drain pipes in working and operation conditions and attend to any defects arising in the entire system of drainage or any of its components.

- . Maintaining and upkeeping of longitudinal drains in cut and fill areas and make any additional work to stop excessive erosion, identify trouble points and get these rectified.
- . In case of any defects or damage due to wear and tear, by accident or by natural calamity attend the same promptly and maintain/upkeep into an acceptable defect free immaculate condition.
- . Inspect all culverts, bridges, structures, rock cuts and cut slopes and attend to their proper maintenance and upkeep as per original criteria.
- . The Contractor shall maintain a communication system for his own use and for use of his staff and crew specially in case of emergency or floods etc.

The Employer/Consultant will inspect the maintenance standard once in every six months and prepare a punch list jointly with the Contractor for proper upkeep and maintenance. The Contractor will attend to this punch list promptly and complete the same before the next inspection period and report the same in monthly progress reports.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer.

36. Uncorrected Defects

D. Cost Control

37. Bill of Quantities

37.1 The Bill of Quantities shall contain the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38 Changes in the Quantities

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 02 percent of the Initial Contract Price, the Director (Construction) may adjust the rate upon recommendations of Project Director to allow for the change subject to the approval of Employer.

- 38.2 The Director (Construction) shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- 38.3 If requested by the Director (Construction), the Contractor shall provide the Director (Construction) with a detailed cost breakdown of any rate in the Bill of Quantities.
- 39. Variations**
- 39.1 All Variations shall be subject to the prior approval of the Employer and shall be included in updated Programs produced by the Contractor.
- 39.2 In case of emergency, the variations for a amount not exceeding the limit defined in Contract Data could be issued by the Director (Construction) without the prior approval of the Employer.
- 40. Payments for Variations**
- 40.1 The Contractor shall provide the Project Director with a quotation for carrying out the Variation when requested to do so by the Project Director. The Project Director shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Director and before the Variation is ordered.
- 40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, the Director (Construction) shall assess the new rate keeping in view the Contractors genuine cost, profit and overheads subject to the approval of the Employer.
- 40.3 If the contractor's quotation is unreasonable, the Director (Construction) may order the Variation and make a change to the Contract Price, which shall be based on the Director (Construction)'s own forecast of the effects of the Variation on the Contractor's cost.
- 40.4 If the Director (Construction) decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 41 Cash Flow Forecasts**
- 41.1 When the Program is updated, the Contractor shall provide the Director (Construction) with an updated cash flow forecast.

- 42. Payment Certificates.**
- 42.1 The Contractor shall submit to the Project Director monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 42.2 The Director (Construction) shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 14 days of receipt of such statement.
- 42.3 The value of work executed shall be determined by the Project Director.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 42.6 The Project Director may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 43. Payments**
- 43.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Director within 28 days of the date of each certificate.
- 43.2 All payments and deductions will be paid or charged in Pakistani Rupees comprising the Contract Price.
- 43.3 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 44. Compensation Events**
- 44.1 The following shall be Compensation Events.
- (a) The Director (Construction) orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (b) The Project Director gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (c) Other Compensation Events described in the Contract or determined by the Director (Construction) shall apply.

- 44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Director (Construction) shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Director, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Director (Construction) shall adjust the Contract Price accordingly. The Director (Construction) will assume that the Contractor will react competently and promptly to the event.
- 44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Director (Construction).
- 44.5 The Contractor shall not be entitled to any compensation by the Employer, unless he gives notice of his intention to the Employer to claim compensation within (15) calendar days of first happening of any event to which he claims himself to be entitled to compensation.
- 45. Tax**
- 45.1 The Contractor shall be charged customs duties, import duties, business taxes, sales taxes, income taxes that may be levied according to the laws and regulations of the Provincial Government and Federal Government of Pakistan in force on the equipment, construction plant, materials, vehicles, supplies (both permanent and temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax, under the Government of Pakistan prevailing **TAX LAWS AND INCOME TAX ACT**, from his responsibility to pay any tax including the Income Tax, that may be levied in the Employer's country on incomes and profits received and made by him in respect of the Contract, with absolutely no adjustment or compensation by the Employer.

45.2 The Contractor's staff, personnel and labour will be liable to pay personal income taxes in the Employer's country in respect of such of their salaries, wages and other incomes and benefits as are chargeable under the laws, regulations acts for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations and acts.

46. Currencies

46.1 Payments will be made in Pakistani Rupees.

47. Price Adjustment

47.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Contract Data. If so provided, the amounts certified in each payment certificate, after deducting for Advance payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due. A formula of the type indicated below applies:

$$P=A+B I_m/I_o$$

where:

I_m is the adjustment factor for the portion of the Contract Price payable .

A and B are coefficients specified in the Contract Data, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable, and

I_m is the index prevailing at the end of the month being invoiced. I_o is the index prevailing 28 days before opening for inputs payable;

47.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

48. Retention

48.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2 On completion of the whole of the Works, expiry of the Defects Liability Period and at the certification that all Defects notified by the Dy. Director (Maint) to be contractor before the end of this period have been corrected.

	48.3	On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank Guarantee.
49. Liquidated Damages	49.1	The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the 10% of the contract. The Employer may deduct liquidated damages from payments due to the Contractor Payment of liquidated damages shall not affect the Contractor’s liabilities.
	49.2	If the Intended Completion Date is extended after liquidated damages have been paid, the Project Director shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.
50 Bonus	50.1	DELETED
51 Advance Payment		DELETED
52. Securities	52.1	The Performance Security shall be provided to the Employer no later than the date specified in the Contract Data and shall be issued in an amount and form and by a bank acceptable to the Employer as stipulated in Contract data, and denominated in Pak. Rupees in which the Contract Price is payable. The Performance Security in the form of an Unconditional non recourse Bank Guarantee acceptable to the Employer shall be valid until a date 60 Calendar days from the date of issuance of the Defects Liability Certificate.
53. Day works	53.1	If applicable, the Dayworks rates in the Contractor’s Bid shall be used for shall additional amounts of work only when the Director (Maint) has given written instructions in advance for additional work to be paid for in that way.
	53.2	All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Director (Construction). Each completed form shall be verified and signed by the Director (Construction) within two days of the work being done.
	53.3	The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

- 54. Cost of Repairs** 54.1 Loss or damage to the Works or Materials to be incorporated in liability periods shall be remedied by the Contractor at his own cost.

F. Finishing The Contract

- 55. Completion** 55.1 The Contractor shall request the Project Director to issue a certificate of Completion of the Works, and the Project Director will do so upon deciding that the work is completed.

- 56. Taking Over** 56.1 The Employer shall take over the Site and the Works within seven days of the Project Director's issuing a certificate of Completion.

- 57. Final Account** 57.1 The Contractor shall supply the Director (Construction) with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period with copy to Director (Construction). The Project Director shall issue a Defects Liability Certificate and certify any internal payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Director (Construction) shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Director (Construction) shall decide on the amount payable to the Contractor and issue a payment certificate.

- 58. Operating and Maintenance Manuals** 58.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

- 58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or do not receive the Director (Construction) 's approval, the Director (Construction) shall withhold the amount stated in the Contract Data from payments due to the Contractor.

- 59. Termination** 59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

- 59.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 15 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Director (Const.)/ Project Director.

- 59.2
- (b) the Director (Construction)/Project Director instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 10 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation
 - a. payment certified by the Director (Construction) is not paid by the Employer to the Contractor within 84 days of the date of the Director (Construction); certificate;
 - (d) the Project Director gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Director (Construction)
 - (e) the Contractor does not maintain a Security, which is required; and
 - (f) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Contract Data.
 - (g) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial not-competitive levels and to deprive the Employer of the benefits of free and open competition.

- 59.3 When either party to the Contract gives notice of a breach of Contract to the Director (Construction) for a cause other than those listed under Sub-Clause 59.2 above, the Director (Construction) shall decide whether the breach is fundamental or not.
- 59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 59.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 60 Payment upon Termination**
- 60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Director (Construction) shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds and payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 60.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Director shall issue with copy to Director (Construction) a certificate for the value of the work, done, and less advance payments received up to the date of the certificate.
- 61. Property**
- 61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be property of the Employer if the Contract is terminated because of the Contractor's default
- 62.**
- 62.1 If the Contract is frustrated by the outbreak of war or by any of war or by any other event entirely outside the control of either the Employer or the Contractor, the Director (Construction) shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

63. DEFAULT

63.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 14 days after receipt of the Employer's notice, the Employer may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Employer instructs in the second notice is to be used for the completion of the Works.

63.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 14 days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 28 days after the Employer's/Engineers receipt of the Contractor's notice, the Contractor may be a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site.

63.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer/engineer instructs in the notice is to be used for the completion of the Works.

PART TWO

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Annex B Form; Performance bank Guarantee (Unconditional)

Part Two
Invitation for Bids

TENDER NOTICE

1. Sealed tenders for following works are invited from approved/enlisted contractors in Category RC/BC-5 & 6 of NHA, who have deposited enlistment fee for the current year:-

Sr. #	Contract No.	Scope of work	Location	Estimated Cost (Rs.)	Earnest Money	Tender Fee
1.	OHB/IMDC/ Package-19	Construction of Pedestrian over head steel bridge on IMDCW project	Km 33+100 (N-75)	7,206,347.00	2 % of bid amount	5,000/-
2.	OHB/IMDC/ Package-20	Construction of Pedestrian over head steel bridge on IMDCW project	Km 33+600 (N-75)	6,000,374.00	-do-	-do-

2. Construction companies having previous record of completing similar nature of works within last three years to the satisfaction of the Employer shall be eligible to participate in tendering. Tenders will not be issued to those contractors, who are consistently lagging in progress of their running projects.

3. Blank tenders can be obtained by submitting an application on company pad along with proof of pre-qualification with NHA from the office of Director (Construction) Punjab, National Highway Authority, Lahore located at Shahpur Interchange, Thokar Niazbeg, Lahore on **08.03.2008** during office working hours on production of demand draft / pay order as shown against each as cost of tender documents (non refundable) in favour of National Highway Authority, Lahore.

4. The tenders will be received on **12.03.2008** at **1100 hours** in the office of Director (Construction) Punjab, NHA, Shahpur Interchange, Multan Road, Lahore and will be opened on the same date at **1130 hours** by approved committee in presence of the Contractors or their Authorized representative. Contractors are required to sign and stamp each and every page of tender documents.

5. In Case the bidder cost is at par OR above the Engineer's Estimate, then 10% Bank Guarantee would be allowed.

6. In case the lowest evaluated bid is within (-15%) in relation to the Engineer's Estimate, then the bidder shall furnish additional Performance Security in the form of an irrevocable and without recourse Bank Guarantee in an amount equal to the minus (-) Variance with reference to the Engineer's Estimate plus 10% (Subject to maximum of 25%).

7. The contractor may consult office of Director (Construction) Punjab, NHA, Shahpur Interchange, Multan Road, Lahore or Project Director (IMDCW) NHA, Baharakahu, Islamabad for any clarification in respect of works/items etc.

8. The contractors will submit the tender documents in original and copy of the same in separate envelopes clearly mentioning "ORIGINAL" and "COPY". If the bidders are unable to submit their bid in two envelopes, the bids shall be considered as non responsive.

9. Competent Authority reserves the right to accept or reject any or all tenders without assigning any reasons.

(CH. KHALID NAEEM)
 General Manager (Construction) Punjab
 National Highway Authority
 Shahpur Interchange, Multan Road, Lahore
 Ph. No.042-9260240 Fax. No.042-9260241

Part Two

Section 1. Bidding Data

Bidding Data

Instructions to Bidders Clause Reference

- 3.**
(3.1) This invitation for Bids is open to all Contractors who are eligible under the prevalent rules (which includes registration with Pakistan Engineering Council) of Pre-qualification and Registration of National Highways Authority for Civil Engineering Contracts.
- 4.** The text under Clause 4.3 is modified to read:-
- 4.3** Not with standing the provisions of clause 4.2 all bidders shall include the information required as under (a) (b) (c) (d) (e) (f) (g) (h) (i) and (j) as part of the requirements of the Contract.
- (4.5a)** Clause 4.5a is deleted.
- (4.5c)** The essential equipment to be made available for the contract by the successful contractor shall be a suitable mechanical plant for the production of bituminous mixes as required and appropriate to the pavement works specified in the contract.
- (4.5e)** The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be Rs. 0.5 million.
- 13**
- 13.4** The Contract is not subject to price adjustments in accordance with Clause 47 of the Conditions of Contract.
- 15.**
- (15.1)** The Period of Bid Validity shall be 90 days after the deadline for Bid submission specified in the Bidding Data.
- (15.3)** Clause 15.3 is deleted.
- (16)**
- (16.1)** The amount of Bid Security shall be Two percent of Bid Price.
- 17.**
- (17.1)** Alternative proposals to the requirements of the bidding documents will not be permitted.
- 18.**
- (18.1)** The Bidder shall prepare ONE ORIGINAL and TWO COPIES of the Bid.
- 19.**
- (19.2)** The Employer's Representative (Engineer) address for the purpose of Bid submission is General Manger (Punjab-North) National Highway Authority Shahpur Interchange, Thokar Niaz Baig, Lahore.
- 20.**
- (20.1)** The deadline for the submission of bids shall be as per NIT.

34

(34.1) The standard form of Performance Security acceptable to the Employer shall be irrevocable, non-recourse Unconditional Bank Guarantee from an approved Bank acceptable to Employer and shall be for an amount equal to Ten (10) percent of the Contract Price.

35.

(35.1) The Advance Payment shall be limited to Ten (10) Percent of the contract price.

36

(36.1) The Adjudicator appointed by the Employer isThe hourly fee for this proposed Adjudicator when his services are called upon, shall be Rs.1,000/hour.

The biographical data of the Adjudicator is as follows:-
.....
.....
.....

Part Two

Section 2. Forms

FORM OF BID

.....
(Name of Project)

Note: The Appendices form part of Bid. Each Bidder is required to fill up all the blank spaces in the Bid Form and Appendices.

To:

The General Manager (Punjab-North)
National Highway Authority
Shahpur Interchange
Lahore

Sir:

1. The undersigned Bidder, having examined the Conditions of Contract, Specifications, Drawings, Appendices to Bid including Bill of Quantities and Addenda Nos. _____ thereto, and having been satisfied as to all conditions under which the above named Works must be performed, hereby offer to complete, maintain and provide the specified services as set forth in the said Contract Documents, including the Addenda thereto, for the total Bid Price of Pak. Rs. _____ (Pakistani Rupees _____ only) or such other sum as may be ascertained in accordance with the said Conditions of Contract and the rates, currency, components and prices set forth in the Bill of Quantities appended hereto.
2. Should this Bid be accepted by you we agree:
 - (a) to furnish a Performance Security in the form of an irrevocable bank guarantee from a scheduled Pakistani Bank, a foreign bank through a correspondent in Pakistani Bank or with the agreement of the Employer, directly by a foreign bank acceptable to the Employer in an amount of 10 percent of the above named sum in accordance with the Conditions of Contract.
 - (b) to send a representative or representatives immediately upon receipt of Letter of Acceptance of this Bid, for the purpose of executing a Contract Agreement (to be prepared by the Employer and offered for signature within 07 days of the Bidder's receipt of the Letter of Acceptance), in form set out in the Contract Documents.
 - (c) to commence the Work within Seven (07) calendar days after the date of signing of Contracts Agreement and to complete the Works, within the time for Completion stipulated in Contract data; and
- 3 The advance payment required is:

Amount	Currency
	Pakistani Rupees

4. We accept the appointment of _____ as the Adjudicator
{name mentioned in Bidding Data}.
5. We agree that this Bid shall remain valid for a period of Ninety (90) days following the date set for opening of Bids, and may be accepted by you at any time before the expiration of such period.
6. Until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any Bid you may receive, and that you will not defray any expenses incurred by us in Bidding.
8. As security for the due performance of the undertakings and obligations of this bid, we submit herewith a Bid security in the amount of Pak Rs. _____ (Pakistani Rupees _____) drawn in your favour or made payable to you and valid for a period of One Hundred and Twenty (120) calendar days beginning the date Bids are opened.

Dated this _____ day of _____ 2007

BIDDER

TITLE ADDRESS

ATTESTED

FORM OF PERFORMANCE SECURITY

(On of the appropriate value Non Judicial Stamp Paper of the Government of Pakistan)

To: The Chairman, National Highway Authority, 27-Mauve Area, G-9/1, P.O. Box No. 1205, Islamabad.

WHEREAS

(hereinafter called "the Contractor") has undertaken in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs. _____ (Rupees _____ only) such sum being payable in the undertake to pay you, upon your first written demand and without cavil or argument, any sum of sums within the limits of Rs. _____ (Rupees _____ only) as aforesaid without your meeting to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of items of the Contract or of the work to be performed thereunder or any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date Sixty (60) calendar days after the issuance of the Defect Liability Certificate to the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR

_____ Name of the Bank _____

_____ Address _____

_____ Date _____

AFFIDAVIT

Notwithstanding any thing contained in the tender documents, I _____ Owner/Legal representation of M/S _____ hereby accept the terms and conditions appearing herein as a precedence to terms and conditions appearing in the contract documents of _____ Terms and Conditions:

Subject to award of work to my form / company / joint venture:

I shall fulfill all necessary formalities of the contract within 8 days or receipt of letter of acceptance.

I shall complete the schedule work within specified date given on the work schedule adhering to the specifications and other provisions of the contract.

If I fail to complete the work as given in the schedule within specified time, then NHA after expiry of the 7 days grace period may take the following actions against which I hereby surrender my and company's / firm's joint venture's rights of legal recourse.

Performance security of the contract be enhanced.

My firm/company/joint venture be blacklisted for a period of two days.

All other terms and conditions of the contract shall remain the same for purpose of interpretation.

This affidavit may be treated as my / our willful commitment to NHA focusing upon my / our intent of executing works to the satisfaction of NHA.

Name: _____

Bidder Firm: _____

Stamp: _____

SWORN BEFORE ME

NATIONAL HIGHWAY AUTHORITY
MAINTENANCE WING
LETTER OF ACCEPTANCE

Shahpur Interchange,
Thokar Niaz Baig, Multan Road,
Lahore
Ph: 042-9260245

No.Fence/IMDCW/Dir(Const.)Pb/NHA/07/

Dated:

M/S _____

Subject:- **LETTER OF ACCEPTANCE OF CONTRACT NO.**
FOR _____

1. General Manager (Pb-N) NHA, Lahore has approved your quoted bid on the basis of your tender dated _____ for Contract No. _____ for _____ amounting to **Rs.** _____ which is ____%+ above the Engineer Estimate of Rs _____.

2. Within seven days you are required to deposit the 10% Bank Guarantee amounting to Rs. _____ from any schedule Bank of Pakistan, the Bank Guarantee is required to be confirmed / verified within a week after the issuance of letter from Accounts Section Lahore.

3. You are advised to enter into a contract agreement with NHA after submitting the stamp paper amounting to Rs.1000/- and one attested copy of National Identity Card to Director (Construction) Punjab office for agreement within seven days after issuance of this acceptance letter.

4. In case of non compliance of para No.2 & 3 it shall be assumed that you are not willing to execute the work and this acceptance letter will be withdrawn and EARNEST MONEY shall be forfeited and no claim what so ever will be accepted / entertained.

5. The time period required for completion of subject work is _____ Months (____ days) Failing to complete the work within stipulated time, 0.10% penalty/liquidated damages per day of the contract amount shall be imposed.

6. This letter is sent to you in duplicate, please return the original duly signed.

(M.A.K. KANDHARI)
Director (Construction) Punjab

The undersigned hereby acknowledge receipt of the above letter, copy of which has been retained, and confirmed that terms and conditions or stipulations additional to those contained in the original Tender Documents have been imposed by the issue of this letter.

Contractor

Address

CC:-
General Manager (Construction) Punjab NHA, Lahore.
Project Director (Concerned)
- Director (Accounts) (Concerned)

CONTRACT AGREEMENT

1. This AGREEMENT, made this _____ day _____ 2007, between **National Highway Authority**, Ministry of Communications, Government of Pakistan, Lahore Pakistan (hereinafter called "the Employer) of the one part and **M/s. _____** (hereinafter called the Contractor of the other part.

WITNESSED:

2. WHEREAS, bid have been received by the Employer for the: Contract No. _____ for _____ amounting to **Rs. _____** Province Punjab & the Bid of the contractor accepted by the employer vide letter No. _____ dated _____. And the Bid of the Contractor for said Works has been accepted by the Employer.

3. NOW THEREFORE, for and in connection of promises, covenants and agreements hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:

In consideration of the covenants and agreements to be kept and performed by the contract and for the faithful performance of this contract and the completion of the works according to Specification and condition herein contained, the Employer shall pay and the contractor shall receive and accept as full compensation for every thing furnished and done by the Contractor under this Agreement. The contract price stipulated in LETTER OF ACCEPTANCE, at the times and in the manner prescribed by the Conditions of the Contract.

Said Works shall be started within (07) Calendar days of the signing of Contract Agreement and the contractor shall fully complete the Works within _____ **months** (**_____ days**) calendar days after receipt of the written order to commence, except for Defects Liability Period which shall be six months 180 days after issuance of the Completion Certificate.

6. In this Agreement words and expressions shall have same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

7. The following documents shall be deemed to form and be read and construed, as part of this Agreement:

- a. Contract Agreement.
- b. Letter of Acceptance
- c. Addenda No. (Which have been incorporated in the Contract).
- d. Contract Data.
- e. The Bid and Bill of Quantities.
- f. Condition of Contract.
- g. Bidding Data.
- h. Instruction of Bidders.
- j. Standard Specifications.
- k. Drawings.
- l. Performance Security.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first before written.

For and on behalf of
National Highway Authority, Lahore

for and on behalf of

(Contractor)

By _____

By _____

Witness:

By _____

By _____

Part Two
Section 3. Contract Data

Contract Data

Conditions of Contract Clause Reference

(1.1) The Employer is:-
The Chairman, National Highway Authority, Ministry of Communication Government of Pakistan.

(1.1) The General Manager (Punjab) is:-
(The Employer's representative (Engineer) appointed as such by the Employer).

(1.1) The Contract is:-
Supply & Fixing of wire mesh fence on right side of Islamabad – Muzaffarabad Road Project

The Contract Works consist of the Supply & Fixing of wire mesh fence on right side of Islamabad – Muzaffarabad Road Project through measured quantities and issued Work Schedules and as defined in the Bill of Quantities.

(1.1) The Start Date of the contract period shall be Seven (07) days after the date of signing of Contract Agreement.

(1.1) The completion Date for the Works contained in the Final Work Schedule issued by the Project Director (IMDCW)

All other Interim Work Schedules will have a completion date 40 days after the issuance date of the Work Schedule.

(1.1) The following documents also form part of the Contract:-

- Standard Proforma Work Schedules & Measurement Statements.
Quantities sheet (s) showing the breakdown of the Estimated Contractual Quantities and their location of the road link.

(1.1) The Site is defined as that length of road on which a Work Schedule has been issued by the Project Director but for which no signed Certificate of Completion has been issued.

The Sites that could be the subject of issued Work Schedules will all be located on the..... to.....road (Inventory ref No.) and contained within km.....and km.....in the district ofin the Province of

(1.1) The Specification is the current specification of National Highway Authority.

(3.1) The Language of the Contract documents is English

(8.1) The Schedule of Other Contractors forms part of the Contract documents.

(9.1) The Schedule of Key Personnel forms part of the Contract documents.

(13.1) Rs. 300,000/- per occurrence, number of occurrences unlimited.

(15.3) Deleted in full.

(21.1) The Site possession date shall be seven (07) days after the issuance by the Project Director of any Work Schedule.

23 The text under Clause 23.2 is deleted and replaced by the following:-

(23.2) The Contractor shall permit the Employer, or his nominated representative, to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

25.2.1 The Fees and Expenses to be paid to the Auditors in the event that his services are required by agreement of both parties are:-

Hourly Fee Rs...../Hour.

Reimbursable on actual basis all reasonable travel and local accommodation expenses only for travel and accommodation within the Province ofwhen performing as the Adjudicator.

(25.3) The Arbitration will take place in accordance with the Arbitration Act (Pakistan) of 1940.

(35.1) The Defects Liability Period is (180) Calendar days starting from the date of issuance of Completion Certificate.

(36.1) The Maintenance period shall be starting from the date of issuance of Completion Certificate.

37. The text under clause 37.1 and 37.2 is deleted and replaced by the following:-

(37.1) The Bills of Quantities shall contain specified items for the carrying out of routine/periodic highway maintenance works and Highway Safety works.

The essence and scope of highway maintenance makes it correspondingly difficult to forecast very accurately the quantities of the work items involved.

The Maintenance/Highway Safety Works contained in the bills of Quantities are therefore evaluated, estimated or anticipated by the Employer to be required during the contract period.

(37.1) Only those items of Works taken from the Bill of Quantities and specified and contained in each Interim Work Schedule and the Final Work Schedule as issued by the Project Director after approval of the competent authority during the Contract period, will be required to be done by the Contractor, be subsequently measured and certified for payment. No works additional to the Scheduled Works as issued by the Project Director will be paid for, even if included in the total quantities contained within the Bills of Quantities.

The Employer, in no way guarantees that all the quantities or monies contained in The Bills of Quantities will necessarily be expended during the Contract period.

(37.2) The Bill of Quantities is used to calculate the Contract price.

The Contractor is paid for the quantity of work done at the rate in the Bill of Quantities for each item included in the Work Schedules issued by the Director (Construction) and completed by the Contractor in the Contract Period.

The Final Contract price is the total of all completed and subsequently Certified Works as contained in all the issued Work Schedules.

47. The proportion of payments retained is Five (5) percent.

48. The Liquidated damages for the whole of the Works are 0.10 percent per day.

50. Clause 50.1 is deleted.

(52.1) The Performance Security shall be provided by Contractor within Seven (07) calendar days of receipt of Letter of Acceptance Contract Agreement for the minimum amount equivalent to the following percentage of the Contract Price:-

The non recourse, irrevocable Bank Guarantee (Unconditional) acceptable to the Employer equal to Ten (10) percent of the Contract Price.

58. Clause 58.1 is deleted. Clause 58.2 is deleted.

Part Two
Section 4. Specifications

SPECIFICATIONS

The specifications that apply to this contract are the prevailing specifications relevant to the works to be contracted as published by the National Highway Authority

Part Two
Section 5. Drawings

Part Two

Section 4 Drawings

**RELEVANT TOPOGRAPHIC PLANS AND ANY CONSTRUCTION
SKETCHES, DETAILS OR DIAGRAMS ISSUED BY THE PROJECT
MANAGER AS PART OF THE WORK SCHEDULING PROCESS ARE
DEEMED TO FORM PART OF THE CONTRACT**

Part Two
Section 6. Security Forms

PERFORMANCE BANK GUARANTEE
(UNCONDITIONAL)

To,

Whereas (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No..... dated to execute (hereinafter called “the Contract”_.

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

And whereas we have agreed to give the Contractor such a Bank Guarantee.

Now therefore we hereby affirm that we are the Guarantor and responsible to your, on behalf of the Contractor, up to a total of Such sum being payable in Pak Rupees in which the contract price is payable and we undertake to pay you, upon your first written demand and without cavil or argument and sum or sums within the limits of as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee ad we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the certificate of completion.

Signature and seal of Guarantor.....

Name of Bank

Address

Date

Date _____

AFFIDAVIT

(On Non-Judicial Stamp Paper of Rs.5)

I, _____ being
_____ of M/s _____
do hereby confirm that if bid for works is
_____ is accepted and the awarded to me/us,
I we shall be bound by the provisions of the Bid Documents which includes the following:-

- i. Instructions to Bidders.
- ii. Contract Data.
- iii. Bidding Data.
- iv. Conditions of Contract.
- v. Bid and Bill of Quantities.
- vi. General Specifications.
- vii. Drawings.

It is further confirmed that in case of rejection of the bid or annulment of the bidding due to whatsoever reason, I shall not take any recourse.

Signature and
Stamp of Notary
Public

For an on behalf of the firm
Name _____
Designation _____

(Company's Seal)