



Punjab Local Government & Community Development Department



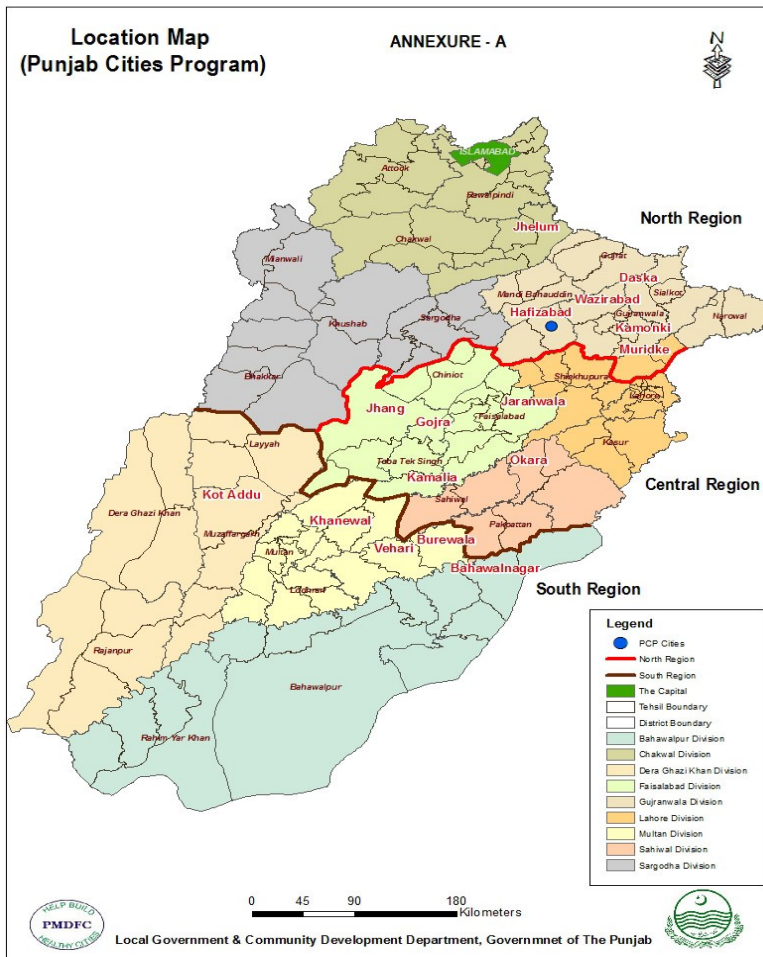
PUNJAB CITIES PROGRAM (PCP)

Conditions of Contract (COC)

VOLUME - I

for

Improvement of Bijli Mohalla Road in Hafizabad City



December, 2022

Lead Member:



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INVITATION FOR BIDS



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The Municipal Committee Hafizabad invites sealed bids from eligible bidders who can prove their eligibility and qualification as mentioned in the Bidding Documents for the works and have not been Black Listed by any Government agency/ department/ organization/ donor etc. The Bidding is open to all Eligible Bidders. Bidding process of aforementioned works shall be carried out in accordance with Punjab PPRA Rules 2014 and revised procedures thereon.

Basic Eligibility: The Employer invites sealed bids under PPRA Rule 38/2(a) **Single Stage-Two Envelope (SSTE)** bidding procedure from eligible Constructor/firms or persons licensed by the Pakistan Engineering Council in category C-5 and above.

Bidding/Tender documents issuance: Bidder may obtain immediately the bidding documents from the address mentioned below during office working hours upon payment of an amount of Rs. 10,000/- (Non-refundable) in cash till one day before the opening date of the bids specified herein during office hours. Bid must be accompanied with **2% of the Estimated Cost of Rs 50.337 Million** for “Improvement of Bijli Mohalla Road in Hafizabad City”, as Bid Security (Rs. 1,006,740/-) in shape of CDR/Bank Draft/Pay Order in the name of the undersigned from a Scheduled Bank of Pakistan and must be attached with **Technical Bid**. If the Bid Security is not found attached with the Technical bid or amount of bid security is less than given amount, the bid will not be considered for evaluation and will be rejected straight forwardly.

Dead line of submission: The complete bids in sealed envelope clearly marked with Project Title & Type of Proposal, prepared in accordance with the instructions contained in the bidding documents must be delivered by hand at the address mentioned below on **14-01-2023** up to **2:30 PM**.

Opening of bids: The Technical Proposal and Financial Proposal will be enveloped separately by marking in bold and legible letters to avoid confusion and both are then placed in a single envelope.

Technical bids will be opened on the same day i.e. **14-01-2023 at 03:00 PM** in the office of Municipal Officer Infrastructure, Municipal Committee Hafizabad by the Procurement Committee in the presence of Bidders or their Authorized Representatives who choose to attend as specified in the bidding document. The Financial proposal of technical qualified bidders will be opened subsequently.

Bid validity period: Ninety (90) days

Place of issuance of bids: Office of Municipal Officer Infrastructure, Municipal Committee Hafizabad. Cell No. 0300-4209118, Phone No. 0547-540208 Email: mchfd2017@gmail.com. The last date of issuance of bidding documents is **13-12-2023** till office hours.

Terms and conditions: Terms & Conditions are mentioned (incorporated) in detail in Bidding Documents. The bidders providing unsubstantiated and / or incorrect information will be liable to disqualification.

Financial Bids are required to be submitted on **item rate basis** (not on the basis of MRS with percentage premium) and the rates and amounts must be filled by the bidder for each item in the Bill of Quantities and quote the total price.

If the bid amount of successful bidder is seriously unbalance in relation to the Detailed Estimate, the bidder shall have to furnish additional Performance Security equal to the difference of Estimated Cost and the total bid amount in the shape of Bank Guarantee duly issued by any Scheduled Bank of Pakistan as per satisfaction of the Employer besides furnishing detailed price analysis to demonstrate internal consistency of his rates as per Clause IB.28.4 of bidding document.

The pre bid meeting with bidders and their authorize representatives will be held on 07-01-2023 at 2:00 PM in the office of Chief Officer, Municipal Committee Hafizabad to clarify the issues and to answer any questions on matters related to bid documents.

Rejection of Bids: The competent authority reserves the right to reject all bids as per Punjab procurement Regulatory Authority (PPRA) Rules 2014.

Chief Officer

Municipal Committee Hafizabad

Administrator

Municipal Committee Hafizabad

INSTRUCTIONS TO BIDDERS



TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

- A. General**
 - IB.1 Scope of Bid
 - IB.2 Source of Funds
 - IB.3 Eligible Bidders
 - IB.4 One Bid Per Bidder
 - IB.5 Cost of Bidding
 - IB.6 Site Visit
- B. Bidding Documents**
 - IB.7 Contents of Bidding Documents
 - IB.8 Clarification of Bidding Documents
 - IB.9 Amendment of Bidding Documents
- C. Preparation of Bids**
 - IB.10. Language of Bid
 - IB.11 Documents Accompanying the Bid
 - IB.12 Bid Prices
 - IB.13 Currencies of Bid and Payment
 - IB.14 Bid Validity
 - IB.15 Bid Security
 - IB.16 Alternate Proposals by Bidder
 - IB.17 Pre-Bid Meeting
 - IB.18 Format and Signing of Bid
- D. Submission of Bids**
 - IB.19 Sealing and Marking of Bids
 - IB.20 Deadline for Submission of Bids
 - IB.21 Late Bids
 - IB.22 Modification, Substitution and Withdrawal of Bids
- E. Bid Opening and Evaluation**
 - IB.23 Bid Opening
 - IB.24 Process to be Confidential
 - IB.25 Clarification of Bids
 - IB.26 Examination of Bids and Determination of Responsiveness
 - IB.27 Correction of Errors
 - IB.28 Evaluation and Comparison of Bids
- F. Award of Contract**
 - IB.29 Award
 - IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids
 - IB.31 Notification of Award
 - IB.32 Performance Security
 - IB.33 Signing of Contract Agreement
 - IB.34 General Performance of the Bidders
 - IB.35 Integrity Pact
 - IB.36 Instructions Not Part of Contract



INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

The Client “Chief Officer MC Hafizabad” intends for improvement of Bijli Mohalla Road in Hafizabad city.

Identification and number of Contract is: _____

IB.2 Source of Funds

2.1 The Source of fund is mentioned in bidding data.

IB.3 Eligible Bidders

3.1 This Invitation to Bid is open to all Bidders meeting the following requirements:

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the category C-5 & above. In case of Joint Venture, Lead member and JV Member(s) must be registered with PEC having minimum category C-5 and above. No foreign Firm(s) is allowed to participate whether as Single entity or Lead member of JV or JV member.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

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

6.2 The Bidders and any of their personnel or agents would be free to visit site for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BID DOCUMENTS

IB.7 Documents Comprising the Bid

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

1. Instructions to Bidders.
2. Bidding Data Sheet.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. Specifications – Technical Provisions.
7. Form of Bid & Appendices to Bid.
8. Bill of Quantities (Appendix-D to Bid).
9. Form of Bid Security.
10. Form of Contract Agreement.
11. Forms of Performance Security and Mobilization Advance Guarantee and Form of Indemnity Bond for Secured Advance
12. Drawings.
13. Environment & Social Management Plan (ESMP).

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

IB.8 Clarification of Bid Documents

8.1 Any prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 7 days prior to the deadline for submission of bids.

IB.9 Amendment of Bid Documents

9.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents by issuing addendum.

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

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

C. PREPARATION OF BIDS

IB.10 Language

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

IB.11 Documents Accompanying the Bid

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 A& B
- 11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement 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. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements: -
- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance.
 - (b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
 - (c) The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
 - (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer
- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

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

- 12.2 The Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of Bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.

IB.13 Currencies of Bid and Payment

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

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data Sheet after the Date of Bid Opening specified in sub-clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each Bidder shall furnish, as part of his Bid, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any Bid not accompanied by an acceptable Bid Security/Earnest money shall be rejected by the Employer as non-responsive.
- 15.4 The Bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid except as provided in IB 22.1;
 - (b) If the Bidder does not accept the correction of his Bid Price pursuant to IB 27.2 hereof; or
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security, or
 - (ii) Sign the Agreement.

- (iii) Furnish the required JV agreement within 7-days of the receipt of letter of acceptance.

15.7 Bidder can apply for the Contract supported with Bid security specified in bidding data.

IB.16 Alternate Proposals by Bidder

16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Letter of Price Bid shall be that which represents complete compliance with the Bidding Documents. The technical details and financial implication involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.

16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

17.1 The Employer may, on his own motion or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bid Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data Sheet. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

17.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than one week before the proposed pre-bid meeting.

17.3 Minutes of the pre-bid meeting in shape of response to queries or suggestions of the bidders, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bid documents. Any modification of the Bid documents listed in IB 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.18 Format and Signing of Bid

18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bid Documents.

18.2 All appendices to Bid are to be properly completed and signed.

18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the Bid may be rejected.

- 18.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the Bid as described in Clause IB.7 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE PROCEDURE

IB.19 Sealing and Marking of Bids

- 19.1 Each Bidder shall submit his Bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
 - (c) The technical bid should comprise of documents listed in IB11.1 (A) & the price bid should comprise of documents listed in IB 11.1 (B) which shall be placed in separate envelopes in accordance with IB 11.1.
- 19.2 The inner and outer envelopes shall;
- (a) Be addressed to the Employer at the address provided in the Bidding Data Sheet.
 - (b) Bear the name and identification number of the contract as defined in the Bidding Data Sheet, and;
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data Sheet.
- 19.3 In addition to the identification required in IB 19.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data Sheet
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the Bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid package.
- (d) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1 (a) Any Bid received by the Employer after the deadline for submission of Bids prescribed in Clause IB.20 will be returned unopened to such Bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification and Withdrawal of Bids

- 22.1 Any Bidder may modify or withdraw his Bid after Bid submission provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of Bidders.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No Bid may be modified by a Bidder after the deadline for submission of Bids except in accordance with IB 22.1 and 27.2.

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

E. BID OPENING AND EVALUATION SINGLE STAGE TWO ENVELOPE PROCEDURE

IB.23 Bid Opening

- 23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders` designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 23.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution 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 .23.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening
- 23.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or 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, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders” representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) The name of the Bidder;
 - (b) Whether there is a modification or substitution;
 - (c) The presence of a Bid Security, if required; and
 - (d) Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB21.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation

- 23.6 (a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further evaluation.
- (b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted
- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the 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.
- 23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.
- 23.10 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publicly in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 23.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) The name of the Bidder;
 - (b) Whether there is a modification or substitution;
 - (c) The Bid Prices, including any discounts and alternative offers; and
 - (d) Any other details as the Employer may consider appropriate.

Only Price Bids and discounts, 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.

IB.24 Process to be Confidential

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



bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than ten (10) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause IB.28.
- 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected

IB.26 Examination of Bids and Determination of Responsiveness

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

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

27.2 The amount stated in the Letter of Price Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with IB 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.

28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:-

- (a) Making any correction for errors pursuant to Clause IB.27
- (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work.
- (c) Making an appropriate adjustment for any other acceptable variation or deviation.

28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

28.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in IB.32 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB 29.2.

29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in Bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

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

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

IB.31 Notification of Award

31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).

31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.

31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.

31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data Sheet and the Conditions of Contract within a period of 14days after the receipt of Letter of Acceptance.

32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Agreement

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

IB.34 General Performance of the Bidders

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

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

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.



BIDDING DATA SHEET



BIDDING DATA SHEET

The following specific data for the Works shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instruction to Bidders

Clause Reference

Clause IB-1:

Sub-Clause: 1.1 Name and address of the Employer

Chief Office,

Municipal Committee Hafizabad -Pakistan

Mobile: +92 300-4209118

Phone: +92 547-540208

E-mail: mchfd2017@gmail.com

Contract No. _____

Summary of Works

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

- Rehabilitation of existing roads.
 - Pavement marking
 - Rehabilitation of existing drainage system.
 - Construction of new drainage system if needed.
 - Aesthetic improvement of chowk
 - Provision of cross roads and street lights.
- External Electrical Works

Clause IB-2: Source of Funds

Sub-Clause 2.1

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

Clause IB-10: Language of Bid

Sub-Clause 10.1

English

Clause IB-11: Documents Accompanying the Bid

Sub-Clause 11.1:

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

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

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

- | | |
|--|------------|
| (o) Letter of Price Bid | |
| (p) Bid Security | |
| (q) Bill of Quantities | Appendix-D |
| (r) Estimate Progress Payment | Appendix-J |
| (s) Possession of site handing/taking over | Annexure-A |
| (t) Delegation of Powers | Annexure-B |

Clause IB-13: Currency of Bid and Payment:

Sub-Clause 13.1

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

Clause IB-14 Bid Validity:

Sub-Clause 14.1 Period of Bid Validity

Ninety (90) Days

Clause IB-15 Bid Security

2% of the Estimated Cost of Rs 50.337 Million i.e. (Rs. 1,006,740/-)

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

Clause IB-16 Alternate Proposals by Bidders

NOT APPLICABLE

Clause IB-17 Pre-Bid Meeting

The pre bid meeting with bidders and their authorize representatives will be held on 07-01-2023 at 2:00 PM in the office of Chief Officer, Municipal Committee Hafizabad to clarify the issues and to answer any questions on matters related to bid documents.

Clause IB-18 Format and Signing of Bid

Sub-Clause 18.4 Format and Signing of Bid

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

Clause IB-19 Sealing and Making of Bid

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

Municipal Officer Infrastructure, Municipal Committee Hafizabad

Mobile: +92 300-4209118

Phone: +92 547-540208

E-mail: mchfd2017@gmail.com

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

Contract No. _____

Clause IB-20 Deadline for submission of Bid:

Sub-Clause 20.1 (a)

Venue: Municipal Officer Infrastructure, Municipal Committee Hafizabad

Time: 2:30 PM,

Date: January 14, 2023

Clause IB-23 Bid Opening:

Sub-Clause 23.1 (a) Venue, Time and Date of Bid Opening

Venue: Municipal Officer Infrastructure, Municipal Committee Hafizabad

Time: 03:00 PM

Date: January 14, 2023

Clause IB-32 Performance Security:

Sub-Clause 32.1

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

The Performance Security shall be 10% of **Contract Amount** mentioned in the Letter of Acceptance on the prescribed form [PS-1] in shape of Bank Guarantee from any Scheduled Bank in Pakistan in favor of the Employer.

General Directions No.(26)A issued by the Governor of Punjab vide letter No.RO(TECH)FD 1-2/2017 dated 16th November, 2022 states that:

“In case the total tendered amount is equal to or less than 5% of the approved estimate (DNIT) amount, the lowest bidder will have to deposit quality assurance security from the Scheduled Bank equal to the amount of difference between approved DNIT amount and the quoted bid amount as



given below, within 15 days of issuance of notice or with in expiry period of bid, whichever is earlier:

Total Tendered Amount Below Estimated Cost	Corresponding	Quality Assurance Security
	5%	5%
	6%	6%
	7%	7%
	8%	8%
	9%	9%
	10% and so on.....	10% and so on.....

Clause IB-36 Instructions not part of Contract:

Fraud and Corrupt Practices:

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

- a) Defines, for the purposes of this provision, the terms set forth below are defined as follows:
- “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
 - “Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation
 - “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - obstructive practice” means (a) deliberately destroying· falsifying· altering· or concealing of evidence material to an investigation by the Employer; making false statements to investigators in order to materially impede an investigation by the Employer; (c) failing to comply with requests to provide information· documents· or records in connection with an office of Anticorruption investigation; (d) threatening· harassing· or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding the Employer’s contractual rights of audit or access to information
 - “Integrity violation” is any act which violates the Government's Anticorruption Policy· including (i) to (v) above and the following: abuse, conflict of interest· violations of the Government sanctions, retaliation against whistleblowers or witnesses· and other violations of the Government’s Anticorruption Policy including failure to adhere to the highest ethical standard.

- b) will reject any Bid/proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- c) will cancel the contract if it determines at any time that its representatives or those of the Bidder were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the selection process or the execution of the Contract; and
- d) will sanction bidders or its successor including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Pakistan if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing Contract
- e) Will have the right to require that consultants permit the Government or its appointed agent to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the government.



FORM OF BID AND APPENDICES TO BID



Letter of Technical Bid

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

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
(b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
(c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
(e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).
(f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address

Letter of Price Bid

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:

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

- (d) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address.....



SPECIAL STIPULATIONS

Clause

Conditions of Contract

1.	Amount of Performance Security	10.1	The Performance Security shall be 10% of Contract Amount mentioned in the Letter of Acceptance on the prescribed form [PS-1] in the shape of Bank Guarantee from any Scheduled Bank in Pakistan in favor of the Employer.
2.	Time for Furnishing Work Progame	14.1	Within 14 days from the date of receipt of Letter of Acceptance.
3.	Minimum amount of ThirdParty Insurance	23.2	The amount of insurance taken out by the Contractor per occurrence with number of occurrences unlimited shall be as follows: a. Bodily injury (any one person) PKR 0.5 (Half) Million (Max) b. Fatal Case (any one person) PKR 01 (one) million (Minimum) c. Property Damages Depending upon nature of loss (100% of the Damage)
4.	Time for Commencement	41.1	It will be from date of signing of Contract Agreement.
5.	Time for Completion	43.1, 48.2	04 Months from the date of Commencement of the Project.
6.	a) Amount of Liquidated Damages	47.1	0.1 % of the Contract Price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of Bonus for early completion	47.3	Not Applicable
8.	Defects Liability Period	49.1	365 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	05% of the amount of Interim Payment Certificate.
10	Limit of Retention Money	60.2	05% of Contract Price stated in the Letter of Acceptance.
11	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	PKR. Five Million (05 Million) except last two bills
12	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	30 days
13	Compensation for delayed payment	60.10	0.05% per day to maximum 1% of delayed payment in case delay in payment not justified.
14	List of material	60.11 60.1(c)	NOT USED
15	Mobilization Advance (Interest Free)	60.12	Not Applicable

16	Environment, Health & Safety	34.5	Contractor will be bound to comply with the mitigation measures provided in the attached Environment and Social Management Plan (ESMP) and contractor shall ensure the compliance of Environment, Health and Safety SOPs for labor/workers failing which up to 1 % (One percent) of contractual amount will be forfeited upon Engineer's report from Final Payment Certificate (FPC).
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Appendix-A1 to Bid

NAME OF ELIGIBLE COUNTRIES

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

B-1
Appendix-B to Bid

FOREIGN CURRENCY REQUIREMENTS

NOT APPLICABLE



**PRICE ADJUSTMENT UNDER CLAUSE 70
OF CONDITIONS OF CONTRACT**

A. Weightages or coefficients are used for price adjustment.

The source of indices and the weightages or co-efficients for price adjustment formula shall be as follows:

Cost Element	Description				
I					
(i)	Fixed				
(ii)					Finance notifications Finance Division, Govt. of Punjab
(iii)				“	“
(iv)	St	0.15	“	“	“
(v)	High (HSL)	0.07	“	“	“
(vi)	Stone Metal Aggregate	0.07	“	“	“
(vii)	Bricks	0.08			
	Total	1.00			

Notes:

- Indices for “(ii)” to “(vi)” are taken from the monthly input rates notifications issued by Finance Division, Govt. of the Punjab. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying of the billing month.
- Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

BILL OF QUANTITIES**A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract (in case of item not mentioned in Bill of Quantities).
3. The rates and prices entered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the contract include all costs of contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as on the date 14 days prior to dead line for submission of Bids in case of ICB/NCB respectively, shall be included in the rates and prices and the total bid price submitted by the bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and shall not be paid separately.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-clause 13.5 of Part I, General Conditions of Contract.
8. Contractor will submit his submittal to Engineer/Employer in case of Non-scheduled items for approval prior to booking to supplier/manufacturer before undertaking the item into execution. Submittal proposed from contractor must comprise minimum three proposed manufacturers to be submitted to Engineer for approval purposes. It will be discretion of Engineer to recommend for approval one of them or as contractor for other than those manufacturers proposed in shape of submittal by contractor for someone else on equivalency basis.

9. The contractor will also provide the submittals of imported items as stated above. Pre-shipment inspection of the selected manufacturer's equipment will be carried out as per G.C.C 37.2 & P.CC 14.1 by the engineer/employer. Contractor must submit Bill of lading of such imported equipment prior to transport to site.

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



BILL OF QUANTITIES

SUMMARY
ABSTRACT OF TENDER PRICE

Sr. No.	Description	Amount (Rs.)
1	ROAD WORKS	
2	DRAINAGE SYSTEM	
3	ELECTRICAL WORKS	
4	ENVIRONMENTAL MITIGATION COST	
	Total Amount (Rs.)	
	Add PRA Charges @ 5%	
	Total Amount. Rs.	
	Amount in Words:	

Note: All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-Clauses 52.4 and 58.2 of the General Conditions Part-1.

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid his Construction Schedule in the Bar Chart form showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed program for completion of the whole of the Works and parts of the works may meet Employer’s completion targets in days noted below and counted from the date of issue of Engineer’s Notice to Commence (Bidder to attach sheets as required for the specified form of Construction Schedule):

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



METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization at site of works, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for Storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.
4. Quality control/ Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

G-1
Appendix-G to Bid

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

LIST OF MAJOR EQUIPMENT

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

CONSTRUCTION CAMPS AND HOUSING FACILITIES

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

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

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

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

I-1
Appendix-I to Tender

LIST OF SUBCONTRACTORS

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

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

Part of Works (Give Details)	Sub-Contractor (With Complete Address)
1	2



ESTIMATED PROGRESS PAYMENTS

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

Month	Amounts (Million Rs.)
1	2
1st	
2 nd	
3 rd	
4 th	
5 th	
6 th	
Bid Price	

ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR



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

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

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten 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 from GoP.

Name of Employer:.....

Name of Contractor:.....

Signature:.....

Signature:



Eligibility Criteria

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

- i. Pakistani/Local Constructor/Firm only having Registration with Pakistan Engineering Council (PEC) in the category C-5 & above. In case of Joint Venture, both Lead member and JV Member(s) must be registered with PEC having category C-5 and above. Foreign firms are not allowed to participate whether as Single entity, Lead member of JV or JV member.
- ii. Valid legal entity of the firm e.g. Certificate of registration from SECP or registrar of firms etc.
- iii. Certificate of registration with active Income Tax & Sales Tax under Relevant Authority.
- iv. Affidavit on Non-Judicial Stamp paper for No litigation OR submission of Litigation History of last 10 years. Litigation amount shall not be more than 50% of Net worth of the bidder of last 3 years whether in Lead member or associated JV member. Net worth amount will be taken into consideration in Evaluation after deduction of litigation amount. Bidder must meet the requirement of Average annual turnover after fulfilling the litigation history requirement as stated above.
- v. Affidavit declaring “Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been black listed/ defaulted by any government agency/department/organization or settled dispute in plea bargain or Volunteer recovery”. MC’s are required to check and maintain the record of verification of the blacklisting status from the PPRA website and also from the World Bank debarred/blacklisting list.
- vi. Provide separate undertaking that the information supplied by the firm is correct. (Form T-17)

Note: In case of Joint venture, all the members have to meet in full the aforementioned basic Eligibility Criteria.

Qualification Criteria

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

Sr.No.	Category	Weightage/Marks
1.	Financial Soundness	30
2.	General & Relevant Experience	45
3.	Personnel Capabilities	20
4.	Equipment Capabilities	05
	Total:	100

Qualification shall be decided on the basis of Pass/Fail basis. The Bidder must secure **minimum 75%** overall marks.

SUB CATEGORY A: FINANCIAL SOUNDNESS

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

In case of a Joint Venture, lead Member is required to meet 70% OR as per his share (if share is more than 70%) of the given criteria whereas JV Member (Maximum one JV member) must meet 30% OR as per his share (if share is more than 30%) of the given criteria of financial soundness. Credit Marks shall be awarded on the basis of the following criteria:

Sr. No.	Description	Maximum Marks
i)	Average Annual Turn Over for last three (3) years (Max 100 Million PKR)	10
ii)	Working Capital of last three (3) years (Max 100 Million PKR)	10
iii)	Net Income of last three (3) years (Max 50 Million PKR)	10
Sub-total:		30

SUB-CATEGORY B: EXPERIENCE RECORD

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

Sr. No.	Description	Max. Mark
i)	Projects of Similar Nature and complexity completed over last 10 years. Max 05-projects having minimum Cost Rs.35 Million each.	25
ii)	Projects of similar nature and complexity in hand. Max 03-projects having minimum Cost Rs.50 Million each.	15
iii)	Completed/In-hand work experience of any construction project with International Donor/Organization/Foreign Funded (01-project)	5
Sub-total:		45

SUB-CATEGORY C: PERSONNEL CAPABILITIES

The following key experts at a minimum shall be evaluated:

No personnel will be considered for evaluation if declaration of Professional Staff Employment & availability for this Project (**Form T11-12-13**) **duly signed by authorized signatory** is not attached.

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

Sr. No.	Description	Maximum Points
i)	Graduate Engineers in employment of the contractor & Registered with PEC a) Number of Civil Engineers (Max 01-No) b) Experience of Civil Engineers (Minimum 05 years)	8 4
ii)	Number of Diploma Engineers in Employment of the Contractor a) Number of Sub Engineers having Diploma in Associate Engineering (Max 2-Nos) b) Experience of Engineers in number of Years (Minimum 05 -years)	4 4
Sub-total:		20

Bidders will provide **short CVs** showing details of experts are desired by highlighting the name of expert, qualification, year of graduation or other degree(s), general experience, specific experience, designation, time of association with this firm,

SUB-CATEGORY D: EQUIPMENT CAPABILITIES

The following Equipment shall be evaluated:

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

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

Sr. No	Equipment Type	Maximum Marks
1	Maximum 20 relevant tools, plants and machines used for execution of project	05
Sub-total:		05

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

Joint Venture (JV)

Joint Venture must comply with the following requirements: -

- a) Minimum qualification requirements: -
 - i) The lead partner shall meet not less than 50 percent of all qualifying criteria given in paras A to D heretofore.
 - ii) Each of the partners shall meet not less than 30 percent of all the qualifying criteria given in paras A to D heretofore.
 - iii) The joint venture must collectively satisfy the criteria of paras A to D, for which purpose the relevant figures for each of the partners shall be added together to arrive at the JV's total capacity.
- b) Any change in a qualified JV after qualification, shall be subject to the written approval of the Employer prior to the deadline for submission of bids. Such approval may be denied if:-
 - i) Partner(s) withdrawn from a JV and remaining partners do not meet the qualifying requirements;
 - ii) The new partners to a JV are not qualified individually or as another JV; or
 - iii) In the opinion of the Employer, a substantial reduction in competition would result.
- c) Bid shall be signed by all members in the JV so as to legally bind all partners, jointly and severally, and any bid shall be submitted with a copy of the JV agreement providing the joint and several liability with respect to the contract.

Conflict of Interest

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

Form -T-1

General Information

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

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

Detail of Owners/ Directors

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



Form -T-2

Financial Soundness

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

Bidder (Lead Member of a Joint Venture, in case of JV) applying for qualification is required to provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. A copy of the audited financial statements of the past three (3) financial years must be attached.

Bidder's Legal Name: _____

Date: _____

JV Members Legal Name: _____

Information Balance Sheet

	Year-1	Year-2	Year-3	Overall Average
Total Assets (TA)				
Total Liabilities (TL)				
Net Worth (TA-TL)				
Current Assets (CA)				
Current Liabilities (CL)				
Average Annual Turnover (AATO)				
(In case of a Joint Venture, lead Member is required to meet 70% OR as per his share (if share is more than 70%) whereas JV Member must meet 30% or as per their share (if share is more than 30%) (each member other than Lead member))				
Average Annual Turnover				
Financial Resources				
(In case of a Joint Venture, lead Member is required to meet 70% OR as per his share (if share is more than 70%) whereas JV Member must meet 30% or as per their share (if share is more than 30%) (each member other than Lead member))				
Cash/Bank Balance				
Credit Line Limit				



Form -T-3

Summary of Similar Nature Project Completed

Name of Bidder or Member of a Joint Venture

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

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

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



Form -T-4

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

Name of Bidder or Member of a Joint Venture

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

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

Form -T-5

Summary of Similar Nature Project in hand

Name of Bidder or Member of a Joint Venture

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

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

Project Name	Date of Award	Expected Date of Completion	Location	Value in PKR (Million)

Form -T-6

Details of Similar Nature Projects in hand

Name of Bidder or Member of a Joint Venture

A separate form with adequate documentary evidence (Letter of Award/ Agreement indicating Cost of Project) shall be provided for each project in Form T-5.

1.	Name of Contract
	Location
2.	Name of Employer
3.	Employer Address

4.	Nature of Works and special features of the contract

5.	Contract Role (Tick One)
	(a) Sole Contractor (b) Sub-Contractor (c) Member in a JV
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract
	PKR..... USD.....
7.	Date of Award
8.	Planned Date of Completion

Form -T-7

Summary of General Nature Project Completed

Name of Bidder or Member of a Joint Venture

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

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

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



Form -T-8

Details of General Nature Projects Completed in Last Ten (10) Years

Name of Bidder or Member of a Joint Venture

A separate form with adequate documentary evidence (Completion Certificate indicating Cost of Project) shall be provided for each project in Form T-07.

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

Form -T-9

Summary of Fast Track Project Completed

Name of Bidder or Member of a Joint Venture

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

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

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

NOT USED



Form -T-10

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

Name of Bidder or Member of a Joint Venture

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

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

NOT USED

Form -T-11

List of Proposed Staff

Name of Bidder:

_____ *(Bidder or Member of Joint Venture)*

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

Candidate Summary

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

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

Summarize professional experience in reverse chronological order.

From	To	Company	Project	Position	Relevant Technical & Management Experience

Form -T-13

DECLARATION OF PROFESSIONAL STAFF EMPLOYMENT

[To be submitted on Company Letterhead]

TO WHOM IT MAY CONCERN

PROJECT: _____

SUBJECT: DECLARATION OF PROFESSIONAL STAFF EMPLOYMENT & AVAILABILITY

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

Yours Sincerely,

COMPANY NAME:

AUTHORIZED REPRESENTATIVE

Equipment Detail

Name of Bidder or Member of Joint Venture

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

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

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

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

Affidavit of ownership/Availability of Equipment

PROJECT: _____

SUBJECT: DECLARATION OF OWNERSHIP/LEASE OF EQUIPMENT

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

Yours Sincerely,

COMPANY NAME:

AUTHORIZED REPRESENTATIVE



AFFIDAVIT FOR CORRECTNESS OF INFORMATION

(To be printed on PKR 100 Stamp Paper)

Name: _____
(Bidder or member of Joint Venture)

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

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

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Employer.

Employer undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer

Name of Firm

Date

POSSESSION OF SITE HANDING / TAKING OVER

Name of Sub-Project / Contract Name:

Name of Contractor / Contracting Firm:

Date of Award of Work:

Date of Contract Agreement:

Contract number:

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

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

Handed over by

Name:

Designation: Chief Officer MC _____

Cell:

Stamp:

CNIC No:

taken over by (Contractor / Firm)

Name:

Designation:

Cell No:

Stamp:

CNIC No:

PEC No:

Witness (MOI)

Name:

Designation:

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

Witness:

Designated approved Site Engineer of Contracting Firm



Delegation of Powers

To,

M/s. *(Name of Contractor)*

(Address of Contractor)

No. -----

Dated: -----

Subject:- **Punjab Cities Program (PCP)**
Rehabilitation of Municipal Services Infrastructure in _____ City
Delegation of Powers

Kindly refer to letter No. PMDFC/Engg/ / dated issued by Senior Program Officer (Infrastructure), PCP, PMDFC Lahore, addressed to the undersigned on the subject cited above.

It is stated that all the duties and responsibilities of the undersigned for the implementation of subject project have been delegated to Chief Resident Engineer M/s *(Name of Supervision Consultant)* in line with all Clauses of General Conditions of Contract for the subject project except for;

- Extension of Time
- Compensation for Delay
- Variations
- Completion Certificate
- Release of Performance Security
- Release of Security Deposit
- Termination of Contract
- Force Majeure

All the above bulleted cases should be routed through and recommended by Chief Resident Engineer on the advices of ARE & RE, M/s *(Name of Supervision Consultant)* for approval from this office. No power will be used by the Employer without recommendation of Chief Resident Engineer

Best regards,

Municipal Officer (I) / Engineer-in-Charge
 Municipal Committee / Corporation, _____.

C.C:

1. Administrator, Municipal Committee / Corporation _____
2. Chief Officer, Municipal Committee / Corporation _____
3. PD PCP, PMDFC, Lahore
4. DPD, PCP, PMDFC Lahore
5. SPO (Infrastructure Development) PCP, PMDFC
6. Chief Resident Engineer / Team Leader
7. ARE, M/s *(Name of Supervision Consultant)*
8. RE Region, M/s *(Name of Supervision Consultant)*
9. ES to MD

FORMS

BID SECURITY PERFORMANCE SECURITY CONTRACT AGREEMENT MOBILIZATION ADVANCE GUARANTEE/BOND



JERS CONSULTANCY (PVT) LTD

(Formerly Jers Engineering Consultants)

24-Civic Center, Quaid-e-Azam Town, Township, Lahore (Pakistan)

Tel: +92 42 35113123, +92 42 35113124

Fax: +92 42 35113125

E-mail: info@jers.com.pk, mail@jers.com.pk

Web: <http://www.jers.com.pk>



**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. _____

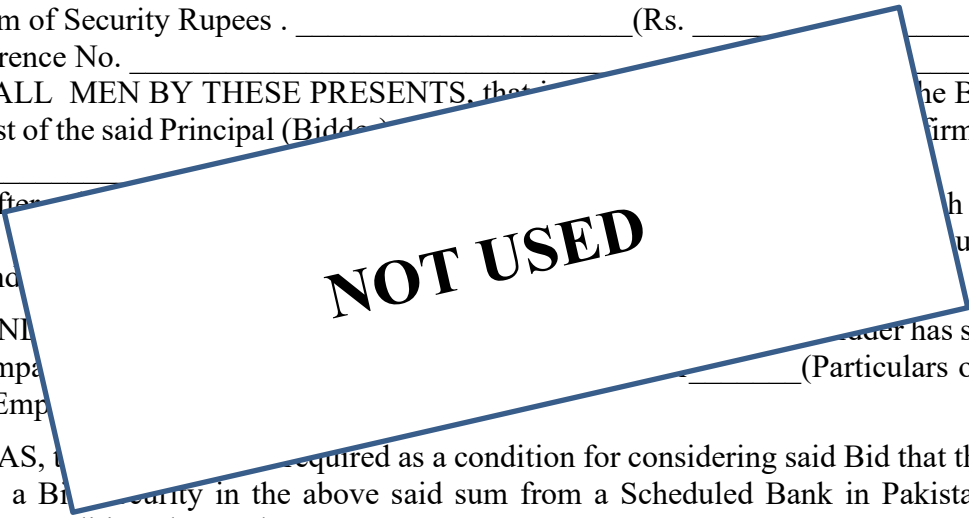
KNOW ALL MEN BY THESE PRESENTS, that _____ the Bid and at their quest of the said Principal (Bidder) _____ firmly bound unto _____

(hereinafter _____ with sum well and truly _____ successors, jointly and _____

THE CONTRACT _____ Bidder has submitted the accompa _____ (Particulars of Bid) to the said Emp _____

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

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



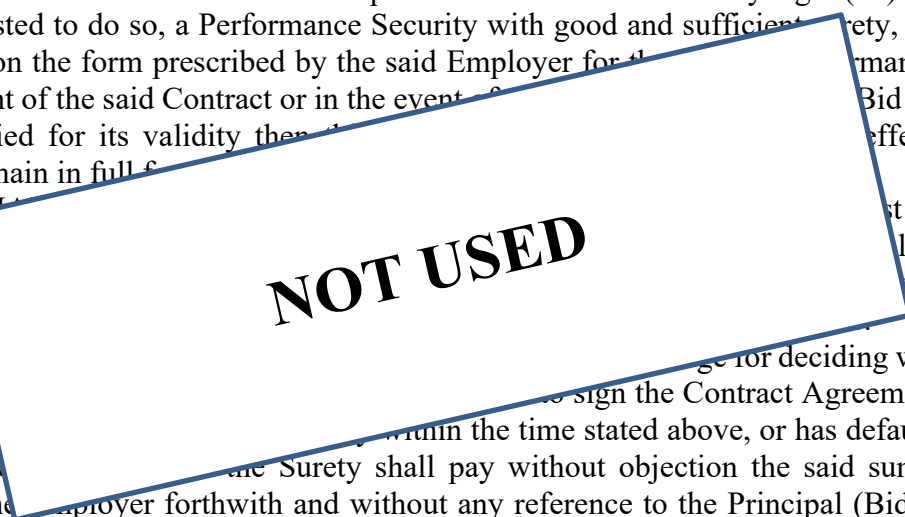
BS-2

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 performance and proper fulfilment of the said Contract or in the event of the Bidder's default within the time specified for its validity then the said sum shall be paid in full in effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Bidder shall, upon the demand of the Employer, provide or to secure the said sum to the Employer by the Bidder or by the Principal (Bidder) to sign the Contract Agreement and to furnish the required sum within the time stated above, or has defaulted in fulfilling said requirement, the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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



WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

SURETY (Bank)
Signature _____

Name _____
Title _____

Corporate Guarantor (Seal)



**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;

PS-2

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

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

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

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

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

Guarantor (Bank)

Witness:

1. _____

Signature _____

Corporate Secretary (Seal)

Name _____

Title _____

2. _____
Name, Title & Address

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ (month) 2017 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 witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda / Clarification as agreed or otherwise, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) 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 O);
 - (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.
3. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per

provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No. _____ Date _____

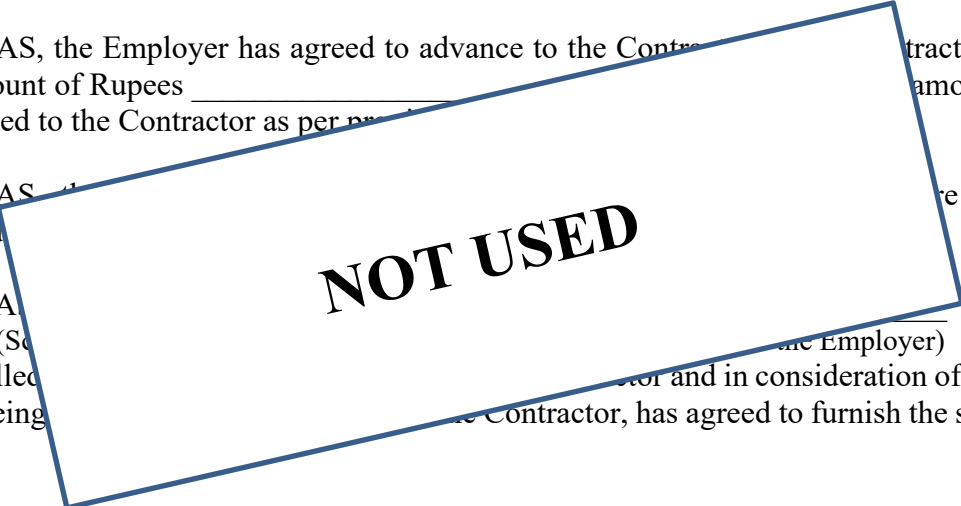
WHEREAS _____ (hereinafter called the 'Employer') has entered into a Contract for _____

(Particulars of Contract)
with _____ (hereinafter called the "Contractor").

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

AND WHEREAS _____ the the
mobilization advance _____

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



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

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

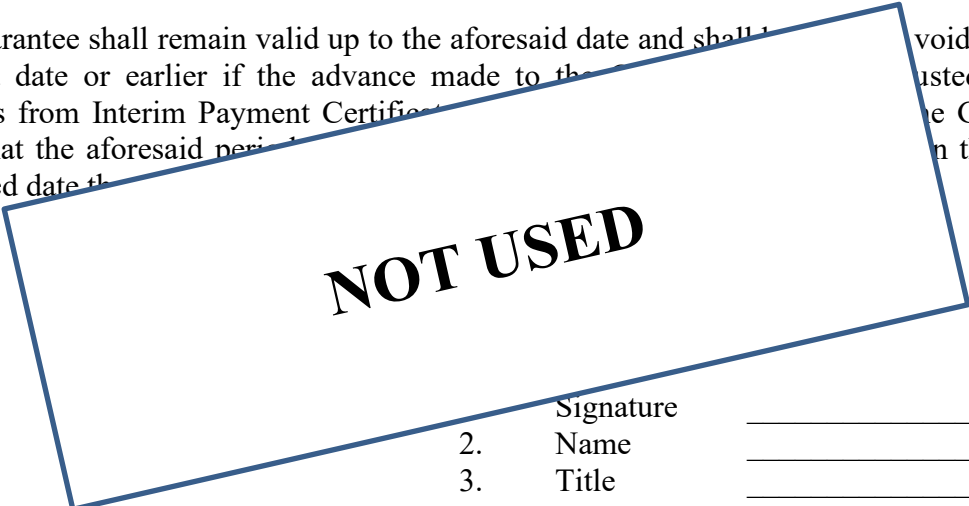
This Guarantee shall remain in force until the advance is fully adjusted against payments from
the Interim Payment Certificates of the Contractor or until
_____ whichever is earlier.

(Date)

MG-2

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

This Guarantee shall remain valid up to the aforesaid date and shall be void after the aforesaid date or earlier if the advance made to the _____ is not used against payments from Interim Payment Certificates issued by the Engineer. The Guarantor agrees that the aforesaid period shall be extended to the date of completion of the above mentioned date the _____



2. Signature _____
3. Name _____
Title _____

WITNESS

1. _____

Corporate Secretary (Seal)

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



**INDEMNITY BOND
FOR SECURED ADVANCE
AGAINST MATERIALS BROUGHT AT SITE
(ON RS.40 NON JUDICIAL STAMP PAPER)**

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

Whereas _____ (hereinafter called the Employer) has paid the Secured Advance against the cost of material through any Bank or like agency by any other method by virtue of the terms of the contract existing between the parties. The details of the material and their price for which secured advance is being sought for the period _____ till consumption of the material is as under:-

- | | | | | |
|----|-------|--------------|-----------|-------------|
| 1. | _____ | at Rs. _____ | per _____ | = Rs. _____ |
| 2. | _____ | at Rs. _____ | per _____ | = Rs. _____ |
| 3. | _____ | at Rs. _____ | per _____ | = Rs. _____ |
| 4. | _____ | at Rs. _____ | per _____ | = Rs. _____ |

THEREFORE THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

I/We _____ of M/s. _____ do hereby indemnify M/s _____ for all losses due to thefts, arson, pilferage, loss due to flood and inundation, shortage, deterioration and depreciation etc. through any act of Man or God or slump in the Market of any or all the materials financed or paid by the Employer on our request for financing payment against material.

I/We _____ shall indemnify _____ against any or all claims, action damages arising out of or resulting to the said material.

I/We _____ further declare that we will faithfully abide by the above declaration and solemnly affirm that we will not remove, sell, pilferage any of the materials against which M/s _____ has paid us such a secured advance and will not pledge the same with any Bank, Finance Corporation, Firm, Company, Individual or the like agency or create any change whereon in any from what so ever.

I/We _____ do hereby also declare that in the event of my/our infringement of the declaration made above

IB-2

_____ will be entitled to forfeit all such material and also proceed against me/us according to the relevant clause pertaining to breach of contract and further invoke the power or seek any remedies secured of _____ under the contract Agreement signed with us or otherwise

available under law.

Place _____ Dated _____

Contractor _____



GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) will be the “Conditions of Contract for Construction, Part-1 General Conditions” Second Edition 2017 published by the Federation International Des Ingénieurs-Conseils (FIDIC). **These are not reproduced here in this document. Bidders must obtain One copy of the above mentioned Conditions of Contract after award of contract at bidder’s own expense and submit the same to the Engineer.**



FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS

CONDITIONS OF CONTRACT

FOR WORKS OF CIVIL

ENGINEERING CONSTRUCTION

PART I GENERAL CONDITIONS WITH FORMS OF TENDER AND AGREEMENT

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted in 1992 with further amendments

TABLE OF CONTENTS
PART II - PARTICULAR CONDITIONS OF CONTRACT

Clause	Title
1.1	Definitions
2.1	Engineer's Duties and Authority
2.2	Engineer's Representative
2.7	Engineer Not Liable
2.8	Replacement of the Engineer
5.1	Language(s) and Law
5.2	Priority of Contract Documents
6.6	Shop Drawings
6.7	As-Built Drawings
10.1	Performance Security
10.4	Performance Security Binding on Variations and Changes
14.1	Programme to be Submitted
14.3	Cash Flow Estimate to be Submitted
14.5	Detailed Programme and Monthly Progress Report
15.2	Language Ability of Contractor's Representative
15.3	Contractor's Representative
16.3	Language Ability of Superintending Staff of Contractor
16.4	Employment of Local Personnel
19.3	Safety Precautions
19.4	Lighting Works at Night
20.4	Employer's Risks
21.4	Exclusions
25.5	Insurance Company
31.3	Co-operation with Other Contractors
34.2	Rates of Wages and Conditions of Labour
34.3	Employment of Persons in the Service of Others
34.4	Housing for Labour
34.5	Health and Safety
34.6	Epidemics
34.7	Supply of Water
34.8	Alcoholic Liquor or Drugs
34.9	Arms and Ammunition
34.10	Festivals and Religious Customs
34.11	Disorderly Conduct
34.12	Compliance by Subcontractors
35.2	Records of Safety and Health
35.3	Reporting of Accidents
36.6	Use of Pakistani Materials and Services
41.1	Commencement of Works
47.3	Bonus for Early Completion of Works
51.2	Instructions for Variations
52.1	Valuation of Variations
53.4	Failure to Comply
54.3	Customs Clearance
54.5	Conditions of Hire of Contractor's Equipment

59.4	Payments to Nominated Sub-contractors
59.5	Evidence of Payments
60.1	Monthly Statements
60.2	Monthly Payments
60.10	Time for Payment
60.11	Secured Advance on Materials
60.11	Financial Assistance to Contractor
63.1	Default of Contractor
65.2	Special Risks
67.3	Arbitration
68.1	Notice to Contractor
68.2	Notice to Employer and Engineer
70.1	Increase or Decrease of Cost
73.1	Payment of Income Tax
74.1	Integrity Pact
75.1	Termination of Contract for Employer's Convenience
76.1	Liability of Contractor
77.1	Joint and Several Liability
78.1	Details to be Confidential



PART II - PARTICULAR CONDITIONS OF CONTRACT

The particular conditions shall complement, amend, or supplement the provisions in the General Conditions of Contract. Wherever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract

1.1 Definitions

(a) (i) The Employer is **Chief Officer, MC Hafizabad,**

(a) (iv) The Engineer is **Municipal Officer (I&S) MC Hafizabad**
:

(a)(vi) “Bidder or Tenderer” means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word “Tender” is synonymous with “Bid” and the word “Tender Documents” with “Bidding Documents”.

The following paragraph is added:

(b)(ix) “Work Program” means the Work program to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto along with Gantt Chart on MS Project with baselines provided.

(e)(i) The text is deleted and substituted with the following:

“Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 “Subcontracting”.
- (ii) Certifying additional cost determined under Sub-Clause 12.2 “Not Foreseeable Physical Obstructions or Conditions”.
- (iii) Any action under Clause 10 “Performance Security” and Clauses 21,23,24 & 25 “Insurance” of sorts.
- (iv) Any action under Clause 40 “Suspension”.

- (v) Any action under Clause 44.1 “Extension of Time for Completion”.
- (vi) Any action under Clause 47 “Liquidated Damages for Delay” or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vii) Issuance of “Taking Over Certificate” under Clause 48.
- (viii) Issuing a Variation Order under Clause 51, except:
 - a) in an emergency* situation, as stated here below, and
 - b) if sum of all such variations during the contract period would increase the Contract Price by less than the amount stated in the Appendix-A to Bid..
- (ix) Fixing rates or prices under Clause 52.
- (x) Extra payment as a result of Contractor’s claims under Clause 53.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.
- (xii) Issuance of “Final Payment Certificate” under Sub-Clause 60.8.
- (xiii) Issuance of “Defect Liability Certificate” under Sub-Clause 62.1.

If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.

2.2 Engineer’s Representative

The following paragraph is added:

The Employer shall ensure that the Engineer’s Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976).

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of

the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

“If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.”

4.1 Subcontracting

The following text is added at the end of this sub-clause:

The Contractor, with prior consent of Engineer/Employer, may sub-contract only part thereof, not as a whole of the Works to the nominated Sub-Contractor. The limit for sub-contract must be less than 30% of the whole of the Works whether nominated subcontractor(s) is single or multiple.

5.1 Language(s) and Law

- (a) The Contract Documents, shall be drawn up in the English language.
- (b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) The Particular Conditions of Contract – Part II;
- (6) The General Conditions – Part I;
- (7) The priced Bill of Quantities (Appendix-D to Bid);
- (8) The Drawings;
- (9) The Specifications
- (10) The completed Appendices to Bid (B, C, E) ;and
- (11)_____ (any other).

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

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

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

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

8.1 Contractor's Obligations

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

The Contractor shall be responsible for the provision of site facilities to Engineer/Employer's Staff at his own cost considering the said amount is included in all items listed in Bill of Quantities. Provision of facilities shall include a furniArea site office with office equipment, stationary, utilities and vehicles for daily routine inspection of Engineer/Employer as stated in Clause SP-20 of Special Provisions.

10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form as attached at Annexure PS-1. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount mentioned in Appendix A to Bid . Performance Security shall be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.

The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

14.1 Programme to be Submitted

The programme shall be submitted within the time stated in Appendix-A to bid, which shall be in the form of a bar chart identifying the critical activities prepared on a software approved by the Engineer.

The following text is added at the end of this sub-clause:

In case of non-submission of Programme by the Contractor on each event of requirement by the Engineer/Employer, a penalty of Rs. 100,000/- shall be imposed on contractor. Such penalty shall be deducted by the Engineer/Employer from the monies due or to become due to the Contractor, or recover the same as a debt due from the Contractor..

14.2 Revised Programme

The following text is added at the end of this sub-clause:

The Contractor shall submit to the Engineer for Approval an updated program at intervals no longer than 90 days or when instructed by the Engineer. If the contractor does not submit an updated program within this period or within 07 days after instruction, the Engineer has power to impose a penalty of PKR 100,000 on every such occurrence which shall be binding on the Contractor. The Employer may deduct the - penalty from payments due to the contractor. Payment of this penalty shall not affect the contractor's liabilities and obligations.

14.3 Cash Flow Estimate to be Submitted

The detailed Cash Flow Estimate shall be submitted within 14-days from the date of receipt of Letter of Acceptance. Cash flows should be based on Programme and should be in such detail as to enable the Employer to arrange Funds.

The following Sub-Clause 14.5 is added:

14.5 Detailed Programme and Monthly Progress Report

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:
 - (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Local Material Procurement;
 - (4) Material Imports, if any; and
 - (5) Other details as required by the Engineer.

- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 7th day of the following month, 05 copies each of Monthly Progress Reports covering:
 - (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress; and

- (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same. Further, Contractor shall also submit 05 separate copies each of Monthly Progress Reports of Environment, Health & Safety compliance report.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The Contractor shall submit his programme for execution of the Works in accordance with Clause 14.1 [*Programme to be Submitted*] which may contain adjustments if any, to the CPM (Critical Path Method) based Bar Chart submitted with the Bid. The completion date, milestones, and key targets, or dates earlier than the said milestone and key target dates, shall be shown on the construction programme to be submitted by the Contractor. The programme must be submitted in the form of hard copies as well as soft copies in shape of files having extensions like *XER. OR *MPP. Only.

The initial submittal of network analysis shall include a description of the major construction activities. The Bar Chart and the Network Analysis shall be submitted within 14 days after receipt of the Letter of Acceptance.

Monthly submittals shall show completed progress of each activity during the past month, with forecast for the coming month.

If the Contractor fails to submit the Monthly Progress Reports (in hard copies as well as soft copies having file extension like *XLSX. OR *DOCX. Only) along with the Photographs of site to illustrate progress, based on Gantt Chart duly prepared with tracking then he shall be fined with an amount of Rs.50,000/- each month which would be deducted by the Engineer/Employer from the monies due or to become due to the Contractor, or recover the same as a debt due from the Contractor.

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

15.3 Contractor's Representative

The Contractor's authorised representative and his other professional engineers working at Site shall be professional engineers as defined in Pakistan Engineering Council Act (V of 1976)

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

16.1 Contractor's Employees

The following text is added as the last paragraph of this clause:

The Contractor shall appoint regular whole time at least following technical staff for proper execution / management of works. The staff shall be mobilized at site within 20 days after the date of issuance of letter of acceptance or before the date of commencement of work at site, whichever is the earlier.

The Contractor will ensure the presence of his staff at site. In case contractor fails to appoint full time Project Manager at site, a penalty of PKR 100,000 will be imposed on monthly basis and in case contractor fails to appoint full time other supporting staff mentioned above (other than Project Manager) at site, a penalty of Rs. 50,000/- will be imposed on monthly basis. Every IPC of the Works will be duly signed by the Project Manager of the Contractor approved by the Engineer in Charge on the recommendations of Supervision Consultants. No IPC will be entertained without forwarding by the Project Manager of the Contracting Firm.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan. ***Hiring of women and transgender in project construction will be encouraged***

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The environmental health and safety SOPs are also attached with this bidding document as **Annexure-1** and it is a binding on the contractor to follow these SOPs failing which he would be fined with an amount of Rs. 100,000/- per month for the non-compliance and the amount would be deducted by the Engineer/Employer from the monies due or to become due to the Contractor, or recover the same as a debt due from the Contractor. However, this penalty will not relieve contractor from his duties and obligations.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

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

20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
 - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
 - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (b) Insure against.

21.1 Insurance of Works and Contractor's Equipment

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

The amount of insurance taken out by the Contractor per occurrence with number of occurrences unlimited shall be as follows:

- d. Bodily injury (any one person) PKR 0.5 (Half) Million (Max)
- e. Fatal Case (any one person) PKR 01 (one) million (Minimum)
- f. Property Damages Depending upon nature of loss (100% of the Damage)

Contractor shall obtain above insurances after consent of Engineer/Employer. Insurance Company must be AA rated from PACRA. Contractor will not be paid separately for such insurances keeping in view that contractor has quoted his rates in Bill of quantities by applying such kind of expanses.

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) (i) to (iv).

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar. Contractor will be imposed penalty of 5000/- Rs per day upon complaint from labor to the Engineer/Employer.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer. Contractor may use Portable Containers OR House on rent with all amenities. Contractor will be imposed penalty of 5000/- Rs per day upon complaint from labor to the Engineer/Employer.

34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

The environmental health and safety SOPs are to be followed by the contractor and are attached with this bidding document as **Annexure-1**. In addition to the SOPs, it would also be the responsibility of the contractor to ensure the presence of first aid kit at site all the time and a trained medical emergency respondent for site is to be hired on Contractor's expense. However, this penalty will not relieve contractor from his duties and obligations.

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give,

barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

36.1 Quality of Materials, Plants and Workmanship

The following text is added at the end of last paragraph:

Contractor shall make arrangements for the establishment of Material Testing Laboratory at site and for the facilities to be provided to keep the laboratory running at his own cost. The cost of making any test shall be borne by the Contractor as stated in Clause 36.3 and he shall intend to conduct minimum frequency of tests on a single batch of sample procured by him as per clause 36.2.

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

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

37.2 Inspection and Testing

Factory acceptance tests shall be witnessed by the personnel as stated in Specifications-Special Provisions Sub-Clause 14.2. All costs in connection with witnessing of the factory acceptance tests by 04 Officials (02 of Employer and 02 of Consultant Engineer) shall be borne by the Contractor. These shall include the costs of air travel (economy class) from Pakistan to place of inspection/testing and back, hotel accommodation/boarding/lodging (as per actual), inland transportation and daily allowance @ US Dollars 150/- per day per person for inspection/testing to be conducted outside Pakistan not more than 06 days and Rs. 8,000/- per day per person [besides other costs of travelling and lodging etc. (as above)] for inspection/testing to be conducted inside Pakistan for each visit of every person to witness these tests.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

The Contractor shall in case of earlier completion for either whole or part(s) of the Works pursuant to Sub-Clauses 48.1 and 48.2(a) respectively of the General Conditions of Contract, be paid bonus up-to a limit and at a rate prescribed in Appendix-A to Bid “Special Stipulations”. Contractor will get appreciation/performance certificate from Engineer in charge/Employer upon early completion subject to compliance with E & S attributes in true letter and spirit.

49.4 Contractor’s Failure to Carry out Instructions

This sub-clause clearly states that Contractor is responsible to fulfil his obligations of completion of Works within a certain stipulated time period at his own cost mentioned in the Contract. However, if the Contractor fails to follow the instructions, the Employer is at liberty to engage any other party/person for the completion of the works originally entitled to the Contractor. In this case the Engineer, after determination of all costs, has the right to recover the amount after discussion with the Employer and Contractor or deduct this amount from any monies due or become due to the Contractor. After finalization, the Engineer shall notify the Contractor accordingly and send a copy to the Employer. Contract may be terminated after serving of 3rd E & S Non-Compliance

notice from the Engineer in charge in addition to penalty mentioned in the Form A to bid (Special Stipulations).

51.2 Instructions for Variations

At the end of the first sentence, after the word “Engineer”, the words “in writing” are added.

52.1 Valuation of Variations

In the tenth line, after the words “Engineer shall” the following is added:
within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.3 Customs Clearance

Add following at the end of this Sub-Clause:

“However, obtaining customs clearance shall be the sole responsibility of the Contractor.”

54.5 Conditions of Hire of Contractor’s Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor’s Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses 59.4 & 59.5 are deleted and replaced as follows:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- a) submits reasonable evidence to the Engineer, or

- b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:

"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub-Clause 60.11 (a)(6) hereof".

The following is added at the end of this sub-clause:

The Contractor shall, along with the statement showing the amounts to which Contractor considers himself entitled to, also submit to the Engineer supporting documents which confirm to the amount stated in the statement including check requests, completion plans of concerned works, detailed calculation sheets, measurement sheets, partial drawing clearly showing completed works and balance works, materials quality test reports etc. and duly signed by field representatives of Contractor and Engineer.

60.2 Monthly Payments

In the first line, "28" is substituted by "30".

60.10 Time for Payment

Replace "28 days" with "30 days" in the 3rd line

The following Sub-Clause 60.11 and 60.12 are added:

60.11 Secured Advance on Materials

No Secured advance will be admissible on any kind of material, equipment, piping and machinery.

60.12 Financial Assistance to Contractor

Not Applicable

- (a) An interest-free Mobilization Advance of 0 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor within 30 days of the signing of the contracts upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan acceptable to the Employer subject to:

- (i) the state of mobilization of the Contractor in accordance with the minimum requirement of Plant, Equipment and manpower as deemed appropriate by the Engineer.
 - (ii) Completion of at least 2% of permanent works (to be assessed by the Engineer)
- (b) "This Advance shall be recovered in instalments from monthly payments; first instalment at first Interim payment Certificate of work done at the rate of **25%** of work done and the last instalment before the date of completion of the Works as per Clause 43 hereof. The Engineer may vary the percentage of recovery of advance in order to complete the recovery prior to the time of completion."

63.1 Default of Contractor

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

Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraphs (a) (i) to (a) (v).

67.3 Arbitration

Pakistan Arbitration Act 1940

The number of Arbitrators shall be three including the Umpire.

In the event of any disagreement between the Engineer and the contractor arising out of the contract, the matter shall first be referred to the Superintendent Engineer Local Government, for decision who shall, after making such enquiries, as he may deem fit, give his decision in writing not later than three months after the reference is made to him. The period for decision of the case by the Superintendent Engineer, may however, be extended by the Chief Engineer PLGB under special conditions according to the circumstances, justification, available in each, case. The contractor shall forthwith give effect to the decision of the Superintendent Engineer, and shall proceed with due diligence, whether arbitration is intended or not.

If the contractor be dissatisfied with the decision of the Superintendent Engineer, or if his decision is not forthcoming within the stipulated or extended period/periods and desires arbitration under the arbitration clause as hereinafter provided, he shall give notice in writing of such intention to the Superintendent Engineer, within a period of twenty eight days of the receipt of the Superintendent Engineer, decision or in case no decision is given, at the end of the period or periods within which the Superintendent Engineer, was to give his decision. The said notice shall contain the

cause of action material facts of the case and relief sought, failing which the decision of the Superintendent Engineer, shall become final conclusive and binding, and the contractor shall be deemed to have forfeited or departed from the claim in excess of that allowed by the Superintendent Engineer. The subsequent inflation/increase in the amount of claim once preferred in the said notice of the same work be entertained from the contractor at any later stage.

A Reference to arbitration

A reference to arbitration shall be made by the contractor in writing not later than three months after the completion of the work. Failure to make such a reference within this period shall be deemed to mean that the contractor has waived all claims in respect of all disputes.

Disputes for arbitration limited

- (a) Disputes which may be referred to arbitration shall be limited to:
- i. Any question, difference, or objection, whatsoever which shall arise in any way, connected with or arising out of the contract; or land
 - ii. The meanings of the operation of any part of the contract; or land
 - iii. The rights, duties and liabilities of other party to the contract;
 - iv. Whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as a result of such termination. Provided that these matters for which provision has been made in the contract for final and binding decision by the Director/Superintendent Engineer or the Engineer In charge shall be excluded from arbitration.
- (b) The contractor will have to deposit 20% of the amount of the claim up to Rs. 0.20 million and 10% of claims, exceeding Rs. 0.20 million along with the claim. This amount will be refunded after the Award has been made Rule of the Court arbitration Otherwise the amount deposited will be forfeited.
- (c) In the event of any dispute arising in accordance with the limitations provided in Sub-Clause (a) of this clause, the same shall be referred to the decisions of a sole arbitrator to be appointed by the Chief Engineer In charge of the region, of Director/Superintendent Engineer, and other than the Claim preferred is for an amount up to half a million Rupees, the decision of the sole arbitrator in such cases shall be final and binding on the parties concerned.
- (d) In case the amount of the claim preferred in over Half a Million Rupees, the dispute shall be referred to the award of two arbitrators, to be appointed from the Director/Superintendent Engineer of the Department, other than the Director/Superintendent Engineer in charge of the work one to be nominated the Chief Engineer of the Region concerned and the other by the contractor. In the case of the said two arbitrators not agreeing the case shall be referred to the award of an umpire who shall be an officer of the department not below the Rank of Chief Engineer to be appointed by the Government in the Administrative Department. The decision of the two arbitrators, umpire, as the case may be shall be final and binding on the parties concerned. Where the matter involves claim for the payment or recovery or deduction of money only, the amount, if any, awarded in the arbitration shall be recoverable in respect

The place of arbitration shall be Lahore Pakistan.

68.1 Notice to Contractor

In the 3rd line, add the word “courier” after the word “cable”.

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract..

68.2 Notice to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

- a) The Employer: **Chief Officer, MC Hafizabad**
- b) The Engineer: **Municipal Officer (I&S) MC Hafizabad**

70.1 Increase or Decrease of Cost

Not Applicable

The following Sub-Clauses 73.1, 74.1, 75.1, 76.1, 77.1 and 78.1 are added:

73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L 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 Subcontractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall

be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor :

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

SPECIAL PROVISIONS



SPECIAL PROVISIONS (CIVIL WORKS)

Table of Contents

Clause No.	Description	Ref. No.
SP-1	General	SP-1
SP-2	Description of the Works	SP-1
SP-3	Site of Works	SP-1
SP-4	Setting Out	SP-2
SP-5	Climatological Data	SP-2
SP-6	Utilities	SP-2
SP-7	Topography and Geology of the Site	SP-2
SP-8	Extent of Work	SP-2
SP-9	Drawings	SP-3
	9.1 Bidding Drawings	SP-3
	9.2 Construction Drawings	SP-3
	9.3 Checking Drawings	SP-3
SP-10	Right to Change	SP-3
SP-11	Drawings and Data to be FurniArea by the Employer / Engineer	SP-4
	11.1 Procedure for Submittal of Contractor's Drawings	SP-4
	11.2 Other Drawings	SP-4
	11.3 Ownership of Drawings etc.	SP-4
SP-12	Cooperation with Other Contractors	SP-4
SP-13	Quality of Materials	SP-4
SP-14	Inspection and Tests	SP-5
	14.1 Inspection	SP-5
	14.2 Testing	SP-5
	14.3 Cost	SP-6
SP-15	Construction Programme	SP-6
	15.1 General	SP-6
	15.2 Submittals	SP-6
	15.3 Progress Schedule	SP-7
SP-16	Layout of Works	SP-7
	16.1 Reference Points	SP-7
	16.2 Verifications	SP-7
	16.3 Primary Control Points	SP-7

16.4	Construction Surveys	SP-8
16.5	Basic Control Monument	SP-8
16.6	Surveys and Computations	SP-8
16.7	Tolerances	SP-8
16.8	Material and Equipment	SP-8
SP-17	Standards and Specifications	SP-9
SP-18	Access to Site	SP-9
18.1	Right of Way for Access and Haul Routes	SP-9
18.2	Restoration of Site	SP-9
SP-19	Facilities to be provided by the Contractor at Site	SP-9
19.1	Contractor's Camps	SP-9
19.2	Temporary Sanitary Facilities	SP-10
19.3	Medical Facilities	SP-10
19.4	Operation and Maintenance of the Camps and Facilities	SP-10
19.5	Drainage	SP-11
19.6	Water Supply	SP-11
19.7	Electricity Supply	SP-11
19.8	Utility Lines	SP-11
19.9	Handing Over / Removal after Completion	SP-12
19.10	Measurement and Payment	SP-12
SP-20	Provision of Facilities for the Engineer/Employer	SP-12
20.1	Site Office for the Engineer	SP-12
20.2	Facilities for the Employer	SP-14
20.3	Measurement and Payment	SP-14
SP-21	Progress Photographs	SP-15
SP-22	Site Facilities to be provided by the Employer	SP-15
22.1	General	SP-15
22.2	Area for Storage and Workshop	SP-15
SP-23	Safety Measures at Construction Site	SP-15
SP-24	Environmental Protection	SP-16

SPECIFICATIONS - SPECIAL PROVISIONS (CIVIL WORKS)

SP-1 GENERAL

Hafizabad district is located between 73°-12' to 73°-46' East longitudes and 31°-45' to 32°-20' North latitudes. The city of Hafizabad is located at 73° 41' East longitude and 32° 4' North latitude. The Project aims at improvement of infrastructure of municipal services by the improvement of road network

Scope of the work for this particular project includes the improvement and rehabilitation of roads and chowks.

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

1. Improvement of service delivery level of the municipal services in the sector of communication.
2. Better travelling facilities for the commuters.
3. Provision of suitable parking area for the MC Vehicles.
4. Making MC self-sufficient in small repairs to the machinery & Equipment possessed by MC
5. Provision of a washing facilities for the vehicles
6. Effective protection to the vehicles against the solar radiation and Ultraviolet rays, rain, hail, wind, and dust.
7. Slowing down the deterioration of vehicles, therefore reducing the cost of maintenance.
8. Enhancement of the security of vehicles during non-working hours.
9. Better watch and ward of MC machinery and equipment and reduction of losses due to theft of equipment and spares.
10. Provision of better solid waste management service by protection of the machinery and equipment.
11. Improvement in local and province economy.

At present, the roads infrastructure has been damaged and degraded because of lack of repairs and upgradation due to shortage of money and constrained municipal budgets. If these roads are not improved at this stage, then this infrastructure will be further damaged / degraded giving financial loss to the public as well as private sectors and the growth potential of the city will be adversely affected. Damaged roads will increase the operational expenditure of the vehicles apart from wasting time and giving rise to public frustration and mental agony.

The only way to keep the infrastructure in operational and functional condition for better travelling and recreational facilities to the inhabitants of the city and the surrounding areas, is to improve the roads and important cross roads.

SP-2 DESCRIPTION OF THE WORKS

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

- Rehabilitation of existing roads.
- Pavement marking



- Rehabilitation of existing drainage system.
- Construction of new drainage system if needed.
- Aesthetic improvement of chowk.
- Provision of cross roads and street lights.
- External Electrical Works

SP-3 SITE OF WORKS

The work mainly comprising of improvement and rehabilitation of roads in MC Hafizabad.

SP-4 SETTING OUT

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

SP-5 CLIMATOLOGICAL DATA

Not used.

SP-6 UTILITIES

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

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

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

SP-7 TOPOGRAPHY AND GEOLOGY OF THE SITE

The details of Topography is with the Employer / Engineer.

SP-8 EXTENT OF WORK

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

The Contractor shall construct the Works in accordance with the Drawings and Specifications and as directed by the Engineer. The Contractor shall procure, furnish,

provide and arrange all the necessary construction materials, equipment, transportation, fuel, electric power, water and services; be responsible for the construction and maintenance of the construction camps, offices, workshops and warehouses that he may require, and perform all other work necessary for completion of the Works described herein, in complete conformity with the Contract.

SP-9 DRAWINGS

9.1 Bidding Drawings

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

9.2 Construction Drawings

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

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

9.3 Checking of Drawings

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

SP-10 RIGHT TO CHANGE

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

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

11.1 Procedure for Submittal of Contractor’s Drawings

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

11.2 Other Drawings

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

11.3 Ownership of Drawings etc.

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

SP-12 COOPERATION WITH OTHER CONTRACTORS

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

SP-13 QUALITY OF MATERIALS

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

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

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

SP-14 INSPECTIONS AND TESTS

14.1 Inspection

All equipment and materials furnished under the Contract and all work performed in connection therewith under the Contract shall be subject to inspection and testing by the Engineer or his authorized agent at all times and in all stages of completion. Inspection at the manufacturer's plant may be made to determine that the equipment

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

Contractor will submit his submittal to Engineer/Employer in case of Non-scheduled items or Items to be imported for approval prior to booking to supplier/manufacturer before undertaking the item into execution. Submittal proposed from contractor must comprise minimum three proposed manufacturers to be submitted to Engineer for approval purposes. It will be discretion of Engineer to recommend for approval one of them or as contractor for other than those manufacturer proposed in shape of submittal by contractor for someone else on equivalency basis. Pre-shipment inspection of the selected manufacturer's equipment will be carried out as per G.C.C 37.2 & P.CC 14.1 by the engineer/employer. Contractor must submit Bill of lading of such imported equipment prior to transport to site. Confirmatory tests shall also be carried out at the Site or at an approved laboratory, as instructed by the Engineer. These tests shall be witnessed by the Engineer and performed at no additional cost to the Employer.

14.2 Testing

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

The Contractor shall provide free of charge such material testing equipment, labour, materials, electricity, fuel, water, stores, apparatus and feedstock as may be reasonably required by the Employer to carry out the Tests as per the required frequency. Further contractor shall make all kind of arrangements for third party inspection/ Witnessing of Factory Acceptance Tests (as stated and in conjunction with Sub-clause 37.2, Particular Conditions of Contract), of major components of manufacturing factory whether located in Pakistan/abroad for four officials (02 from Employer and 02 from Engineer-In-charge side). All expanses regarding air tickets, visa in case of abroad, boarding/lodging, food, transport, hoteling etc. will be borne by the Contractor and no extra/additional payment will be made to contractor. Contractor shall quote his prices keeping in view of such expanses.

Manufacturer's Certificate of Compliance

In the case of standard labelled stock products of standard manufacture which have a record of satisfactory performance in similar work over a period of not less than five

years, the Engineer may accept a notarised statement from the approved manufacturer certifying that the product conforms to the applicable specifications.

Mill Certificates

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

Testing Laboratory Certificates

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

Service Record

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

14.3 Cost

Further to the provisions of Sub-Clause 36.3, Conditions of Contract, the cost of any laboratory, field and shop tests required from any agency of compliance with under Specifications shall be borne by the Contractor.

SP-15 CONSTRUCTION PROGRAMME

15.1 General

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

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

15.2 Submittals

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

Analysis shall be submitted within 14 days after receipt of the Letter of Acceptance.

The submittal shall consist of:

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

The Engineer will review the construction schedule and the approved initial submittal will be the Project Baseline Schedule by which the performance of the Contractor will be measured as per Sub-Clause 15.6 below:

- (b) Monthly submittals shall show completed progress of each activity during the past month, with forecast for the coming month. Hammock networks shall be incorporated on the Base Line Schedule of activities. Each monthly submittal shall contain:
 - (i) 4 copies of the Bar Chart.
 - (ii) 4 copies of a time scaled logic diagram for the next three months.
 - (iii) A narrative summary of the schedule related issues and status. The narrative shall include discussion of pending schedule changes submitted to the Engineer in the past month.
 - (iv) A backup of the schedule files on rewritable CDs or pen drive.

15.3 Progress Schedule

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

SP-16 LAY OUT OF WORKS

16.1 Reference Points, Lines and Levels

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

16.2 Verification

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

16.3 Primary Control Points

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

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

16.4 Construction Surveyors

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

16.5 Basic Control Monument

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

16.6 Surveys and Computations

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

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

16.7 Tolerances

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

- (a) Alignment of tangents and curves shall be within 0.1 foot for 1,000 feet i.e., an accuracy of 1:10,000.
- (b) Structure points shall be set within 0.01 foot accuracy from point to point, except where tighter tolerances are required.
- (c) Cross-section points shall be located within 0.10 foot, horizontally and 0.01 foot vertically.
- (d) Permissible closing error for a levelling line meant for establishing Temporary Bench Mark (TBMs) shall not exceed $0.045 \times \sqrt{M}$ foot, where M is in miles. The permissible

closing error shall be duly adjusted.

16.8 Material and Equipment

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

SP-17 STANDARDS AND SPECIFICATIONS

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

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

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

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

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

SP-18 ACCESS TO SITE

18.1 Right of Way for Access and Haul Routes

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

18.2 Restoration of Site

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

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

19.1 Contractor's Camps

Pursuant to the provisions of Sub-Clauses 34.4 to 34.7 of the Particular Conditions of Contract Part II. The Contractor may arrange these facilities in the nearby area of the Project or may request the Employer to provide land for providing temporary arrangements.

19.2 Temporary Sanitary Facilities

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

19.3 Medical Facilities

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

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

19.4 Operation and Maintenance of the Camps and Facilities

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

- (a) Camp areas shall be kept dry and free from dense vegetation. Measures shall be taken to control dust within the camp area, by water or oil spraying or other approved means.
- (b) Any ponded water around a camp shall be sprayed weekly with oil or other approved anti-malaria liquid.

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

19.5 Drainage

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

19.6 Water Supply

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

19.7 Electricity Supply

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

19.8 Utility Lines

The Contractor Shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incidental to the protection of and avoidance of interference with power, telephone, water and other utilities within the areas of his operations in connection with the Contract. No separate payment shall be made for such incidental work. In case the utility lines are required to be relocated the Contractor shall arrange their relocation with the concerned departments and organizations. The Contractor shall obtain cost estimates for relocation of utilities for

the Engineer/Employer's approval before execution of the Work .The Contractor shall be reimbursed the actual approved cost carried in by him.

19.9 Handing Over/Removal after Completion

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

19.10 Measurement and Payment

Except as provided in SP-19.8 no separate payment will be made for the work included under the Clause SP-19; the cost thereof is deemed to be included in the rates and prices of other items entered in the Bill of Quantities.

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

20.1 Facilities for Engineer/Employer's Staff:

- (a) **Site offices:**
Not Applicable
- (b) **Furniture:**
Not Applicable
- (d) **Transport:**
Not Applicable
- (e) **Office Equipment & Stationery:**
Contractor shall supply essential office equipment to the Engineer (Jers Consultant staff) (including laptops/printer/scanner) and stationary free of cost considering that the said amount is included in all items listed in Bill of Quantities.

20.2 Ownership of Site facilities

All facilities/utilities provided by the contractor as stated above in Clause-20.1 will be property of Engineer In charge (Jers Consultant staff) after successful handing taking over of project and expiration of defect liability period.

20.3 Measurement and Payment

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

SP-21 PROGRESS PHOTOGRAPHS

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

and continued till completion of the Works.

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

SP-22 SITE FACILITIES TO BE PROVIDED BY THE EMPLOYER

22.1 General

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

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

22.2 Area for Storage and Workshop

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

SP-23 SAFETY MEASURES AT CONSTRUCTION SITE

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

SP-24 ENVIRONMENTAL PROTECTION

The Contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the Works. Except where clearing is required for the Permanent Works, approved construction roads and the Temporary Works, and for excavation operations, all trees and native vegetation shall be preserved and shall be protected from damage which may be caused by the Contractor's construction operations and equipment. On completion of the Works, all work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape. Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replanted, or otherwise

corrected as directed by the Engineer at no additional cost to the Employer.
Contractor will hire services of a Qualified Environmentalist before the commencement of construction activities under the Sub-Project. (CV to be shared for approval to Engineer in charge).

The environmental health and safety SOPs to be followed by the contractor are attached with this bidding document as **Annexure-1 and Annexure-II**.



Annexure-1
ENVIRONMENT, HEALTH AND
SAFETY SOPs

PUNJAB CITIES PROGRAM

ENVIRONMENT, HEALTH AND SAFETY SOPs FOR LABOR/WORKERS

Labor /workers play key role in the infrastructure development and construction activities. The objective of preparation of the EHS SOPs for Labor/Workers is to address environment, health and safety issues related to the proposed sub-project implementation. These SOPs will provide guidelines to be followed by the contractors for effective management of EHS issues related to labor/workers/daily wagers (including women). These SOPs will be annexed in the general conditions of all the contracts carried out under the PCP. These SOPs are designed for Punjab Cities Program and will be applicable to all types of labor/workers/daily wagers (including women), hired for the construction activities under PCP. Following are the anticipated Environment, Health and Safety issues and their recommended mitigation measures.

Table 1: Construction Camp Management

Activity/ Impact Source	EHS Concerns/issues	Mitigation Measures/ Management Guidelines
Siting and Location of construction camps	<p>Camp sites for construction workers are the important locations that have significant impacts such as health and safety hazards on labor/workers</p> <p>Lack of proper infrastructure facilities, such as housing, water supply and sanitation facilities will increase pressure on the local services and generate substandard living standards and health hazards.</p>	<p>The Contractor shall:</p> <p>Locate the construction camps at areas which are acceptable from environmental, cultural or social point of view.</p> <p>Consider the location of construction camps away from communities in order to avoid social conflict with the surrounding communities.</p> <p>Submit to the relevant MC for approval of a detailed layout plan for the development of the construction camp showing the relative locations of all temporary buildings and facilities that are to be constructed together with the location of site roads, fuel storage areas (for use in power supply generators), solid waste management and dumping locations, and drainage facilities, prior to the development of the construction camps.</p> <p>Local authorities responsible for health, religious and security shall be duly informed on the set up of camp facilities so as to maintain effective surveillance over public health, social and security matters</p>
Construction Camp Facilities	<p>Lack of proper infrastructure facilities, such as housing, water supply and sanitation facilities will generate social issues and impacts on health and environment.</p>	<p>Contractor shall provide the following facilities in the campsites:</p> <p>Adequate ventilation facilities</p> <p>Safe and reliable drinking water supply for personal hygiene (washing or bathing)</p> <p>Adequate housing for all workers</p> <p>Safe and reliable drinking water supply. Water supply from tube wells that meets the Punjab Environment Quality Standards</p> <p>Hygienic sanitary facilities, hand washing facilities and sewerage system.</p> <p>The toilets and domestic waste water will be collected</p>

Activity/ Impact Source	EHS Concerns/issues	Mitigation Measures/ Management Guidelines
		<p>through a common sewerage.</p> <p>Provide separate latrines and bathing places for males and females with total isolation by wall or by location. Female toilets should be clearly marked in language or signage clearly understood by the persons using them to avoid miscommunication. The minimum number of toilet facilities required is one toilet for every ten persons.</p> <p>Storm water drainage facilities. Both sides of roads are to be provided with shallow v drains to drain off storm water to a silt retention pond which shall be sized to provide a minimum of 20 minutes retention of storm water flow from the whole site. Channel all discharge from the silt retention pond to natural drainage via a grassed swale at least 20 meters in length with suitable longitudinal gradient.</p> <p>Paved internal roads. Ensure with grass/vegetation coverage to be made of the use of top soil that there is no dust generation from the loose/exposed sandy surface. Pave the internal roads of at least haring-bond bricks to suppress dusts and to work against possible muddy surface during monsoon.</p> <p>Provide child crèches for women working on the construction site. The crèche should have facilities for dormitory, kitchen, indoor/outdoor play area. Schools should be attached to these crèches so that children are not deprived of education whose mothers are construction workers</p> <p>Provide in-house community/common entertainment facilities. Dependence of local entertainment outlets by construction camps to be discouraged/prohibited to the extent possible.</p>
Disposal of Labor Camp waste	Management of wastes is crucial to minimize impacts on the environment as well as on the health of the workers/labor	<p>The Contractor shall:</p> <p>Ensure proper collection and disposal of solid wastes within the construction camps</p> <p>Insist waste separation by source; organic wastes in one pot and inorganic wastes in another pot at household level.</p> <p>Store inorganic wastes in a safe place within the household and clear organic wastes on daily basis to waste collector. Establish waste collection, transportation and disposal systems at their own.</p> <p>Dispose organic wastes in a designated safe place on daily basis. At the end of the day cover the organic wastes with a thin layer of sand so that flies, mosquitoes, dogs, cats, rats, are not attracted. One may dig a large hole to put organic wastes in it; take care to protect groundwater from contamination by leachate formed due to decomposition. Cover the bed of the pit with impervious layer of materials (clayey, thin concrete) to protect groundwater from</p>

Activity/ Impact Source	EHS Concerns/issues	Mitigation Measures/ Management Guidelines
		<p>contamination.</p> <p>Locate the garbage pit/waste disposal site min 500 m away from the residence so that peoples are not disturbed with the odor likely to be produced from anaerobic decomposition of wastes at the waste dumping places. Encompass the waste dumping place by fencing and tree plantation to prevent children to enter and play with.</p> <p>All solid waste will be collected and removed from the work camps and disposed in approval waste disposal sites.</p>
Fuel supplies for cooking purposes	Illegal sourcing of fuel wood by construction workers will impact the natural flora and fauna	<p>The Contractor shall:</p> <p>Provide fuel to the construction camps for their domestic purpose, in order to discourage them to use fuel wood or other biomass.</p> <p>Make available alternative fuels like natural gas or kerosene on ration to the workforce to prevent them using biomass for cooking.</p> <p>Conduct awareness campaigns to educate workers on preserving the protecting of biodiversity in the project area, and relevant government regulations and punishments on wildlife protection.</p>
Health and Hygiene	There will be a potential for diseases to be transmitted including COVID-19, malaria, exacerbated by inadequate health and safety practices. There will be an increased risk of work crews spreading sexually transmitted infections and HIV/AIDS.	<p>The Contractor shall:</p> <p>Provide adequate health care facilities within construction sites.</p> <p>Provide first aid box facility at the construction site round the clock. Maintain stock of medicines in the first aid facility in camp sites facility and appoint fulltime designated first aider or nurse.</p> <p>Provide ambulance facility for the laborers during emergency to be transported to nearest hospitals and telephone/mobile facility to call for Emergency Services 1122.</p> <p>Initial health screening of the laborers coming from outside areas</p> <p>Train all construction workers in basic sanitation and health care issues and safety matters, and on the specific hazards of their work</p> <p>Provide HIV awareness programming, including STI (sexually transmitted infections) and HIV information, education and communication for all workers on regular basis</p> <p>Provide adequate drainage facilities throughout camps to ensure that disease vectors habitats (stagnant water bodies, puddles) do not form.</p> <p>Regular mosquito repellent sprays in monsoon.</p> <p>Carryout short training sessions on best hygiene practices to</p>

Activity/ Impact Source	EHS Concerns/issues	Mitigation Measures/ Management Guidelines
		<p>be mandatorily participated by all workers.</p> <p>Place display boards at strategic locations within the camps containing messages on best hygienic practices</p> <p>Place display boards of contact information of nearest dispensary/health clinic/hospital</p>
Safety	<p>In adequate safety facilities to the construction camps may create security problems and fire hazards</p>	<p>The Contractor shall:</p> <p>Provide appropriate security personnel (police / home guard or private security guards) and enclosures to prevent unauthorized entry in to the camp area.</p> <p>Maintain register to keep track on a head count of persons present in the camp at any given time.</p> <p>Encourage use of flame proof material for the construction of labor housing/site office. Ensure that these houses/rooms are of sound construction and capable of withstanding storms/cyclones.</p> <p>Provide appropriate type of firefighting equipment suitable for the construction camps</p> <p>Display emergency contact numbers clearly and prominently at strategic places in camps.</p> <p>Communicate the roles and responsibilities of laborers in case of emergency in the monthly meetings with contractor.</p>
Food Safety	<p>There is potential for exposure to poisonous substances by ingestion</p>	<p>Suitable arrangements are to be made for provision of clean eating areas where workers are not exposed to the hazardous or noxious substances</p>
Site Restoration	<p>Restoration of the construction camps to original condition requires demolition of construction camps.</p>	<p>The Contractor shall:</p> <p>Dismantle and remove from the site all facilities established within the construction camp including the perimeter fence and lockable gates at the completion of the construction work.</p> <p>Dismantle camps in phases as the work decreases (do not wait for completion of the entire work.</p> <p>Give prior notice to the laborers before demolishing their camps/units</p> <p>Maintain the noise levels within the national standards during demolition activities</p> <p>Different contractors should be hired to demolish different structures to promote recycling or reuse of demolished material.</p> <p>Reuse the demolition debris to a maximum extent. Dispose remaining debris at the designated waste disposal site by MCs/ESFPs.</p> <p>Handover the construction camps with all built facilities as it is if agreement between both parties (contractor and land-owner) has been made so.</p>

Activity/ Impact Source	EHS Concerns/issues	Mitigation Measures/ Management Guidelines
		<p>Restore the site to its original condition or to an agreed condition with the landowner defined prior to the commencement of the works (in writing).</p> <p>Not make false promises to the laborers for future employment in O&M of the project.</p>

Table 2: Cultural and Religious Issues

Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Construction activities	Disturbance in performance of religious activities	<p>The Contractor shall:</p> <p>Provide separate prayer facilities (men and women) to the construction workers.</p> <p>Show appropriate and non-biased behavior with all construction workers irrespective of their religious or cultural affinities</p> <p>Allow the workers to participate in praying during construction time</p> <p>Inform the local authorities responsible for health, religious and security duly informed before commencement of civil works so as to maintain effective surveillance over public health, social and security matters</p> <p>In case of working during COVID-19 pandemic, SOPs for prayers in Mosque issued by the Government of Punjab, will be applicable and it will be responsibility of contractor to sensitize the labor/workers about it</p>

Table 3: Workers/Labor Health and Safety at Construction Site

Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Construction Activities	Construction works may pose health and safety risks to the construction workers and site visitors leading to severe injuries and deaths. The population in the proximity of the construction site and the construction workers will be exposed to a number of (i) biophysical health risk factors, (e.g. noise,	<p>The Contractor shall:</p> <p>Implement suitable safety standards for all workers and site visitors which should not be less than those laid down on the international standards (e.g. International Labor Office guideline on ‘Safety and Health in Construction; World Bank Group’s ‘Environmental Health and Safety Guidelines’) and contractor’s own national standards or statutory regulations, in addition to complying with the national acts and rules of the Government of Pakistan</p> <p>Provide the workers with a safe and healthy work environment, taking into account inherent risks in its particular construction activity and specific classes of</p>

Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
	<p>dust, chemicals, construction material, solid waste, waste water, vector transmitted diseases etc), (ii) risk factors resulting from human behavior (e.g. STD, HIV etc) and (iii) road accidents from construction traffic.</p>	<p>hazards in the work areas, Provide Personal Protection Equipment (PPEs)¹ for workers, such as safety boots, helmets, masks, gloves, protective clothing, goggles, full-face eye shields, and ear protection. Maintain the PPE properly by cleaning dirty ones and replacing them with the damaged ones. Safety procedures include provision of information, training and protective clothing to workers involved in hazardous operations and proper performance of their job Appoint an environment, health and safety manager to look after the health and safety of the workers Inform the local authorities responsible for health, religious and security before commencement of civil works and establishment of construction camps so as to maintain effective surveillance over public health, social and security matters</p>
	<p>Child and pregnant labor</p>	<p>The Contractor shall: not hire children of less than 14 years of age and pregnant women or women who delivered a child within 8 preceding weeks, in accordance with the Employment of Children Act (2015)² and Pakistani Labor Laws and policies respectively .</p>

¹ Table 4 presents general examples of occupational hazards and types of PPE available for different purposes.

² The ECA 2015 defines a child as a person who has not completed his/her 14th year of age. The ECA states that no child shall be employed or permitted to work in any of the occupations set forth in the ECA (such as transport sector, railways, construction, and ports) or in any workshop wherein any of the processes defined in the Act is carried out

Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
Accidents	Lack of first aid facilities and health care facilities in the immediate vicinity will aggravate the health conditions of the victims	<p>Provide health care facilities and first aid facilities are readily available. Appropriately equipped first-aid stations should be easily accessible throughout the place of work</p> <p>Document and report occupational accidents, diseases, and incidents.</p> <p>Prevent accidents, injury, and disease arising from, associated with, or occurring in the course of work by minimizing, so far as reasonably practicable, the causes of hazards. In a manner consistent with good international industry practice.</p> <p>Identify potential hazards to workers, particularly those that may be life-threatening and provide necessary preventive and protective measures.</p> <p>Provide awareness to the construction drivers to strictly follow the driving rules</p> <p>Provide adequate lighting in the construction area and along the roads</p>
Water and sanitation facilities at the construction sites	Lack of Water sanitation facilities at construction sites cause inconvenience to the construction workers and affect their personal hygiene.	<p>The contractor shall provide separate portable toilets and hand washing facilities at the construction sites, if about 25 people are working the whole day for a month. Location of portable facilities should be at least six m away from storm drain system and surface waters. These portable toilets should be cleaned once a day and all the sewerage should be pumped from the collection tank once a day and should be brought to the common septic tank for further treatment.</p> <p>Contractor should provide bottled drinking water facilities to the construction workers at all the construction sites.</p>
Other issues	Potential risks on health and hygiene of construction workers and general public	<p>The Contractor shall follow the following management measures to reduce health risks to the construction workers and nearby community:</p> <p>Drainage Management</p> <p>Air Quality Management</p> <p>Noise and Vibration Management</p> <p>Road Transport and Road Traffic Management</p>
Trainings	Lack of awareness and basic knowledge in health care among the construction workforce, make them susceptible to potential diseases.	<p>The Contractor shall:</p> <p>Train all construction workers in basic sanitation and health care issues (e.g., how to avoid COVID-19, malaria and transmission of sexually transmitted infections (STI) HIV/AIDS.</p> <p>Train all construction workers in general health and safety matters, and on the specific hazards of their work Training should consist of basic hazard awareness, site specific</p>

3 .SOPs issued by the GoPunjab during COVID-19 Pandemic will be implemented

Activity/ Impact Source	Impacts	Mitigation Measures/ Management Guidelines
		<p>hazards, safe work practices, and emergency procedures for fire, evacuation, and natural disaster, as appropriate.</p> <p>Commence the COVID-19, malaria, HIV/AIDS and STI education campaign before the start of the construction phase and complement it with by a strong condom marketing, increased access to condoms in the area as well as to voluntary counseling and testing.</p> <p>Implement COVID-19, malaria, HIV/AIDS and STI education campaign targeting all workers hired, international and national, female and male, skilled, semi- and unskilled occupations, at the time of recruitment and thereafter pursued throughout the construction phase on ongoing and regular basis. This should be complemented by easy access to condoms at the workplace as well as to voluntary counseling and testing.</p>

Table 4: Summary of Recommended Personal Protective Equipment According to Hazard⁴

Objective	Workplace Hazards	Suggested PPE
Eye and face protection	Flying particles, molten metal, liquid chemicals, gases or vapors, light radiation.	Safety Glasses with side-shields, protective shades, etc.
Head protection	Falling objects, inadequate height clearance, and overhead power cords.	Plastic Helmets with top and side impact protection.
Hearing protection	Noise, ultra-sound.	Hearing protectors (ear plugs or ear muffs).
Foot protection	Falling or rolling objects, pointed objects. Corrosive or hot liquids.	Safety shoes and boots for protection against moving & falling objects, liquids and chemicals.
Hand protection	Hazardous materials, cuts or lacerations, vibrations, extreme temperatures.	Gloves made of rubber or synthetic materials (Neoprene), leather, steel, insulating materials, etc.
Respiratory protection	Dust, fogs, fumes, mists, gases, smokes, vapors.	Facemasks with appropriate filters for dust removal and air purification (chemicals, mists, vapors and gases). Single or multi-gas personal monitors, if available.
	Oxygen deficiency	Portable or supplied air (fixed lines). On-site rescue equipment.
Body/leg protection	Extreme temperatures, hazardous materials, biological agents, cutting and laceration.	Insulating clothing, body suits, aprons etc. of appropriate materials.

⁴ Source: IFC Environmental, Health, and Safety (EHS) Guidelines