

**NATIONAL HIGHWAY AUTHORITY  
MINISTRY OF COMMUNICATIONS  
GOVERNMENT OF PAKISTAN**



**CONTRACT/BID DOCUMENT  
FOR  
PROCUREMENT OF**

**CONTRACT OF WATERING / MAINTENANCE OF EXISTING  
PLANTS FOR THREE (03) YEARS PLNTED BY PARKS  
HORTICULTURE AUTHORITY (PHA), RAWALPINDI FROM M-1  
AND M-2 INTERSECTION TO NEW INTERNATIONAL ISLAMABAD  
AIRPORT (NIIA) GATE TOTAL LENGTH (5.3 KM) APPROX**

<b><u>Sr. #</u></b>	<b><u>Description</u></b>	<b><u>Motorway</u></b>	<b><u>Location</u></b>	<b><u>Estimated Cost (Rs)</u></b>	<b><u>Period</u></b>
1.	AF-M1(01)- 2020-21	M-1	From KM 00 To Km 5+300	36,208,750/-	03Years

**M/s** \_\_\_\_\_

## **PREFACE**

Afforestation contracts are not quite often to be prepared and executed henceforth the standard format of such bidding documents are not available with the standard forms of bidding documents prepared by the Pakistan Engineering Council (PEC).

This document is project specific and further as per actual requirements. National Highway Authority (NHA) intends to adopt single stage two envelop bidding procedure. The contract consists of various Plantation Schemes but all of them individually are of cost, less than Rs. 50 Millions.

Keeping in view the above parameters, Procurement and Contract Administration (P& CA), NHA has prepared a document which will be used for Smaller Contracts (Afforestation) using single stage two envelop bidding procedures.

For this purpose “Standard forms of Bidding documents for procurement of works for smaller contracts” prepared by PEC has been amended as per single stage two envelop bidding requirements.

# **SUMMARY OF CONTENTS**

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**SECTION-I  
INSTRUCTIONS  
TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

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

### **A. GENERAL**

#### **IB.1 Scope of Bid & Source of Funds**

##### **1.1 Scope of Bid**

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### **1.2 Source of Funds**

The Employer has arranged funds from its own sources. [or any other source which may be indicated accordingly]

#### **IB.2 Eligible Bidders**

2.1 Bidding is open to all firms and persons meeting the following requirements:

The contractors/firms registered with Pakistan Engineering Council with valid registration Certificate in Category C-5 or above for the year 2022 having specialization Code CE 01 & CE-10, must have substantial one (01) work having relevant experience in Public Sector & completed in the last Ten (10) years having cost equal to 70% of the Engineer’s Estimate.

***(Letters of Acceptances/awards and completion certificates are must to be attached).***

a)

b) Declared technically qualified on the basis of scope of work by the Employer.

#### **IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. BIDDING DOCUMENTS**

### **IB.4 Contents of Bidding Documents**

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders
2. Bidding Data
3. Evaluation and qualification criteria
4. Bidding forms
5. Schedules of Bids

Schedules to Bid comprise the following:

- i. Schedule A to Bid: Schedule of Prices
- ii. Schedule B to Bid: Specific scope of Works.
- iii. Schedule C to Bid: Payment schedule.
- iv. Schedule D to Bid: Specific work data.
- v. Schedule E to Bid: Method of Performing Works
- vi. Schedule F to Bid: Integrity Pact

3. Conditions of Contract & Contract Data
4. Standard Forms:
  - i. Form of Bid Security
  - ii. Form of Performance Security
  - iii. Form of Contract Agreement
  - iv. Form of Bank Guarantee for Advance Payment
  - v. Form of Mobilization Advance Guarantee/Bond
5. Specifications
6. Drawings, if any

### **IB.5 Clarification of Bidding Documents**

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.
- 5.3. The pre –Bid meeting will be held as per details given in Bidding Data.

### **IB.6 Amendment of Bidding Documents**

- 6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

## **C. PREPARATION OF BIDS**

### **IB.7 Language of Bid**

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### **IB.8 Documents Comprising the Bid**

- 8.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in IB 8.2 and the other the Price Bid containing the documents listed in IB 8.3, both envelopes enclosed together in an outer single envelope.
- 8.2 The Technical Bid shall comprise the following:
  - (a) Letter of Technical Bid;
  - (b) Bid Security, in accordance with IB 13;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder; i.e. Power of Attorney in accordance with IB clause 14.5
  - (d) documentary evidence in accordance with clause IB. 11 and IB 12 establishing the Bidder's qualifications to perform the contract;
  - (e) Technical Proposal in accordance with IB 8.6Other document required in the BD.
- 8.3 The Price Bid shall comprise the following:
  - (a) Letter of Price Bid;
  - (b) Complete Price Schedules;( schedule-A)
- 8.4 In addition to the requirements under IB 11.2, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

- 8.5 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under IB 8.1 8.2 and 8.3 shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 8.6 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including schedule of Bid (schedule B-F) and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 8.7 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

#### **IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far 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 of the Works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works. Bidder may be able to also make a visit of the site at their own cost.

#### **IB.10 Bid Prices, Currency of Bid and Payment**

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

#### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.



11.3 Bidder's must possess and provide evidences, information in accordance with the forms given in Evaluation and Qualification criteria (if applicable).

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan. Demand draft /pay order in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.

13.5 The Bid Security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity; or
- (b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) In the case of a successful bidder, if he fails to:
  - (i) Furnish the required Performance Security in accordance with Clause IB.21, or
  - (ii) Sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

#### **IB.14 Validity of Bids, Format and Signing**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 All Schedules to Bid are to be properly completed and signed.

- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected as non responsive.
- 14.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in IB-8 and clearly mark it “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. Alternative bids, if permitted in accordance with IB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit number of copies of the Bid, as prescribed in the BD, and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 14.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BD and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.
- 14.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 14.7 The original and all copies of the bid shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.

Bidders may always submit their bids by hand. When so specified in the BD, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

Bidders submitting bids by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL BID”, “ORIGINAL - PRICE BID” and “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID.” These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set shall be similarly sealed, marked and included in the sets.

- 15.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;

- (b) Be addressed to the Employer in accordance with BD 15.1; and
  - (c) Bear the specific identification of this bidding process indicated in the BD 1.1.
- 15.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with IB Sub-Clause 16.1.
  - 15.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with IB Sub-Clause 16.7.
  - 15.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
  - 15.6 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
  - 15.7 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
  - 15.8 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
  - 15.9 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

## **E. BID OPENING AND EVALUATION**

### **IB.16 Bid Opening, Clarification and Evaluation**

- 16.1 The Employer shall open the Technical Bids in public at the address, date and time specified in the BD in the presence of Bidders` designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 16.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 16.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with IB Sub-Clause 16.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 16.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification is to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with IB Sub-Clause 16.1.

- 16.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- a) the name of the Bidder;
  - b) whether there is a modification or substitution;
  - c) the presence of a Bid Security, if required; and
  - d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB Sub-Clause 15.1.

- 16.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 16.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.
- 16.8 The Employer will notify Bidders in writing, who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 16.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance. However none signing of attendance register by a Bidder or authorized representative cannot be a reason to stop the bidding process.
- 16.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- e) The name of the Bidder;
  - f) Whether there is a modification or substitution;
  - g) The Bid Prices, including any discounts and alternative offers; and
  - h) Any other details as the Employer may consider appropriate.

Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

- 16.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

16.12 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

16.13 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.16, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

Price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.14 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.15 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16.16 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

(i) The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Letter of Technical Bid;

(b) Written confirmation of authorization to commit the Bid as elaborated in IB 14.5.

(c) Valid Bid Security,

(d) Technical Proposal in accordance with IB 8.6

(ii) The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

(iii) The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to IB 8.7.

(iv) An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

#### 16.17 Evaluated Bid Price

In evaluating the bids, the Engineer/Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) Making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) Making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) Making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

#### 16.18 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other bidders, the price will be estimated by the Engineer/Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

(iii) Price Adjustment for Deviation in Terms of Payments  
Refer to Bidding Data

### **IB.17 Process to be Confidential**

17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on

any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

## **F. AWARD OF CONTRACT**

### **IB.18. Post Qualification**

- 18.1 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not: Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

### **IB.19 Award Criteria & Employer's Right**

- 19.1 Subject to Sub-Clause IB.19.2, 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 qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

### **IB.20 Notification of Award & Signing of Contract Agreement**

- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. Wherein, contractor bound to submit valid performance security within a week time from the date of issuance of notification.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form

of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

#### **IB.21 Performance Security**

- 21.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

#### **IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

#### **IB.23 Site Visit**

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



**SECTION - II**  
**BIDDING DATA**

## BIDDING DATA Sheet

### Instructions to Bidders

#### Clause Reference

#### 1.1 Name of Employer

Chairman NHA  
National Highway Authority  
Islamabad.

#### Brief Description of Works

Contract of watering / maintenance of existing plants for three (03) years and beating up of mortality at the rate of 25 % of initial plantation raised by Parks Horticulture Authority (PHA), from M-1 and M-2 intersection to New International Islamabad Airport (NIIA) gate (5.3 km) approximately Plantation as per schedule A to bid and in accordance with Annexure "A" to particular specifications includes for Plantation and maintenance.

#### 1.2 Source of Funds

Project will be funded from NHA's AMP 2020-21.

#### 2. Eligible of Bidder

The contractors/firms registered with Pakistan Engineering Council with a valid registration Certificate in Category C-5 or above for the year 2022 having specialization Code CE-01 and CE-10, must have substantial experience on relevant work in Public Sector & Completed in last Ten (10) years having cost equal to 70% of the Engineer's Estimate.

5.1 (a) Employer's address  
Chairman NHA  
National Highway Authority  
Islamabad.

(b) The Engineer  
General Manager (Maint)

(c) The Engineer's Address:-  
National Highway Authority  
NHA, Bharama Jang, Bahtar.

5.2 **Name of Employer's Rep:**  
Project Director (Afforestation)  
National Highway Authority  
Bharama Jang Bahtar.

5.3 **Name of Engineer's Rep:**  
Assistant Director (Afforestation)

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 Must full fill criteria as given in the section III of bidding documents.

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security**

Contract No.	Location	Amount of Bid Security in Pak. Rupees
AF-M1(01)-2020-21	From KM 00 To Km 5+300	724,175/-

Note:

“Bid Security in the amount of **Rs. 724,175/-** in the form of Bank Guarantee by Schedule Bank or deposit at call titled “**NHA RMF IPMP (M-1) Retention Money Account**” from Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan, valid for a period 28 days beyond the Bid Validity date”.

14.1 **Period of Bid Validity**

One Eighty days (180) Days.

14.4 **Number of Copies of the Bid to be submitted**

One original plus two copies (Both Technical and Financial Bid)

15.1 **Deadline for Submission of Bids**

**29<sup>th</sup> November 2021 upto 1130 Hours.**

Venue: General Manager (Maint) M-1

National Highway Authority

Bharama, Jang Bahtar.

Mobile No: 0345-9022548

## 16.1 **Venue, Time, and Date of Bid Opening**

**29<sup>th</sup> November upto 1200 Hours.**

Venue: General Manager (Maint) M-1  
National Highway Authority  
Bharama, Jang Bahtar.  
Mobile No: 0345-9022548

## 16.4 **Responsiveness of Bids**

- (i) The Bid is valid till for 120 days.
- (ii) Bid is accompanied by a valid bid security
- (iii) Completion period offered is within specified limits,
- (iv) The Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) The Bid cannot deviate from basic technical requirements and
- (vi) The Bids must generally in order, etc.
- (vii) The Bidder must fulfill the eligible criteria as per bidding documents.
- (viii) Pursuant to IB 22 provision of integrity part.

## 16.18 **Price Adjustment:**

Price adjustment is applicable.

## SECTION - III EVALUATION AND QUALIFICATION CRITERIA

### 1. Evaluation

In addition to the criteria listed in IB clause 16 the following criteria shall apply:

#### 1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements of the work.

#### 1.2 Multiple Contracts

The bidder submits proposal for multiple contracts/schemes evaluation will be as per aggregate requirement of criteria as given in section III for each scheme/section.

### 2. Pending Litigation

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	One Partner

#### 2.1 Pending Litigation

<b>Affidavit from Bidder</b> Indicating no pending litigation with NHA and details of all litigation with any other Employer/Agencies. If any.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1
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### 3. Experience

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

#### 3.1 General Experience

Experience under Plantation contracts in the role of contractor, or management contractor for last 10 years prior to the bid submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 1
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#### 3.2 Specific Experience

##### (a) Contracts of Similar Size and Nature

One (01) work having relevant experience in Public Sector & completed in the last Ten (10) years having cost equal 70% of the Engineer's Estimate. <i><b>(Letters of Acceptances/awards and completion certificates are must to be attached.)</b></i>	must meet requirement	not applicable	must meet	not applicable	Form EXP - 2(a)
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### 4. Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

Equipment Type and Characteristics	Min. Number Required
<ol style="list-style-type: none"> <li>1. Watering system required to irrigate the plants during the Plantation and maintenance period.</li> <li>2. Other planting required equipments</li> </ol>	<p>Four (04) water tanker/boozer.</p> <p>As per requirement.</p>

**Section- IV**  
**BIDDING FORMS**

(LETTER OF TECHNICAL BID)

Bid Reference No. \_\_\_\_\_

Contract No. \_\_\_\_\_

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto if any
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. Our bid consisting of Technical Bid and the Price Bid shall be valid for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons



making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_ Initials(i) \_\_\_\_\_ (ii) \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)

(Seal)

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(LETTER OF PRICE BID)

Bid Reference No. \_\_\_\_\_

Contract No:

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

*Signature* \_\_\_\_\_ *Initials* (i) \_\_\_\_\_ (ii)  
\_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of  
\_\_\_\_\_  
(Name of Bidder in Block Capitals)

(Seal)

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Form ELI - 1: Bidder's Information Sheet**

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of JV, legal name of each partner</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Attached are copies of the following original documents.</b>	
<input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above.	
<input type="checkbox"/> 2. Authorization to represent the firm or JV named in above.	
<input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement	

**Form ELI - 2: JV Information Sheet**

Each member of a JV must fill in this form

<b>JV / Specialist Subcontractor Information</b>	
<b>Bidder's legal name</b>	
<b>JV Partner's or Subcontractor's legal name</b>	
<b>JV Partner's or Subcontractor's year of constitution</b>	
<b>JV Partner's or Subcontractor's legal address in country of constitution</b>	
<b>JV Partner's or Subcontractor's authorized representative information</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Attached are copies of the following original documents.</b>	
<input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above.	
<input type="checkbox"/> 2. Authorization to represent the firm named above.	

**Form LIT - Pending Litigation**

Each Bidder or member of a JV must fill in this form

<b>Pending Litigation</b>			
<b>Year</b>	<b>Matter in Dispute</b>	<b>Value of Pending Claim in Pak. Rupees Equivalent</b>	<b>Value of Pending Claim as a Percentage of Net Worth</b>

**Form FIN- 4: Current Contract Commitments / Works in Progress**

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

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

**Form EXP – 1: General Experience**

Each Bidder or member of a JV must fill in this form

<b>General Experience</b>				
<b>Starting Month Year</b>	<b>Ending Month Year</b>	<b>Years</b>	<b>Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder</b>	<b>Role of Bidder</b>



**Form EXP – 2(a): Specific Experience**

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
<b>Contract No of . . . . .</b>	<b>Contract Identification</b>	
<b>Award Date</b>		<b>Completion Date</b>
<b>Role in Contract</b>	<input type="checkbox"/> <b>Contractor</b> <input type="checkbox"/> <b>Management Contractor</b> <input type="checkbox"/> <b>Subcontractor</b>	
<b>Total Contract Amount</b>		
<b>If partner in a JV or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's Name</b> <b>Address</b> <b>Telephone/Fax Number</b> <b>E-mail</b>		
Description of the similarity in accordance with Criteria of Section 3		

**Note:** Attached following Documents:

- BOQ
- Completion Certificate
- Letter of Commencement

**PAST PERFORMANCE, CURRENT COMMITMENT, QUALIFICATION AND EXPERIENCE**

**1) General Construction Experience**

Requirement	Bidder to	Role
Experience under Plantation contracts in the role of contractor, or management contractor in the last 10 years prior to the bid submission deadline.		

**2) Contracts of Similar Size and Nature**

Requirement	Bidder to provide specific	Role
<p>One (01) work having relevant experience in Public Sector &amp; completed in the last Ten (10) years having cost equal 70% of the Engineer's Estimate.</p> <p><i>(Letters of Acceptances/awards and completion certificates are must to be attached).</i></p>		

## Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3 (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

<b>Item of Equipment</b>		
<b>Equipment Information</b>	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
<b>Current Status</b>	Current location	
	Details of current commitments	
<b>Source</b>	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

<b>Owner</b>	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
<b>Agreements</b>	Details of rental / lease / manufacture agreements specific to the project	

**SECTION - V**  
**SCHEDULES TO BID**

**SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact

## **SCHEDULE – A TO BID**

### **PREAMBLE TO SCHEDULE OF PRICES**

#### **1. General**

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

#### **2. Description**

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

#### **3. Units & Abbreviations**

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International unites.

#### **4. Rates and Prices**

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered

by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the execution and performance of contract.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

## **5. Bid Prices**

### **5.1 Break-up of Bid Prices**

The various elements of Bid Prices shall be quoted by the bidder in "Schedule A to bid" after careful examination of scope of works detailed and described in "Schedule B to bid" by the employer.

The bidder shall recognize such elements of the costs which he expects to incur during the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

### **5.2 Total Bid Price**

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

## **6. Provisional Sums**

Nil.

Government of Pakistan  
Ministry of Communications,  
NATIONAL HIGHWAY AUTHORITY



Schedule A to Bid  
**Schedule of price**

Bill of Quantity (BOQ) For

**Contract of watering / Maintenance of existing plants for three (3) years and beating up of mortality at the rate of 25 % of initial plants raised by Parks & Horticulture Authority (PHA) Rawalpindi, From M-1 and M-2 intersection to New International Islamabad Airport (NIIA) gate (5.3 km) approximately.**

Region: **Islamabad**  
Nature of Work: **Maintenance**  
Contract No: **AF-M-1(01)-2020-21**  
Location: **From KM 00 To Km 5+300**  
Route No: **New International Islamabad Airport (NIIA)**  
**(Motorway M-1 Section)**

Estimated Amount: **Rs. 36,208,750/-**

**OFFICE OF THE GENERAL MANAGER  
(MAINTENANCE) (M-1)  
NATIONAL HIGHWAY AUTHORITY NHA,  
BHARAMA JANG BAHTAR**

## Schedule A to Bid

### Schedule of price

#### SUMMARY OF BILL OF QUANTITIES

Contract of watering / Maintenance of existing plants for three (03) years and beating up of mortality at the rate of 25 % of initial plantation raised by Parks Horticulture Authority (PHA) Rawalpindi, from M-1 and M-2 intersection to new International Islamabad Airport (NIIA) gate (5.3 km) approximately.

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate (Rs)</u>	<u>Amount</u>
NSI-01	Beating up of mortality at the rate of 25% of the initial plantation	No	50,000	100	5,000,000/
NSI-02	Irrigation/Watering of plants with water boozer (5,000 Litres) on daily basis all new and round about plantation, including Driver, 01 Helper and diesel etc. complete in all respect for road side plantation along with purchase of water etc.	Vehicle Month	162	170,000/-	27,540,000/-
NSI-03	Mali, Chowkidar for pruning, hoeing, manuring, stacking, refirming of pits, weeding and protection from theft fire and grazing (Responsible for cleaning, cutting of Median & ROW)	Man Month	185	18,750/-	3,468,750/-
NSI-04	Fertilization/Pesticide Spray and unforeseen Hazards (two-time spray and manuring)	Nos.	2	100,000/-	200,000/-
<b>TOTAL AMOUNT RS.</b>					<b>36,208,750/-</b>

#### TOTAL BID AMOUNT IN FIGURES

Rs. \_\_\_\_\_

#### TOTAL BID AMOUNT IN WORDS

(Rupees \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_)  
 \_\_\_\_\_)

M/s \_\_\_\_\_

**Sign & Seal of the Bidder**



**Schedule B to Bid**

**SPECIFIC SCOPE OF WORK**

**SCOPE OF WORK**

<b>ITEM</b>	<b>DESCRIPTION</b>
1.	Maintenance of existing plants like hoeing, manuring, fertilizing, spraying, weeding, watering etc.
2.	Restocking of dead & dying Plants at the rate of 25% of the initial plantation

**Schedule C to Bid**

**Payment Schedule**

Payment will be released on Quartiles Basis (after 03 months) for executed work.

## **SCHEDULE – D TO BID**

### **\*SPECIFIC WORKS DATA**

Documentary evidences of similar work project's (Afforestation) indicating the cost of work and including BOQ's, completion certificates.

# SCHEDULE – E TO BID

## METHOD OF PERFORMING WORKS

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

- Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the Works including all the activities like designing, ordering and procurement of materials, execution of plantation activities and watering arrangement / watering system to be used etc.
- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erection of plants, tools, watering system and vehicles proposed to be used in delivering/carrying out the Works at Site, should not be less than described hereafter:

Water tanker/boozer along with all Accessories.	04 sets
Skilled labor	20
Procurement of safety jacket, cones etc	As per requirement of Highway Safety
Procurement of tools	As per requirement

**SCHEDULE – F TO BID**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]

**SECTION - VI**  
**SPECIAL PROVISION**

**CONTENTS**

<b>Clause No.</b>	<b>Description</b>	
SP 1	Scope of Works	
SP 2	Setting Out	
SP 3	Progress Reports	
SP 4	Progress Meetings	
SP 5	Arrangement of Equipment & Material	
SP 6	No personal Liability of Officials	
SP 7	Priority of Contract Documents	
SP 8	Contract Confidential	
SP 9	Engineer not an Arbitrator	
SP 10	Management of Traffic	
SP 11	Access and Canal Roads	
SP 12	Railway Traffic	
SP 13	Utility Lines	
SP 14	First Aid Facilities	

# **SPECIAL PROVISIONS**

## **SP 1      Scope of Works**

The work consists of watering and maintenance of pants raised by Punjab Highway Authority (PHA) on New Islamabad International Airport (NIIA) from km 00 to Km 5+300 in section of motorway M1.

## **SP 2      Setting Out**

The cost of the setting out which includes provision of all the equipment, instruments, appliances, materials, staff and labor as per drawings approved by the Engineer shall be included in the contract price. Contractor shall be responsible for correctness of the setting out.

## **SP 3      Progress Report**

The contractor shall submit to the Engineer quarterly progress reports in two copies detailing the progress in the execution of work during the reporting period. The contractor shall submit for the Engineer's approval, one week in advance, particulars of the work he proposes to execute in the following four weeks. The submission of the progress reports shall be a condition precedent to the certification of the contractor's monthly bills.

## **SP 4      Progress Meetings**

There may be monthly/Quarter (as and when desire by the engineer) progress meetings at site in the office of Engineer's representative. The site representative of the contractor, his staff would attend these meetings monthly at the place and time intimated each month by the Engineer. The progress of the work and Bottlenecks if any in the progress shall be reviewed in the meeting.

There shall be no compensation for attending such meetings by the contractor or his staff.

## **SP 5      Arrangements for Equipments & Materials**

The contactor shall be responsible for arranging the entire contractor's equipment and materials required for the works including, fuel, sweet/suitable soil, plants, nurseries, manure, water and timely purchase of spares and consumables.

## **SP 6      No Personal Liability of the Official**

In carrying out any of the provisions of these specifications, or in exercising any power of authority granted to them by or within the scope of the contract, there shall be no responsibility upon the employer or his authorized representatives either personally or as officials of the Government, it being understood that in all matters, they act solely as agents and representatives of the Government.

## SP 7 Priority of Contract Document

As stated in Contract Data.

## SP 8 Contracts Confidential

The contractor shall treat the contract and everything in connection therewith as private and confidential. In particular, the contractor shall not publish any information, drawings or photographs concerning the works and shall not use the site for the purpose of advertisement except with the written consent of the Engineer and subject to such conditions as he may prescribe.

## SP 9 Engineer not an Arbitrator

In measuring valuing deciding or certifying, the Engineer is intended to act not as an arbitrator but as any Engineer acts by his skills and from his knowledge of the facts and incidents connected with the contract.

## SP 10 Management of Traffic

The contractor shall conduct his operations so as to offer the least possible obstruction and inconvenience to other contractors engaged in construction works and road users on the motorway in accordance with General Specifications, special provisions and prevailing traffic plan. Unless otherwise directed by the Engineer, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

## SP 11 Access and Canal Roads

If the contractor finds it necessary or elects to use existing canal roads, the contractor shall make all necessary arrangements and obtain all permits from the provincial irrigation department for travel over and use for such canal roads. The contractor shall observe all the rules and regulations of the irrigation department regarding the use of said canal roads. The cost of maintaining all the necessary safety measures and temporary structures and making any necessary repairs, replacements or similar operations and all or any other cost required by reason of his use of such canal roads shall be borne by the contractor and the contractor shall save harmless and indemnify the employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such operation or interface.

## SP 12 Railway Traffic

Where the construction work or operations of the contractor are performed within the limits of the Right-of-Way of the Pakistan Railways, The contractor shall cooperate with the railway administration in order to expedite the work and to avoid interference with the operation of the railway. Before performing any work on his sidings yards or on other transportation facilities adjacent to the existing railways, the contractor shall enter into an agreement with and shall meet all the requirements of the Railway administration within the area of contractor's operation for the



protection of its lines against damages, interference with traffic or service thereon by the operations of the contractor under this contract. The contractor shall not store or place any materials or equipment on the right-of-way of the existing railway in such a manner as to interfere with the operations of trains or the maintenance of the rail bed and track. In advance of any operation which may unavoidably interfere with the operation of the railway, the contractor shall notify the Superintendent of the corresponding Railway Division in order that proper flagging or other protection may be provided. The cost of providing and maintaining all necessary safety measures, watchman, guards, signals and temporary structures or making any necessary repairs replacement or similar operations of furnishing indemnity or other required by this article shall be borne by the contractor and the contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages costs, charges and expenses whatsoever arising out of or in relation to any such operations or interferences.

### **SP 13      Utility Lines**

The contractor shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incident to the protection of and avoidance of interference with power transmission, telegraph, telephone and natural gas lines, oil lines, water lines and sewerage mains and other utilities within the area of his operations in connection with his contract and the cost thereof shall be borne by the contractor and the contractor shall save harmless and indemnify the employer in respect of all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in relation to any such interference.

### **SP 14                      First Aid Facilities**

The first Aid welfare and safety standards to be provided and observed shall be at least equal to those provided by the local legislation.

The contractor shall, within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the works, report such accident to the Engineer's representative to the insurance company and to the competent official authority where required by Law. The contractor shall provide, on the site an adequate and easily accessible first aid outfit or such outfits as may be required by any legislation or by any subsequent amendments thereto. In addition, at least one person permanently on the site shall be instructed in first aid and the person so designated shall be made known to all employees by the posting of his name and designation in a prominent position on the site.

**SECTION-VII**  
**THE PARTICULAR SPECIFICATIONS**

**Particular Specifications**

1. The project shall be jointly inspected by the Employer or his authorized representative and the Contractor or their duly authorized representative to decide the plantation sites. The Employer shall fix and point out the plantation sites to the Contractor.
2. The species given in the **BOQ/ attach list** depending upon the locality and other factor. If any species will fail at site may be changed with the approval of The Engineer.
3. Detail as given in **BOQ/ attach list**.  
The number of seedlings to be replaced should be of the same age and size and of the species dead or dying.
4. The Contractor shall execute the work of planting of seedlings of trees, shrubs at the sites proposed by the Employer.
5. In case of Avenue planting/ replacement, seedlings of tree species will be planted as mentioned in **BOQ**.
6. The Contractor shall maintain the plants for the period of 03 (Three) years from the date of award of the contract to the contractor.
7. A Register of tree planting will be maintained by the Contractor containing the following details.
  - i) Location sketch
  - ii) Species and number of seedlings
  - iii) Source of seedlings
  - iv) Causality replacement
  - v) Period of planting
  - vi) Other details of diseases occurred and treatment given
8. The plantation will be the sole property of the employer at the completion of the contact, contractor will be replaced to hand over to the employer, of such will establish plantation with a survival of 100 at the final count and with proportionate growth according to the locality. The final acceptance criteria shall be decided by the Engineer according to type of plants and locality, tree crop of uniform age/height.
9. The Employer shall render all assistance to the contractor in the various operations carried out by the Second party as well as for protection of the trees planted. The Contractor shall carry out the works in accordance with instructions of Employer / The Engineer.

**Quality of Plants:**

The saplings should be two year containerized plants having minimum height of two feet at collar level. The replacement/re-stocking should be done with same age & same species, determined from the commencement date of the project. All saplings should be typical of their variety and should have normal well developed branches, vigorous roots system. The saplings should be healthy, free of defects, disfiguring knots and abrasion of bark, sun-sealed injuries, plants disease, insects, the borers and any other forms of infections.

### List of Trees and Shrubs (Annexure A)

Name of Species	Local Name	Size / Height	Nature	Condition
Cassia fistulla	Amaltas	6-7 ft	<b>Tree</b>	Large Size Shoper
Arjun	Arjun	6-7 ft	Tree	Large Size Shoper
Agab	Agab	6-7 ft	Tree	Large Size Shoper
Stercullia	Stercullia	6-7 ft	Tree	Large Size Shoper
Sliver Oak	Sliver Oak	6-7 ft	Tree	Large Size Shoper
Gul e Nashter	Gul e Nashter	6-7 ft	Tree	Large Size Shoper
Jaman	Jaman	6-7 ft	Tree	Large Size Shoper
Shok (Seedha)	Shok (Seedha)	6-7 ft	Tree	Large Size Shoper
Terminilia arjona	Terminilia	6-7 ft	Tree	Large Size Shoper
Pilkan	Pilkan	6-7 ft	Tree	Large Size Shoper
Jakranda	Jakranda	6-7 ft	Tree	Large Size Shoper
Sirrus (White)	Shiree	6-7 ft	Tree	Large Size Shoper
Sukh chain	Sukh	6-7 ft	Tree	Large Size Shoper
Alstonia	Alst	6-7 ft	Tree	Large Size Shoper
Ficus Queen	Queen	6-7 ft	Tree	Large Size Shoper
Ficus Amestal	Ficus king	6-8 ft	Tree	Large Size Shoper
Chir Pine	Chir	5-6ft	Tree	Large Size Shoper
Botell Brush	Botel Brush	6-8 ft	Tree	Large Size Shoper
Terminellia	Terminellia	6-8 ft	Tree	Large Size Shoper
<b>Kanir</b>	<b>Kanir</b>	<b>3-4 ft</b>	<b>Shrub</b>	Large Size Shoper
Marwa	Marwa	3-4 ft	Shrub	Large Size Shoper
Laltana	Laltana	3-4 ft	Shrub	Large Size Shoper
Bogainvella (All colours)	Boga	3-4 ft	Shrub	Large Size Shoper
Habiscus	Habiscus	3-4 ft	Shrub	Large Size Shoper
Largestonia	Largestonia	3-4 ft	Shrub	Large Size Shoper
Chinaroase	Chinaroase	3-4 ft	Shrub	Large Size Shoper
Malalooka	Malalooka	4-6 ft	Shrub	Large Size Shoper
Cassia Galaca	Cassia	3-4 ft	Shrub	Large Size Shoper
Jasmenum star	Jasmenum star	3-4 ft	Shrub	Large Size Shoper
Caliendra	Caliendra	3-4 ft	Shrub	Large Size Shoper
Harsenghar	Harsenghar	3-4 ft	Shrub	Large Size Shoper
Jatrofa	Jatrofa	3-4 ft	Shrub	Large Size Shoper
Ficus (Dark Green, Yellow)	Ficus	3-4 ft	Shrub	Large Size Shoper
Ficus Move	Ficus	3-4 ft	Shrub	Large Size Shoper

## PLANTING PROCEDURE

Following the planting and maintenance operations should be written approved by the site in charge prior to next operations and will become the part of each IPC with site photographs.

1. Removal of unwanted growth and disposal
2. Digging of pits
3. Planting stock (before and after hardening/shifting at site)
4. Planting
5. Backfilling with mixture of sweet soil and farm yard manure etc.
6. Application of chemicals to control salt, spray for insects/diseases.
7. Water boozer, irrigation system, site staff, nursery, tools etc.

## **SECTION-VIII CONDITIONS OF CONTRACT AND CONTRACT DATA**

## **CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

##### **The Contract**

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 “Party” means either the Employer or the Contractor.

##### **Dates, Times and Periods**

1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 “Day” means a calendar day

1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### **Money and Payments**

1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

## **Other Definitions**

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 ‘Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 ‘Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## **1.2 Interpretation**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

## **1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

## **1.4 Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

## **1.5 Communications**

All Communications related to the Contract shall be in English language.

## **1.6 Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

## **2. THE EMPLOYER**

### **2.1 Provision of Site**

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

### **2.2 Permits etc.**

The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

### **2.3 Engineer's/Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

### **2.4 Approvals**

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

## **3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

### **3.1 Authorized Person**

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

### **3.2 Engineer's/Employer's Representative**

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

## **4. THE CONTRACTOR**

### **4.1 General Obligations**

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

#### **4.2 Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

#### **4.3 Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

#### **4.4 Performance Security**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having atleast AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

### **5. DESIGN BY CONTRACTOR**

#### **5.1 Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

#### **5.2 Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.



## **6. EMPLOYER'S RISKS**

### **6.1 The Employer's Risks**

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, 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 of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

## **7. TIME FOR COMPLETION**

### **7.1 Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

### **7.2 Program**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a program for the Works in the form stated in the Contract

Data.

### 7.3 **Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and

the Employer shall extend the Time for Completion as determined.

### 7.4 **Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

## 8. **TAKING-OVER**

### 8.1 **Completion**

The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

### 8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## 9. **REMEDYING DEFECTS**

### 9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all

obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

## **9.2 Uncovering and Testing**

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## **10. VARIATIONS AND CLAIMS**

### **10.1 Right to Vary**

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### **10.2 Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### **10.3 Early Warning**

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation,

the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

#### 10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

#### 10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemised make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

### 11. **CONTRACT PRICE AND PAYMENT**

#### 11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

#### (b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

#### 11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

### **11.3 Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

### **11.4 Retention**

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

### **11.5 Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

### **11.6 Currency**

Payment shall be in the currency stated in the Contract Data.

## **12. DEFAULT**

### **12.1 Defaults 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 fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

## 12.2 **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 fourteen (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 twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

## 12.3 **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 instructs in the notice is to be used for the completion of the Works.

## 12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

## 13. **RISKS AND RESPONSIBILITIES**

### 13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

## **13.2 Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

## **14. INSURANCE**

### **14.1 Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

### **14.2 Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

## **15. RESOLUTION OF DISPUTES**

### **15.1 Engineer's Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

### **15.2 Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

### **15.3 Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

## **16 INTEGRITY PACT**

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

(b) terminate the Contract; and



(b) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

## CONTRACT DATA

### Sub-Clauses of

#### Conditions of Contract

- 1.1.3 Employer's Drawings, if any  
(Nil)
- 1.1.4 **The Employer** means  
The Chairman, National Highway Authority Islamabad
- 1.1.5 **The Contractor** means  
The successful bidder with whom the Employer has sign the Contract.
- 1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
- 1.1.9 **Time for Completion** 3 x 365 days  
(a) Three (03) years for Maintenance with 25% beating up failure of initial Plantation raised by (PHA) Parks and Horticulture Authority Rawalpindi
- 1.1.20 **Engineer**  
To be notified.
- 1.3 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
  - (b) Letter of Acceptance
  - (c) Addendum if any,
  - (d) The completed Form of Bid
  - (e) Schedule of Price and schedule of Bids
  - (f) Special Provision
  - (g) The Particular Specifications
  - (h) Contract Data
  - (i) Condition of Contract
  - (j) NHA General Specifications.
  - (k) Any Other Documents
- 2.1 **Provision of Site:** On the Commencement Date
- 3.1 **Authorized Person:** To be notified.
- 3.2 **Name and address of Engineer's/Employer's representative**  
To be notified.
- 4.4 **Performance Security:**  
(10% Bank Guarantee & 30% Insurance Bond AA Rating  
Validity three (03)Years and three (03) months
- 4.5 **Defect Liability Period**  
365 days

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's: **Not Applicable**

7.2 **Program:**

**Time for submission:**

Within fourteen (14) days of the Commencement Date, along with layout plan detailing the species. Contractor is obliged to submit a detailed number of labours employed at various reaches with respective dates for maintenance period along with this working schedule for proper monitoring by the Engineer/Employer representative.

This shall be updated on monthly basis along with reason the delayed activities and reminder memorandum required to meet the target.

**Form of Program:** Bar Chart & CPM

7.4 Amount payable due to failure to complete shall be 0.05% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (applicable for plantation period only i.e. one year from the date of commencement.)

11.1 The clause is deleted in its entirety and replaced with the following clause:

(a) **Measurement and Payments of Executed Works**

First year (Plantation period) a Joint measurement by the contractor and Employer must be carried out on quarterly basis or as requested by the contractor in writing and if agreed by the Employer only those plants will be counted for measurement and payment purpose which are listed in table of specified species any plant other than specified list will not be considered for counting and payment if available at site. Such plants will be considered self grown and out of scope of the work. The damaged and dead plants will be replaced with same age & height of the plant by the contractor without additional cost to the Employer.

The payment will be made as per schedule of payments for the number of plants planted by the contractor.

In case of any disagreement on number of plants the figure of Employer's representative will be considered final.

The counting of plants will not be considered after two years from the commencement date of the contract and the number of plants counted up to the two year from commencement date will be considered final.

The monitoring and inspection of maintenance activates will be carried out by the Employer representative regularly but not more than a gap of 3 months and any defects found will be informed in writing to the contractor .

In case of failure to rectify the defects and flaws in the maintenance work within two week by the contractor a deduction in the charge rate on prorata basis will be applied for the period for which that plant were not maintained

Payment will be made only for that portion of works which are certified by the Employer's representative during currency of contract.

**(b) Financial Assistance to Contractor**

Financial assistance shall be made available to Contractor by the Employer in the following form.

**Mobilization Advance:**  
**N/A.**

11.2 The clause is deleted in it's entirely and replaced with the following clause. The payment will be made for the executed works as approved by the Engineer's/Employer in accordance with clause 11.1(a) of Contract Data.

**11.3 Percentage of retention:**

Five percent (5%) from each payment, certificate and retention money will be released after three (03) months on the expiry of 3<sup>rd</sup> year maintenance period.

11.6 **Currency of payment:** Pak. Rupees

**14.1 Insurances:**

**(a)** Type of cover

The Works

**(b) Amount of cover**

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

**(c) Type of cover**

Contractor's Equipment:

**(d) Amount of cover**

Full replacement cost

**(e) Type of cover**

(i) Third Party-injury to persons and damage to property:

Rs. 500,000/- per occurrence with number of occurrence is unlimited.

(ii) Workers:

Rs. 500,000/- per occurrence with number of occurrence is unlimited.

**14.2 Amount to be recovered**

Premium plus: 2 percent of the premium

Add following at the end of sub clause 15.1

15.1 The Engineer shall require prior approval of Employer while certifying any additional price or claim of the contractor.

**15.3 Arbitration**

Place of Arbitration: Islamabad

Add the following clauses:

**17 Interest on Unpaid Sum:**

If the Employer fails to make payments of approved work within the time for payment as stated in the sub clause No. 11.3. Contractor is entitled for interest on the unpaid sum of the rate of six (06) % per annum.

**18 Price Adjustment**

The Employer representative with approval of respective General Manager will notify the Base price for Labour and fuel within one month of commencement date of the works.

- The amount payable to the contractor shall be adjusted for rises or falls in the cost of labor and fuel incorporated in the works, by addition or deduction of the amounts determined by the formula prescribed in this sub clause. To the extent that full compensation for any rise or fall in cost is not covered by the provisions of this or other clauses. The Accepted contract amount shall be deemed to have included to cover the contingency of other rises and falls in costs.
- The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates shall be determined from the formulae. No Adjustment is to be applied to work valued on the basis of current prices. The formulae shall be of the following general type:

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

where

$P_n$  is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period  $n$ , this period being a month unless otherwise stated in the Contract Data:

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

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

“ $L_n$ ” & “ $E_n$ ”, . . . are the current cost indices or reference prices for period “ $n$ ” expressed in the relevant tabulated cost element on the date

28 days prior to the last day of the period (to which the particular Payment Certificate relates); and

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

19 **Provisional Sum Items:**

NA

20. **Possession of Site**

The plantation site, where plantation is undertaken by the Parks Horticulture Authority (PHA), Rawalpindi will be handed over to the contractor by the Employer Representative/The Engineer, after jointly counting with verified list of plants for future maintenance and further 25 % beating up failure of initial plantation if required.

**Section- IX**  
**STANDARD FORMS**

**BID SECURITY**  
**(Bank Guarantee)**

Security Executed on

\_\_\_\_\_  
(Date)

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

Name of Principal (Bidder) with Address

Penal Sum of Security Rupees . \_\_\_\_\_ (Rs. \_\_\_\_\_)

Bid Reference No. \_\_\_\_\_

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

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

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

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

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



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

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

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

SURETY (Bank)

WITNESS:

Signature \_\_\_\_\_

1. \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. \_\_\_\_\_  
\_\_\_\_\_

Name, Title & Address

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

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_

(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

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

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

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

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

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

	_____ Guarantor (Bank)
Witness:	
1. _____	Signature _____
_____	Name _____
Corporate Secretary (Seal)	Title _____
2. _____	
_____	_____
Name, Title & Address	Corporate Guarantor (Seal)

**FORM OF CONTRACT AGREEMENT**

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

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

NOW this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Particular Conditions of Contract – Part II;
  - (f) The General Conditions – Part I;
  - (g) The priced Bill of Quantities (Appendix-D to Bid);
  - (h) The completed Appendices to Bid (B, C, E to L);
  - (i) The Drawings;
  - (j) The Specifications.
  - (k) \_\_\_\_\_ (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

\_\_\_\_\_

(Seal)

Signature of Employer

\_\_\_\_\_

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

(Name, Title and Address)

Witness:

\_\_\_\_\_

(Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE/BOND**

Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter called the 'Employer') has entered into a Contract for \_\_\_\_\_

(Particulars of Contract)

with \_\_\_\_\_ (hereinafter called the "Contractor").

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

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

AND WHEREAS, \_\_\_\_\_  
(Scheduled Bank in Pakistan or Insurance Company acceptable to the Employer)  
(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

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

(Date)

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

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

GUARANTOR

1. Signature \_\_\_\_\_
2. Name \_\_\_\_\_
3. Title \_\_\_\_\_

WITNESS

1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_  
(Name Title & Address)

\_\_\_\_\_  
Corporate Guarantor(Seal)