Bid Reference No.: 55-DM-FACADE-HA)/2024

MINISTRY OF HOUSING & WORKS
FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY

NATURE OF WORK: IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD.

Volume-I **TECHNICAL BID**

CONDITIONS OF CONTRACT

TECHNICAL SPECIFICATIONS

A. PAK PWD Specifications (Shall be provided by successful bidder)
B. Specifications (for Non-Schedule items)

TENDER DRAWINGS

Volume-II **PRICE BID**

- Letter of Price Bid
- Preamble to Estimates
- Estimates

Issued to M/s _____

Signature: _____

July 2024

Deputy Director (Development)
Directorate of Maintenance,
Federal Government Employees Housing Authority
Bazar # 5, Street # 13, G-13/3,
Islamabad.

Bid Reference No. 55-DM-FACADE-HA)/2024

MINISTRY OF HOUSING & WORKS
FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY

NATURE OF WORK: IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD.

SINGLE STAGE – TWO ENVELOPES
(SSTE) BIDDING PROCEDURE

BIDDING DOCUMENTS
VOLUME-I

CONDITIONS OF CONTRACT

- Instructions To Bidders
- Bidding Data
- Appendices
- Part- I General Conditions Of Contract (FIDIC)
- Part-II Particular Conditions Of Contract
- Part-III Special Provisions

TECHNICAL SPECIFICATIONS

- PAK PWD Specifications (Shall be provided by successful bidder)
- Specifications (for Non-Schedule items)

TENDER DRAWINGS

July 2024

Bid Reference No.: 55-DM-FACADE-HA)/2024

MINISTRY OF HOUSING & WORKS
FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY

NATURE OF WORK: IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD.

INFORMATION OF TENDER/ CALL DEPOSIT

Name of Firm/Contractor _____

_____

Full Address of Firm/Contractor _____

_____

_____

Amount of Call Deposit/Bank Guarantee (3 %) (Three percent) of Bid Price

(Original Hard Copy of Call deposit (3%) as Bid Security must be submitted to Deputy Director (Maintenance) up to 12:00 Hrs dated 11-06-2024 & if any additional Performance security (Call Deposit), that must be submitted separate in sealed condition

Call Deposit (s)# _____

Call Deposit (s) Date _____

Name of Bank from Call Deposit _____

Issued / Obtained _____

_____

Deputy Director (Development)
Directorate of Maintenance
Federal Government Employees Housing Authority
Bazar # 5, Street # 13, G-13/3, Islamabad.
Tel: 051-9334607

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DRAWINGS

INVITATION
FOR
BIDS



FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY
DIRECTORATE OF MAINTENANCE
BAZAR # 5, STREET # 13, SECTOR G-13/3,
ISLAMABAD
****

Federal Government Employees Housing Authority (FGEHA), Ministry of Housing & Works, Government of Pakistan invites Online / Electronic Tenders from reputed construction firms having adequate experience in the following works:-

A.	**IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD.**	**Earnest Money:** Bid Security 3.0 % of NIT amount

1. The firm must have Valid Registration in Category C-5 & above with Pakistan Engineering Council (PEC) up to 30-06-2025, possessing relevant fields of specialization, and having valid Income Tax (NTN) & SalesTax Registration with FBR.
2. **Single Stage Two Envelope (SSTE)** Bidding Procedure will be adopted. Envelopes containing technical information of bids must be clearly marked as **"Technical Bid"**, and the envelopes containing the Bid Price must be clearly marked as **"Financial Bid."**
3. Interested Bidders may download the NIT / bidding documents from e-PADS (***https://eprocure.gov.pk***), PPRA Website (***www.ppra.org.pk***) and FGEHA Website (***www.fgeha.gov.pk***).
4. Interested Bidders may visit the project site to get acquainted with the existing conditions and also to get familiar with the quantum of work and nature of assignment.
5. A Pre-bid meeting will be held on **11-07-2024 at 11:00 Hours**, at Federal Government Employees Housing Authority (FGEHA), Directorate of Maintenance, Bazar # 5, Street # 13, Sector G-13/3, Islamabad.
6. The Proposals (Technical & Financial), prepared in accordance with the instructions provided in the NIT, **must be submitted on e-PADS (*https://eprocure.gov.pk*) through electronic means only, upto 12:00 Hrs dated 18-07-2024.** Technical Proposals shall be opened on the same date at **12:30 Hrs.**
7. E-Tenders without attachment of Bid Security in favour of FGEHA equal to 3.0 % of NIT amount shall be rejected.
8. Proposal(s) received after prescribed time and date shall be rejected.
9. Partial, incomplete and conditional bids shall not be considered.
10. The bidders providing fake, forged, unsubstantiated and false information shall be liable to legal actions i.e. disqualification or blacklisting.
11. Financial Proposal(s) of only Technically Responsive & Qualified Firms will be opened at the date and time to be determined and communicated later.
12. All the applicable Federal/Provincial taxes (income tax, sales tax, etc.) must be included while preparing the Financial Proposal and are required to be built in the quoted rates and not to be mentioned separately.
13. FGEHA reserves the right to reject any or all the Bids as per PPRA Rules due to any reason thereof. The decision of FGEHA shall be final and binding on all the bidders under rule 33.1 of PPRA.

14. FGEHA shall not entertain any claim whatsoever for cost(s) incurred by the bidders for preparation and submission of the bids.

Deputy Director Development, FGEHA,
Directorate of Maintenance
Bazar # 5, Street # 13, Sector G-13/3,
Islamabad Phone # 051-9334607;
www.fgeha.gov.pk

Deputy Director (Development)
Directorate of Maintenance
Federal Government Employees Housing Authority
Bazar # 5, Street # 13, G-13/3, Islamabad.
Tel: 051-9334607

INSTRUCTIONS
TO
BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

The Employer as defined in the Bidding Data Sheet hereinafter called "the Employer" wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data Sheet hereinafter referred to as the "Works".

The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

2.1 The Employer has applied for/received a loan/credit from the source (s) indicated in the Bidding Data Sheet in various currencies towards the cost of the project specified in the Bidding Data Sheet and it is intended that part of the proceeds of this loan/credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

3.1 This Invitation for Bids is open to all bidders meeting the following requirements:

a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.

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

IB.6 Site Visit

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.

The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders.
2. Bidding Data 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/Bond and Form of Indemnity Bond for Secured Advance
12. Drawings.

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

IB.8 Clarification of Bidding Documents

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 28 days prior to the deadline for submission of bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

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

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

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

C. PREPARATION OF BIDS

IB.10 Language of Bid

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 Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 **Documents Comprising the Bid**

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.

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 failing which the contract and the letter of acceptance shall stand void and redundant.



(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.

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

Unless stated otherwise in the Bidding 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.

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.

All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder. Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.



The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix C to Bid and shall submit with the bids such other supporting information as required under the said clause.

IB.13 Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

The rates of exchange to be used by the bidder for currency conversion shall be the TT & OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Bid Validity

Bids shall remain valid for the period stipulated in the Bidding Data Sheet after the Date of Bid Opening specified in Clause IB.23.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

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.



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.

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

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.

The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

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;
  (ii) Sign the Contract Agreement, or
  (iii) Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

IB.16 Alternate Proposals by Bidder

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.

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

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 Bidding 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.



The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.

Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in 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.

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

IB.18 Format and Signing of Bid

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

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

No alteration is to be made in the Letters of Price and Technical Bids 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.

The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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 unamended printed literature, shall be signed or initialed by the person signing the bid.

Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

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.

Bidders should retain a copy of the Bidding Documents as their file copy.



D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB.19 Sealing and Marking of Bids

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 IB 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.

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.

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

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

(a) Bids must be received by the Employer at the address specified no later thanthe 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.

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. (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, Substitution and Withdrawal of Bids

Any bidder may modify**,** substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

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.

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.

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 FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB. 23 Bid Opening

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.

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.

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.

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.

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 IB 21.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.



Preliminary Examination of Technical Bids

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.

The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.

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.

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.

The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publically 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.

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.

If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Employer.



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 fifteen (15) 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

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.

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

Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

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.

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 which shall be responded in writing.



IB.27 Correction of Errors

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.

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

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

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; and

(c) Making an appropriate adjustment for any other acceptable variation or deviation.

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.

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 Clause 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 OFCONTRACT

IB.29 Award

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.

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

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").

No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.

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.

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

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 28 days after the receipt of Letter of Acceptance.

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 Contract Agreement

Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

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, interalia, 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.

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 Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

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



[NOTES ON BIDDING DATA SHEET]

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

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

(a) Information that specifies and complements the provisions of section; Instruction to Bidders must be incorporated.

(b) Amendments and/or supplements, if any, to the provisions of Instructions to Bidders, necessitated by the circumstances of each individual contract, can be introduced only in this section since Instructions to Bidders will remain unchanged.

Bidding Data Sheet

The following specific data for the Works to be bidded 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.

[Instructions are provided, as needed, in italics.]

Instructions to Bidders

Clause Reference

1.1 Name and address of the Employer:

Director General,
Federal Government Employees Housing Authority (FGEHA),
10-Mauve Area, Sector G-10/4,
Islamabad.

The Employer's Representative is:

Deputy Director Development
Federal Government Employees Housing Authority (FGEHA),
Directorate of Maintenance, Bazar # 5, Street # 13, Sector G-13/3, Islamabad.

1.1 Name of the Project & Summary of the Works:

IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD

The works comprise of above mentioned park no 9 and other associated works complete in all respect. The work shall also include all the engineering services, including but not limited to Earthwork, construction of boundary wall, fencing, Horticulture work, electrical work, installation of playing equipment's as well as minor works of water supply, drainage and sewerage system shall be completed in all respects as per Contract Drawings, Specifications and Bill of Quantities.

2.1 Name of the Borrower/Source of Financing/Funding Agency:

Self-Financing

2.1 Amount and type of financing:

Self-Financing

add the text of Sub-clause 3.1 and substitute with the following:

(a) Only local bidders duly licensed by PEC in Category C-5 and above with specialization codes CE-09, CE-10 & BC-03 are eligible to bid.

8.1 Time limit for clarification:

Delete the word "28 days" and replace with "03 working days".

10.1 Bid language:

English

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

Volume – I

i) Letter of Technical Bid
ii) Bid security
iii) Written power of attorney authorizing the signatory of the Bid
iv) Original Bidding Documents (Volume – I)
v) Duly filled in Schedules to Bid (except Appendix-D to Bid)
vi) Qualification documents establishing bidders' eligibility as per Appendix-M.
vii) Past performance, Current Commitment, Qualification and Experience as per Appendix-N

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

Volume – II

i) Letter of Price Bid
ii) Bid Security in accordance with clause IB-15
iii) Preamble to Bill OF Quantities (BOQ)
iv) Appendix – D to Bid (Bill of Quantities)

Delete the text of sub-clause 11.2 and substitute with the following:

"Joint Venture (JV) is not allowed.

Clause IB 12.2 Bid Price
Sub-Clause 12.2: Delete the text of sub-clause 12.2 and substitute with the following:

For Schedule and Non-Schedule items, Bidder shall quote premium in the form of percentage above or below the estimated price put to bid provided in the summary of estimate. Prices provided in the estimate against items are complete inclusive value of the finished work without any hidden technical and/or financial reservations or implications. Bidders shall not modify, change, nor add any footnotes or any conditions to the estimate.



Sub-Clause 12.3: Delete the text of sub-clause 12.3 and substitute with the following:

The bidder shall obtain all information as to Pakistan Income Tax, General Sales Tax, Salaries Tax, Company Taxes, Municipal Coteries, Levies and any other taxes imposed by the Government of Pakistan/Provisional Government/local bodies, export and import duties and necessary permits and conform the requirements thereof at his own responsibility and include the same in quoted Bid Price. The quoted Bid Price shall also include the cost of accepting the general risks/liabilities and obligations set forth or implied in the Contract. No claim at any later stage on this account will be entertained.

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.

Sub-Clause 12.4: Delete the text of sub-clause 12.4 and substitute with the following:

The sub-clause is deleted in its entirety.

Delete the text and substitute:

Bid is quoted in percentage on schedule & non-schedule items separately by the Bidder entirely in Pak Rupees. The Employer shall make payments only in Pak Rupee and no foreign currency payments are admissible. A Bidder expecting to incur expenditure in other currencies for inputs to the Works supplied from outside the Employer's country shall bear all costs and risks for arranging the requirement of such currencies through his own resources.

The sub-clause is deleted in its entirety.

14.1 Period of Bid Validity:

120 days from the date of submission of bids.

15.1 Amount of Bid Security:

3 % (three percent) of the NIT Amount.

The sub-clause is deleted in its entirety.

The sub-clause is deleted in its entirety.

Venue, time, and date of the pre-Bid meeting:

As mentioned in the NIT.

Delete the text of sub-clause 17.2 and substitute with the following:

The Bidders are requested to submit any questions in writing to reach the Employer one (01) day before the date given for pre-bid meeting.

18.4 Number of copies of the Bid to be completed and returned:

One Original and one copy.

19.2(a) Employer's address for the purpose of Bid submission:

Deputy Director Maintenance,
Federal Government Employees Housing Authority (FGEHA),
Directorate of Maintenance,
Bazar # 5, Street # 13, G-13/3,
Islamabad.

19.2(b) Name and Number of the Contract:

IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD.

Bid Reference No:55-DM-FACADE-HA)/2024

20.1(a) Deadline for submission of bids:

As mentioned in NIT

23.1 Venue, time, and date of Bid opening:

As mentioned in NIT

32.1 Delete the text of Sub-Clause 32.1 and substitute with the following:

The successful bidders shall provide Performance Security in the prescribed Form annexed to these Documents. The said security shall be furnished by the successful bidder within fourteen (14) days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to ten percent (10%) of the Contract price in the currency (ies) of the contract at the option of the bidder, in the form of Bank Guarantee from any Scheduled Bank in Pakistan or form a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR.

Delete the text of Sub-Clause 33.1 and substitute with the following:

The successful Bidder shall submit along with the Performance Security a draft copy of agreement as per the Form of Agreement within the time period stipulated in clause IB-32.1 provided in the Bidding Documents, incorporating all agreements between the parties.

Delete the text of Sub-Clause 33.2 and substitute with the following:

The formal agreement between the Employer and the successful bidder shall be executed within fourteen (14) days after the receipt of the Letter of Acceptance but

after the submission of Performance Security as per Sub-Clause 32.1 hereof.

Letters of Technical Bid
And
Appendices to Bid



LTB-1

Letter of Technical Bid

Date: .....
Bid Reference No: 55-DM-FACADE-HA)/2024

To: ***Deputy Director (Development), Federal Government Employees Housing Authority, Bazar # 05, Street # 13, G-13/3, Islamabad.***

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 ***120 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 our priced bid, 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……..

SPECIAL STIPULATIONS
Clause 60.1
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	2 % of the Contract Price stated in the letter of acceptance.
2	Variation	2.1(b) (viii)(b)	No approval is required by the engineer if the amount needed is up to or less than Rs. 1,000,000.00 (One Million only).
3.	Law applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan
4.	Amount of Performance Security	10.1	10% (Ten percent) of the Contract Price stated in the Letter of acceptance, in the form of either a Bank Guarantee from any schedule Bank of Pakistan or any other insurance company operating in Pakistan having AA or AA+ rating from PACRA/JCR and acceptable to the employer.
5.	Time for Furnishing Programme	14.1	Within Fourteen (14) days from the date of receipt of Letter of Acceptance.
6.	Minimum amount of Third Party Insurance	23.2	Rs. 500,000 (Five Hundred Thousand) per occurrence with number of unlimited occurrences from insurance company operating in Pakistan having AA or AA+ rating from PACRA/JCR and acceptable to the employer.
7.	Time for Commencement	41.1	Within Seven (07) days from the date of receipt of Engineer's Notice to Commence which shall be issued within seven (07) days after signing of Contract Agreement.
8.	Time for Completion	43.1, 48.2	**90 Days (03 months)** from the date ofreceipt of Engineer's Notice to Commence.
9.	a) Amount of Liquidated Damages	47.1	One tenth of one percent (0.10%) 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	47.3	(N/A)



10.	Defects Liability Period	49.1	365 days (01 Year) from the effective date of Taking Over Certificate.
11.	a) Percentage of Retention Money	60.2	10 % of the amount of Interim Payment Certificate.
	b) Release of Retention Money		1) 50% on the release of TOC from the Authority 2) 50% on the expiration of Defect Liability Period
12.	Limit of Retention Money	60.2	5 % of Contract Price stated in the Letter of Acceptance.
13.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	28 days
14.	Mobilization Advance * (Interest Free)	60.12	Deleted.
15.	Water Supply and Electricity	-	All arrangements for water supply and Electricity during execution of works shall be made by the Contractor at his own cost. All charges shall be deemed included in the bid price of the contractor.
16.	Water Charges	-	The contractor shall have to pay 0.5% royalty (water charges) for the water drawn from underground aquifer of the site, which shall be deducted from each IPC. If contractor uses the water at his own expenses/sources then employer will certify with the recommendation of the Engineer at the stage of each IC to waive of the deduction.
17.	Idling Charges	-	No Idling Charges shall be claimed by the Contractor.
18.	Payment to Material Suppliers	-	As per contract it will be responsibility of the contractor to make payments to the material supplier directly.



FOREIGN CURRENCY REQUIREMENTS
(If required and only in case of International Bidding)

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.

]

2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums_____%.

3. Table of Exchange Rates

NOT USED

Unit of Currency	**Equivalent in Pak. Rupees**
Australian Dollar	----------
Euro	----------
Japanese Yen	----------
U.K. Pound	----------
U.S. Dollars	----------
----------	----------
----------	----------

PRICE ADJUSTMENT UNDER CLAUSE 70 OF CONDITIONS OF CONTRACT

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows:
(To be filled by the Employer)

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion		
(ii)	Local Labour (Skilled & Unskilled) With unskilled as representative items.		Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags. Portland cement shall be considered representative items for all types of cement.		" " "
(iv)	Reinforcing Steel. ½ "diameter round bar is the representative item for all types of steel to be used in this project.		" " "
(v)	High Speed Diesel (HSD)		" " "
(vi)	Crushed Stone (Coarse Aggregate)		" " "
(vii)	Sand (Fine Aggregate)		" " "
	Total		" " "

NOT USED

Notes:

1) Indices for "(ii)" to "(vii)" are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.

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

Appendix-E to Bid

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, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

Description	**Time for Completion**
IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD.	Three (03) Months

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

3. 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.

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						

Equipment:

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

No.	PLANT/EQUIPMENT				
	Equipment Type and Characteristics	**Total Nos. available**	**Under Utilization on other projects, if applicable**	**Nos. waiting to be shifted to new project(s)**	**Min. Number Required for this Project**
1.	Tower hoist, Min. (Capacity 01 Ton, height up to 6th floors:02 Nos)				
2.	Bucket crane Truck Min (02 Nos)				
3.	Survey Equipment's Total Station, Auto Level) Min.01/each				
4.	Safety Equipment (Head ,footwear safety, safety harness, safety signs etc) 20 set				

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

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.

    a) Power (expected power load, etc.).
    b) Water (required amount and system proposed).
    c) Sanitation (sewage disposal system, etc.).

3. Construction of Facilities (if required)

    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.). The Contractor should mention here what are his proposed environmental measures for the project as per EPA rules like treatment of wastewater and water quality etc. The Contractor shall submit a detailed EMP (Environmental Management Plan) to describe how materials are removed from site and disposed off at a safe location, prevention for the contamination of ground and surface water in neighboring areas etc. including remedial measures for adoption.
6. Detail of testing Lab with testing equipment etc.

LIST OF SUBCONTRACTORS

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

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

Part of Works (Give Details)	**Subcontractor (With Complete Address)**
1	2
(Not Allowed)	

NOT USED

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:

Quarter/Year/ Period	**Amounts (1,000 Rs.)**
1	**2**
1st Month	
2nd Month	
3rd Month	
Bid Price	

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOUR

BL-1
Appendix-L toBid

(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.55-DM-FACADE-HA)/2024 Dated_____
Contract Value: _____
Contract Title: **IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD.**

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

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

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

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

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

Name of Employer: FGEHA, Islamabad.
Signature: ……..
[Seal]

Name of Contractor: ……
Signature: ……
[Seal]

BM-1
Appendix-M to Bid

QUALIFICATION CRITERIA

Qualification of Bidders shall be evaluated on the basis of mentioned criteria with 70% Cumulative score and at least 50% score in each category regarding the bidder's financial soundness, experience record, personnel capabilities and equipment capabilities, in addition to fulfillment of mandatory requirements.

The Employer reserves the right to waive minor deviations, if they do not materially affect the capability of the Bidder to perform the Contract.

A. Mandatory Requirements:

i) Only **local bidders** duly licensed by PEC in Category C-5 and above with specialization codes **CE09, CE10**, **BC03** are eligible to participate in the Bidding Process.

ii) An undertaking stating that requisite bid security (and additional performance bond in case of bid price more than 10 % below the price of NIT) is sealed with the envelope of Price Bid.

iii) Affidavit on non-judicial stamp paper of Rs.100/- duly notarized regarding no blacklisting prepared within the current month of submission of bidding document.

iv) Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder. In case, the firm is involved in any litigation, the details/updated status shall be provided. Any firm involved in litigation and in case majority of decisions went against that firm or if the firm is blacklisted by any Govt./Semi- Govt./Autonomous body, shall be disqualified.

v) Registration with income tax department (Valid NTN).

vi) On Active Tax Payers List at the time of submission of Bid.

Provisions listed above and also in the Advertisement Notice are mandatory to be complied with prior to scrutiny of documents.

B. DETAILED REQUIREMENTS:

The detailed qualification evaluation shall be carried out on the basis of the criteria for the different categories and minimum passing marks prescribed hereunder:

Sr. No.	Category	Weightage/Marks
1.	Experience Record	50
2.	Personnel Capabilities	15
3.	Equipment Capabilities	15
4.	Financial Soundness	20
	Total:	**100**

Note: Technical qualification status shall be decided on the basis of Pass/Fail approach. The applicant firm must secure at least 50% score in each category and an overall score of 70 % for passing.

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

a) General Experience

Credit Marks for experience shall be awarded on the basis of the following criteria:

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
a)	Experience as Prime Contractor in execution of **EXTERIOR FACADE OR CLADDING WORKS OF BUILDING** completed during last six (06) years or in-hand.	15 + 10 = 25	• 5 marks will be awarded for each completed project having cost ≥ Rs. 15 Millions maximum up to 15 marks • 3 marks will be awarded for each completed project having cost from Rs. 07 Million to Rs. 14.99 Millions maximum up to 15 marks • 5 marks will be awarded for each in-hand project having cost ≥ Rs. 15 Millions maximum up to 10 marks • 2.5 marks will be awarded for each in-hand project having cost from Rs. 7 Million to Rs.14.99 Millions maximum up to 10 marks. • No marks will be given for projects having cost less than 07 million.
b)	Experience as Prime Contractor in execution of **EXTERIOR IMPROMENT / FINISHING WORK OF BUILDING** completed during last six (06) years or in-hand.	15 + 10 = 25	• 5 marks will be awarded for each completed project having cost ≥ Rs. 15 Millions maximum up to 15 marks • 3 marks will be awarded for each completed project having cost from Rs. 07 Million to Rs. 14.99 Millions maximum up to 15 marks • 5 marks will be awarded for each in-hand project having cost ≥ Rs. 15 Millions maximum up to 10 marks • 2.5 marks will be awarded for each in-hand project having cost from Rs. 07 Million to Rs. 14.99 Millions maximum up to 10 marks. • No marks will be given for projects having cost less than 07 million.
	Total Marks Allocated	**50**	

Note:

i. ***The bidder / applicants must provide "Letter of Award" of in-hand projects and Taking Over/Completion Certificate of completed projects. No marks shall be given to the projects for which above letter/certificate is not provided.***

ii. ***Applicant shall provide complete information of the projects including scope, cost and area etc.***

b) Personnel Capabilities

Credit Marks shall be awarded under this category using the following criteria:

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
i)	B.Sc. Engineers registered with Pakistan Engineering Council (PEC)	5	**1. Project Engineer's (Civil):** Five (04) Marks shall be awarded, if the firm has at least 01 Project Engineer having Bachelor's in Civil Engineering registered with PEC as Registered Engineer's (RE) having 08 years of Experience.
ii)	Associates Engineers (DAE)	10	**1. Quantity Surveyor (01 No.) :** Two (02) Marks Shall be awarded, if the firm has a Quantity Surveyor having DAE in Civil and having 6 years of experience. **2. Site Supervisor (Civil) (03 No.):** Two (02) Marks Shall be awarded, if the firm has a Site Supervisor having DAE in Civil and having 5 years of experience. **3. Surveyor (01 No.):** Two (02) Marks Shall be awarded, if the firm has a Surveyor having Diploma in Surveying & Levelling and having 5 years of experience.
Total Marks Allocated		**15**	

Note: The applicant must provide verifiable proof of employment of the staff and attach detailed CVs & valid PEC Registration Certificate/Diploma/Certificates of the Engineer, DAEs staff. Zero marks shall be awarded in case of non-availability of any such certificate and CVs.

c) Equipment Capability

Credit Marks Shall be awarded on the basis of the following criteria for various kinds of equipment relevant of the project. High value equipment should be an option to purchase, lease or hire.

Sr. No.	Equipment Type and Characteristics	Minimum Required	Maximum Marks
1.	Tower hoist, Min. (Capacity 01 Ton, height up to 6th floors)	02 Nos.	5
2.	Bucket crane Truck	02 No.	5
3.	Survey Equipment's Total Station & Auto Level	01 No. Each	2.5
4.	Safety Equipment(Head ,footwear safety, safety harness, safety signs etc) 20 set	20 Sets	2.5
	Total Marks Allocated		**15**

Note:

i) Proportionate marks will be awarded if minimum number of corresponding equipment is less than minimum required.

ii) Applicant must provide an undertaking to the effect that the aforementioned equipment is available with the firm on judicial stamp paper.

d) Financial Soundness

Credit Marks shall be awarded on the basis of the following criteria:

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
a)	**Average Annual Turn Over during the last (03) years.**	10	• Ten (10) Marks shall be awarded if the average Annual Turnover for last three (03) years is equal to or greater than Rs. 15 Million. • Seven (7) marks shall be awarded if the average annual turnover during the last three (03) years ≥ Rs. 07 million but < Rs. 15 million. • For limit less than Rs. 07 million no marks shall be awarded.
b)	**Average Liquid Assets during the last Three (03) years.**	10	• Ten (10) Marks shall be awarded if the Liquid Assets is equal to or greater than Rs. 15 Million. • Seven (07) marks shall be awarded if the Liquid Assets ≥ Rs. 07 million but < Rs. 15 million. • Zero marks shall be given, in case Liquid Assets is less than Rs. 07 million.
Total marks allocated		20	

Note: Audit reports for the last three (03) years duly certified by charted accountant must be attached. Zero marks shall be awarded in case of unavailability/absence of Audit reports for the last three (03) years.

BN-1
Appendix-N to Bid

PAST PERFORMANCE, CURRENT COMMITMENT, QUALIFICATION AND EXPERIENCE

1) General Construction Experience

Requirement	Bidder to Provide details	Role
Experience under construction contracts in the role of prime contractor for at least the last 5 years prior to the bid submission deadline.		

2) Contracts of Similar Size and Nature

Requirement	Bidder to provide specific details	Role
Projects of similar nature and complexity completed as a prime constructor in last five years.		

3) Personnel

No.	Position	Total No in the Firm	Minimum requirement for the Project*	Total Work Experience [years]	Nos. already posted on other projects	Nos. being allocated for this project	Professional credits points*
1			As stated in Appendix-M				
2			-"-				
3			-"-				
4			-"-				
5			-"-				

The Bidder must demonstrate that it has the personnel for the key positions that meet the minimum requirements as mentioned in Appendix M.



4) Data regarding past performance and present commitment of the Bidders:

Present Commitment								
Sr No.	**Name of ongoing project(s)**	**Name of Employer**	**Date of**		**Progress**		**Remarks regarding delays if applicable**	**Satisfactory performance certificate from employer (Minimum requirement)**
			Start	**Completion**	**%Age as planned**	**%Age at actual**		
1.								
2.								
3.								
4.								
5.								
6.								

Number of projects that a bidder can undertake to construct as per PEC works by laws is aggregate Professional Credit Points (PCPs) authorized for a category of licensee divided by the PCP of construction and capital cost of single project under consideration.

For example C-3 category contractor should have a minimum of 15 PCPs as per table 'A' below from the Bye Laws/S.R.O. 568(I)/87 at all times and the PCP of individual project (costing say 100 million rupees) is 5 calculated on the basis of 1 PCP for every 20 million project cost. It means the contractor can have ongoing projects up to 3 (15 ÷ 5) number of this size.

Table A:-

Contractor's Category	Limit of Construction Cost of Project (Million rupees)	Average annual value of work for last 3 years (million rupees)	Largest project value during last 5 years (Million rupees)	Paid up capital or net/capital worth (million rupees)	Minimum requirement of professional credit points (PCP credit)
C-3	Up to 100	10	20	5	15

The evaluation of the personnel shall be carried out as per PEC Engineering Bye Laws 1987 and review his qualification accordingly. PCP/ minimum requirement of staff required for the contractor's works in hand should be in accordance with the provisions of PEC's works byelaws. For example, subject to the other conditional points and limits, a single registered Engineer is given 1 PCP for each year of experience in the construction and operation of engineering works (subject to a minimum of 10 PCPs and maximum of 30 PCPs). The contractor setup has to meet the minimum PCP requirements all time during the currency of the contract for engineering staff to be deployed/ already deployed.

FORMS

BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND
AND
INDEMNITY BOND FOR SECURED ADVANCE



BS-1

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. 55-DM-FACADE-HA)/2024

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

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

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

(1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

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



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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

_____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:_____
(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address:_____

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

Letter of Acceptance No._____Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the ***Federal Government Employees Housing Authority (FGEHA), Islamabad*** . (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 ***IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD.***

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

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



We,_____(the Guarantor), waiving all objections and 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)
Title _____

2. _____

_____ _____
Name, Title & Address Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of_____(month) 20_____ between ***Federal Government Employees Housing Authority (FGEHA***), Islamabad. (hereafter calledthe "Employer") of the one part and _____(hereafter called the "Contractor") of the otherpart.

WHEREAS the Employer is desirous that certain Works, viz ***IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD*** 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.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



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

Signature of the Contactor	Signature of Employer
_____	_____
(Seal)	(Seal)
Signed, Sealed and Delivered in the presence of:	
Witness:	Witness:
_____	_____
(Name, Title and Address)	(Name, Title and Address)

MG-1

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No._____Date _____

WHEREAS_____(hereinafter called the 'Employer') has entered into a Contract for _____
(Particulars of Contract)
with_____ (hereinafter called the "Contractor').

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

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

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

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfillment 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 _____Which ever is earlier.
(Date)
The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____(Rs_____).

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



GUARANTOR

1. Signature _____
2. Name _____
3. Title _____

WITNESS

1. _____

_____
Corporate Secretary (Seal)

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

IB-1

INDEMNITY BOND
FOR SECURED ADVANCE
AGAINST MATERIALS BROUGHT AT SITE
(ON RS.40 NONJUDICIAL 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 WITHNESSETH 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 _____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 _____

[Notes on the Conditions of Contract]

The Conditions of Contract comprise two parts:

(a) Part I - General Conditions of Contract
(b) Part II - Particular Conditions of Contract

Over the years, a number of "model" General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the fourth edition, 1987, reprinted in 1992 with further amendments).

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the Client. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

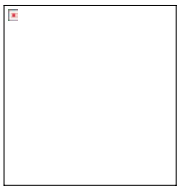
The use of standard conditions of contract for all civil Works will ensure comprehensiveness of coverage, better balance of rights or obligations between Employer and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced. Without taking any responsibility of its being accurate, Pakistan Engineering Council with prior consent of FIDIC Secretariat, has reproduced herein the FIDIC General **Conditions of Contract for reference purpose only which cannot be used by the users** for preparing their bidding documents. The bidding document may include a purchased copy, the cost of which can be retrieved as part of the selling price of the bidding document. Alternatively, the FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised to obtain copies directly from FIDIC.*

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* Add the following text if the bidding documents, as issued, do not include a copy:
"Copies of the FIDIC Conditions of Contract can be obtained from:
FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
e-mail: fidic.pub@fidic.org – FIDIC.org/book





FEDERATION INTERNATIONAL DES INGENIEURS-CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

PART I GENERAL CONDITIONS
WITH FORMS OF TENDER AND AGREEMENT

The prospective Bidders are required to obtain copy of the above mentioned Conditions of Contract directly from Head Office of FIDIC, on the address indicated below against payment of their usual charges.

The successful Bidder after award of work shall have to provide two (02) copies of the said FIDIC Conditions of Contract for Works of Civil construction, one in original obtained from the publishers for incorporation of the same in the Contract Agreement of the Works.

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
e-mail: fidic.pub@fidic.org – FIDIC.org/bookshop]

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

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PART II - PARTICULAR CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

(a) (i) The Employer is:
Director Maintenance,
Directorate of Maintenance,
Bazar # 05, Street # 13, Sector G-13/3,
Islamabad.

(a) (iv) The Engineer is any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/ recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(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) "Programme" means the programme to be submitted by the Contractor in Accordance
Accordance with Sub-Clause 14.1 and any approved revisions thereto.

(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 there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

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. The Employer may further vary according to need of the project;

(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-Clauses 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 "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, or

b) if such variation would increase the Contract Price by 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 Clause

(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.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

* (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.)

Engineer's Representative

Add the following paragraph:



Will be specified by the Authority and shall be communicated later on.

The following Sub-Clauses 2.7 and 2.8 are added:

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.

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."

Language(s) and Law

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

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 completed Appendices to Bid (B, C, E to L);
(9) The Drawings;
(10) The Specifications; 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

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.

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.

Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. 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 equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, 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 or (c) an insurance company having at-least AA rating from PACRA/JCR.

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

The following Sub-Clause10.4 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.

Programme to be submitted

The programme shall be submitted within 14 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

i) a Bar Chart identifying the critical activities.
ii) a CPM identifying the critical path/activities.

(Employer to select appropriate one)



14.3 Cash Flow Estimate to be Submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

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 8th day of the following month, 10 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.

(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 following Sub-Clauses 15.2 and 15.3 are added:

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.

Contractor's Representative

The Contractor's authorised representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.



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

In case of Contractor's failure to deploy its Representative or designated Project Engineer (Civil) at site within fifteen (15) days after stipulated date of commencement, an amount of Rs. 2000/- per day will be deducted from any money due to the Contractor reckoning after 15th day from the stipulated commencement date till the deployment of Project Engineer (Civil) proposed in the bid.

The following Sub-Clauses 16.3 and 16.4 are added:

Language Ability of Superintending Staff of Contractor

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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.

Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.
The following Sub-Clauses 19.3 and 19.4 are added:

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 authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall 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.

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

(Employer may vary this Sub-Clause 21.1 (b))

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:

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.

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.

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.

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.

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.



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.

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.

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.

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.

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.

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:

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.



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.

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.

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 Sub Clause 47.3 is deleted.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-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

This Sub-Clause is deleted in its entirety. The following paragraph is added:
The contractor shall be responsible for obtaining clearance through the Customs of Contractor's Equipment, materials and other things required for the Works. All charges thereof shall be deemed included in total quoted bid price submitted by a bidder.

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 added:

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].

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-Cause 60.11 (a) (6) hereof".
The text in para (d) is deleted.

(in case Clause 60.11 is applicable)

Time for Payment

The text is deleted and substituted with the following:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 28 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor.

The following Sub-Clause 60.11is added:

Secured Advance on Materials

The Sub-Clause 60.11 is deleted.

Financial Assistance to Contractor

The Sub-Clause 60.12 is deleted.

Release of Retention Money / Security Deposit

The Retention Money shall be released after issuance of DLP Certificate that the work is free from defect, the finalization of accounts and on certification by the Deputy Director In-charge that there are no Audit Observation(s), Audit Para, Draft Para or Advance Para etc., involving recovery from the Contractor is outstanding.

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.

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

In the sixth to eight lines, the words "shall be finally settled .....appointed under such Rules" are deleted and substituted with the following:
shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or

any statutory modification or re-enactment thereof for the time being in force.



The following paragraph is added:

The place of arbitration shall be ***Islamabad*** Pakistan.

Notice to Contractor

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.

Notice to Employer and Engineer

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

a) The Employer:

Director Maintenance,
Federal Government Employees Housing Authority (FGEHA),
Bazar # 05, Street # 13, Sector G-13/3,
Islamabad.

b) Engineer:
Will be specified by the authority.

70.1 Increase or Decrease of Cost

Sub-Clause 70.1 is deleted in its entirety.

The following Sub-Clauses 73.1, 73.2, 74.1, 75.1, 76.1, 77.1and 78.1 are added:

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.

Customs Duty & Taxes

The prices tendered by the Contractor shall be deemed include all import license fees, custom duties, excise duties, sales taxes, surcharges, business taxes, income and other taxes that are levied according to the laws and regulations of Pakistan on the Contractor's equipment, materials and supplies (both permanent, temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the country on profits made by him in respect of the Contract.

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.

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 Liability

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 fulfillment 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.

79.1 Disposal of surplus / Unsuitable earth

The Contractor shall be responsible for disposing the excavated/dumped material received from buildings/roads/other works at the location approved by the Employer. He shall also be responsible for dressing of the dumped material and shall not dispose of such material to Nullahs or locations from where it can be eroded by the rainwater runoff.



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PART - III

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

SP-1 DESCRIPTION OF THE PROJECT

The Contractor shall provide facilities for his own work force. The Contractor shall also provide site facilities (offices, laboratory, transport etc.) for his staff and the facilities for the Employer as described under the relevant Special Provisions and in accordance with the Contract stipulations.

The Contractor will be responsible for obtaining or leasing (as appropriate) land which is required outside the Right of Way for the above facilities, and for storage, working areas, borrow pits and quarries, sites for dumping surplus materials and the like and for all necessary reinstatement of the land after use.

The Contractor shall organize mobilization of necessary plant and equipment, manpower, skilled and unskilled labour to execute the project. The Contractor shall also provide necessary facilities for his work force.

The Contractor shall provide all materials for construction works including water, earth filling material, aggregates etc. The Contractor will identify and established the sources of material for approval of the Engineer. The Contractor will be responsible for the suitability of the material through testing. The Contractor will be also responsible to bear the cost of royalty/malkana of the quarry. The Contractor will also responsible to construct the service road and diversions for procurement of material and traffic management during rehabilitation. It will be Contractor's obligation to comply with the Environmental Protection requirements as per SP-19 hereof.

SP-2 LAND ACQUISITION

The land has been acquired by the Client for the project. The acquisition of land for all permanent works under the Contract is the responsibility of the Employer. Relocation of utilities from the Right of Way or site (if any) shall be the Contractor's responsibility. The Employer will assist in coordination with concern departments.

To minimize adverse social/environmental impacts of the construction activities, the Contractor will restrict his activities as far as reasonably possible based on sound engineering practice.

The Contractor will be responsible for arranging suitable land (on lease, purchase, etc.) which is required outside the project site for the storage, working areas, borrow pits, sites for dumping excess material and the like, and for all necessary reinstatement of such land on completion of the Contract in accordance with the Contract.



PAYMENT

No separate payment shall be made for this provision to the contractor.
All costs in connection with the clause SP-02 shall be borne by the contractor and shall be deemed to have been included in the bid price.

SP-3 MATERIALS SOURCES

Earth fill, aggregates, water etc. for use in the Works shall be provided by the Contractor from sources to be identified and established by the contractor, which will be sampled, tested and approved by the Engineer. The Contractor will be responsible for surveying and testing to prove the extent and suitability of such materials, for land and royalty/malkana costs, for access roads, site facilities, stripping overburden, separation of materials, processing, site reinstatement and all other costs related to using such materials in the Works, which costs shall be considered as included in the rate for the relevant items of work.

CONTRACTOR'S CONSTRUCTION CAMP

Prior to the commencement of construction activities, a development plan for the camp will be submitted by the contractor to the Engineer for his scrutiny and approval, having the following main features:

- Perimeter fence and lockable main gates;
- Parking, repair, and workshop areas;
- Living accommodation for the camp dwellers;
- Canteen, dining areas and recreational facilities;
- Water supply;
- Ablutions;
- Waste water treatment and disposal systems;
- Safe storage areas;
- Proposed power supply;
- Proposed all weather-surfaced areas.
- Clinic for providing immediate first aid to workers, before moving to hospital. The contractor shall provide on 24 hours basis throughout the currency of the contract and maintenance period one ambulance in good running condition with driver to meet with any emergent situation (such as moving an injured or seriously ill worker or staff member to hospital for treatment).

In case if the camps are located on private lands, the contractor shall also submit following information to the Engineer, duly signed by the (i) land-owner and (ii) the contractor:

- Details of compensation to be paid;
- Agreed period of land-tenure;
- Modes of payment;
- Any specific requirements of the land-owner;
- Photo-documentation of the site in its original shape, prior to camp;



- Detailed plan of the proposed and agreed camp site for its restoration after the completion of construction work.

All costs incurred therein for establishing, construction and operation of the contractor's camp shall be borne by the contractor.

SP-14 EMPLOYER'S PROVISIONS

SCOPE

1. The Contractor shall provide:

   POL up to 100 litters /month for the Contractual period.

2. The POL will be provided for the Employer's use within 10 (Ten) days from the Commencement Date.

3. If the Contractor fails to provide the POL within the time specified the cost incurred by the Employer plus a 20% (twenty percent) overhead charge shall be payable by the Contractor.

PAYMENT

No separate payment shall be made for this provision to the contractor.

All costs in connection with the clause SP-14 shall be borne by the contractor and shall be deemed to have been included in the bid price. In case of failure deduction will be made from his IPCs.

SP-15 PVC PIPE 150MM DIA

DESCRIPTION

This work shall consist of providing and fixing in position PVC pipes for services under footpath at locations as shown on the drawings or as directed by the Engineer.

PAYMENT

No separate payment shall be made for this provision to the contractor.
All costs in connection with the clause SP-15 shall be borne by the contractor and shall be deemed to have been included in the bid price. In case of failure deduction will be made from his IPCs.

SP.16 DETOUR ROADS AND TRAFFIC CONTROL

GENERAL

The Contractor shall not cause necessary obstruction to highways / roads or footways during the course of the Works and in no circumstances shall closure, in whole or in part, of these be permitted except with the prior permission of the Engineer in writing. The Contractor shall coordinate with the Traffic Police of the area, and shall be responsible for the safety and convenience of the public traffic in and around the operations during construction.

The Contractor shall provide and maintain adequate through safe traffic routes for vehicle and pedestrians on public highways and roads within and adjacent to the Site of the Works, including such diversions of highways and roads as may be required in accordance with the traffic diversion plan provided in the Contract Documents and make arrangements for watching, signaling and control of traffic by day and by night and for adequate lighting all to the satisfaction of the Engineer. The contractor shall, without extra charge if instructed to do so by the Engineer provide use and adequately maintain automatic "STOP" and "GO" signals traffic lights or such other special method of traffic control as the Engineer may consider necessary.

All temporary diversions shall be constructed by the Contractor to a minimum width of 7.3 M in accordance with the diversion plan and maintained in good condition at all times by the Contractor to the satisfaction of the Engineer. When existing public or private roads are used as diversions they shall be widened, if required to the width of 7.3 M and maintained in good condition at all times by the Contractor to the satisfaction of the Engineer and on completion of the contract all such roads shall be left in a condition Approved by the Engineer. The temporary diversions shall be removed and reinstated to the satisfaction of the Engineer when no longer required.

MAINTENANCE OF TRAFFIC

The Contractor shall, at his own expense, during the period of the Contract maintain in safe condition and adequately protect any work executed by him which is exposed or likely to be exposed to traffic.

The Contractor shall make arrangements and cooperate with all other agencies and contractors working in the area for directing, routing, marshaling, controlling and circulating the traffic connected with the Works in accordance with the approved plans and Engineer's requirements, in order that the flow of all traffic may be facilitated, that all obstruction inconvenience and delay may be minimized and that the interests of all concerned including the general public may be promoted.



The Contractor shall, before commencing work submit to the Engineer his detailed plan and design and drawings, in accordance with the Diversion plan and also submit the traffic management and control plans and details to the Engineer including all temporary culverts, bridges, signs and marking, traffic signals, barriers, guardrails and the like, for approval affecting any public highway road street or right-of-way.

TRAFFIC CONTROL DEVICES

The Contractor shall at all times during the Contract provide erect and maintain such barricades, warning lights, Traffic Signal, Delineators, reflection signs and watchmen as may be necessary for the direction and control of traffic to the satisfaction of the Engineer. Any such warning signs etc. shall be left in position as long as traffic, utilizing and Temporary running surface and / or until such time as their removal is sanctioned by the Engineer.

The Contractor shall submit his detailed proposals for temporary traffic signs, signals, Delineators and barricades for the approval of the Engineer, at least fifteen (15) days prior to their installation.

All signs barricades obstructions and such other conveniences as necessary to protect the traveling public, or as are required by the Engineer, shall be reflectorized or adequately illuminated to the satisfaction of the Engineer.

RECOVERY VEHICLE

The Contractor shall provide and maintain one suitable/adequate recovery vehicle to remove any breakdown vehicle from the project area. The recovery vehicle should be provided throughout the contract duration.

PAYMENT

No separate payment shall be made for this provision to the contractor.
All costs in connection with the clause SP-16 shall be borne by the contractor and shall be deemed to have been included in the bid price. In case of failure deduction will be made from his IPCs.

SP-17 PROTECTION OF THE ENVIRONMENT

GENERAL

The Contractor shall take all necessary measures and precautions and otherwise ensure that the execution of the works and all associated operations on-site are carried out in conformity with statutory and regulatory environmental requirements of Federal/Provincial Environmental Protection Agencies (EPA's) including those prescribed elsewhere in this document.

The Contractor shall take all the measures and precautions to avoid any nuisance or disturbance arising from the execution of the works. This shall wherever possible be achieved by suppression of the nuisance at source rather than abatement of the

nuisance once generated. The provision of this sub-clause shall however, be

disregarded in respect of emergency work required for saving life or the safety of the works. However, after completing such works of emergent nature, suitable environmental mitigation measures will be adopted by the contractor with the approval of Engineer.

In the event of any spoil or debris or silt from the sites being deposited on adjacent land, the Contractor shall immediately remove such spoils, debris or silt and restore the affected areas to its original state to the satisfaction of both the Supervising Engineer and the land owner.

Surplus excavation materials and topsoil shall, wherever possible, be used to reinstate quarries or borrow pits or other areas as may be approved by the Engineer. Such materials should be spread in such a manner as to limit subsequent erosion and the site shall be re-vegetated as existing ground cover dictates.

The Contractor shall protect the Works from water flooding. The Contractor shall keep and maintain adequate drainage system for the site area. Regular cleaning of drainage system shall be insured specially before and after the rainy season.

BORROW-PITS FOR EMBANKMENT CONSTRUCTION

Borrow-pits shall not be dug in the right of way of the road. However, even outside the ROW, depending upon type of soil strata, depth of water table, ground topography and prevalent vegetation state etc, a minimum distance for such borrow areas will be pre-specified by the Supervisor Engineer. The main ruling factors for determining such distances will be the highway safety from capillary action where pore pressure may damage the pavement and the water stagnation, becoming a source of disease vector.

QUARRY OPERATIONS

The Contractor shall obtain materials from licensed and government approved quarries only. The quarry operation shall be undertaken within the purview of the rules and regulations in force.

SOIL EROSION AND SEDIMENTATION CONTROL

The Contractor shall carry out the works in such a manner that soil erosion is fully controlled, and sedimentation and pollution of natural watercourses, ponds, tanks and reservoirs is avoided. At suitable places sedimentation basin with impervious linings will be constructed for containing, stopping and trapping any silt run off for premature siltation of downstream watercourses and reservoirs.

CONSERVATION OF FAUNA AND FLORA

The Contractor shall adopt all measures and take necessary precautions to avoid disturbance to fauna and flora, as far as possible. Felling of trees and removal of vegetation for fuel or other uses will not be practiced.



FUEL AND CHEMICAL STORAGE

All fuel and chemical storage shall be sited on an impervious base within an embanked area and secured by fencing. The storage area shall be located away from any watercourse or wetland. The base and walls of the embankment shall be impermeable and of sufficient capacity to contain 110% of the volume of tanks.

Filling and refueling shall be strictly controlled and subjected to formal procedures. All valves and trigger guns, shall be resistant to unauthorized interference and vandalism and be turned-off and securely locked when not in use. The contents of any tank or drum shall be clearly marked. Measures shall be taken to ensure that no contamination happens or discharges enter any drain or water courses.

WATER QUALITY

The Contractor shall prevent any interference with the supply to or abstraction from polluted water sources (including underground percolating water) as a result of execution of the works.

Areas where water is regularly or repetitively used for dust suppression purposes shall be laid to fall to specially constructed settlement tanks to permit sedimentation of particulate matter. After resettlement, the water may be re-used for dust suppression.

All water and liquid waste products arising on the sites shall be collected and disposed-off at location outside or off site and in a manner that shall not cause nuisance or pollution.

The Contractor shall not discharge or deposit any matter arising from the execution of the works into any place except with the permission of the Supervisor Engineer and the regulatory authorities concerned.

The Contractor shall protect all watercourses, water ways, ditches, canals, drains, lakes and the like from pollution, silting flooding or erosion as a result of the execution of the works.

The Contractor shall submit the details of his temporary drainage works system (including all surface channels, sediment traps, washing basins and discharge-pits) to the Supervisor Engineer for approval prior to commencing work on its construction.

AIR QUALITY

The Contractor shall devise and arrange methods of working to minimize dust, gaseous or other air borne emissions and carry out the works in such a manner as to minimize adverse impacts on air quality.

Bituminous hot-mix plants and concrete batching plants shall be located sufficiently away from habitation, agricultural operations or industrial establishments.

The Contractor shall utilize effective after sprays during the delivery and handling



of materials when dust is generated and dampen stored material during dry weather.



Stockpiles of materials should be sited in sheltered areas or within hoarding, away from sensitive areas. Stockpiles of friable materials shall be covered with clean tarpaulins with application of sprayed water during dry and windy weather. Stockpiles of debris shall be dampened prior to their movement, except where this is contrary to the specifications.

Any vehicle with an open load carrying area used for transport of potentially dust producing materials shall have properly fitting side and tailboards. Materials having potential to produce dust shall not be loaded to a level higher than the side and tail boards and shall be covered with clean tarpaulin in good condition. The tarpaulin should be properly secured and extended to at least 280 mm over the edges of the sideboard and tailboard.

During high wind, no dust generating operations shall be permitted within 200 m of residential areas having regard to the prevailing direction of the wind.

Construction vehicles and machinery shall be kept in good working order and engine turned off when not in use. Appropriate measures shall be taken to limit exhaust emissions from construction vehicles, machinery and plant and the Contractor shall include details of such proposed measures in the mitigation and monitoring plan to be submitted to the Supervisor.

In residential areas or other sensitive areas, such as nurseries, schools, hospitals, etc. advance warning shall be given to potentially affected persons so that some measures can be taken by them before commencement of the works.

Any open vehicle carrying a load of freshly mixed asphalt concrete for transportation and laying the pavement must have a full cover of tarpaulin sheet. In this manner its toxic fumes will be reduced against any atmospheric contamination.

NOISE

The Contractor shall consider noise as an environmental concern in his planning and during execution of the works.

The Contractor shall use plant and equipment conforming to applicable standards and directives on noise, vibrations and emissions shall include the details of measures for abating noise at source in the mitigation and the monitoring plan to be submitted to the Supervisor Engineer.

TRANSMISSION OF DISEASES

Contractor shall take all necessary measures to prevent transmission of diseases between inhabitants and the laborers engaged for the works, especially with regard to sexually transmitted diseases. The Contractor shall install the necessary medical facilities for this purpose.

The Contractor shall verify that checkup for detecting the occurrence of sexually transmitted diseases amongst the laborers engaged for the works are actually being carried out and submit a certificate to that effect to the Supervisor Construction



Engineer.



Preservation of Archeological, Cultural, Religions Assets/Heritage Value and Antiquities."

Where antiquities are shown on the drawing or otherwise identified during the course of the works, these shall be protected by means of suitable fencing and barriers to the satisfaction of the Supervisor Engineer. The Contractor shall provide and maintain access at all times for persons wishing to stop and pay their respects.

PRESERVATION OF ARCHAEOLOGICAL, CULTURAL, RELIGIOUS ASSETS / HERITAGE VALUE AND ANTIQUITIES

The Contractor shall take all necessary measures to protect any archaeological finds or antiquities as required.

Where antiquities are shown on the drawing or otherwise identified during the course of the works, these shall be protected by means of suitable fencing and barriers to the satisfaction of the Supervisor Engineer. The Contractor shall provide and maintain access at all time for persons wishing to stop and pay their respects.

ENVIRONMENT ENHANCEMENT

All existing highways and roads used by vehicle of the Contractor or any of his sub-contractors or suppliers of materials or plant, and similarly any new roads which are part of the works and which are being used by traffic, shall be kept clean and clear of all dust/mud or other extraneous materials dropped by the said vehicles or their tyres. Similarly, all dust/mud or other extraneous materials from the works spreading on these highways shall be immediately cleared by the Contractor.

Clearance shall be affected immediately by manual sweeping and removal of debris, or, if so directed by the Engineer, by mechanical sweeping and clearing equipment, and all dust, mud and other debris shall be removed entirely from the road surface. Additionally, if so directed by the Supervisory Engineer, the road surface shall be hosed or watered using suitable equipment.

Any structural damage caused to the existing roads by the Contractor's construction equipment shall be made good without any extra cost.

On completion of the works, the Contractor shall reinstate all areas with proper vegetation to the satisfaction of the Supervisor Engineer.

The Contractor shall remove all old tyres and internal rubes from within the limits of right of way and subject to the agreement of adjacent landowners for additional areas of 75 m on either side of the road centerline. The Contractor shall dispose of all materials in a manner approved by the Supervisor Engineer.

Where directed by the Supervisor Engineer, the Contractor shall improve and reinstate the land on which informal roadside service area has been established, by removing all debris and contaminated soils, regarding to natural ground levels and reestablishing the original vegetation where appropriate. All debris and contaminated materials shall be disposed-off on site as approved by the Supervisor

Engineer.



The Contractor shall place all required signage in Consultation with Consultant and Client for mitigation of all applicable risk hazards and such mitigation plan be made part of his proposal.

The Contractor shall conduct training of staff in line of guidelines provided by planning during construction phase regarding the Hazard Risk Management.

PAYMENT

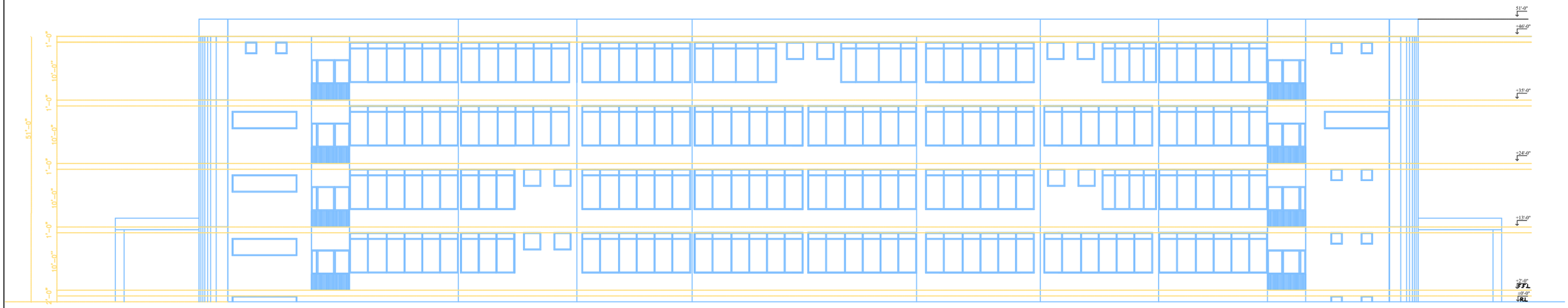
No separate payment shall be made for this provision to the contractor.
All costs in connection with the clause SP-17 shall be borne by the contractor and shall be deemed to have been included in the bid price. In case of failure deduction will be made from his IPCs.

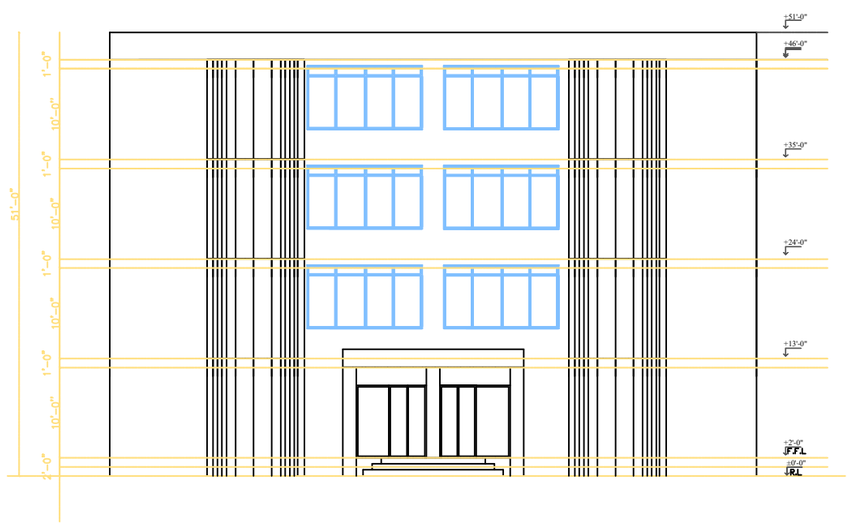
SPECIFICATIONS-
TECHNICAL PROVISIONS

A. PAK PWD Specifications (Shall be provided by successful bidder)

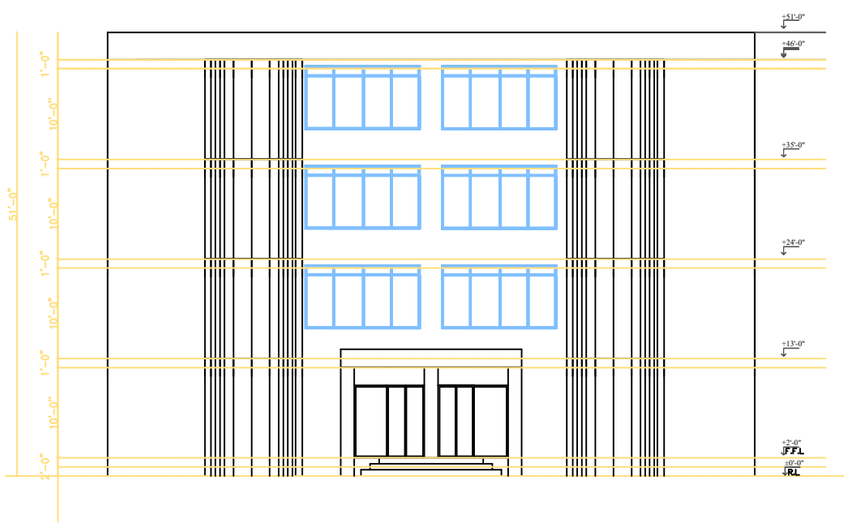
B. Specifications (for Non-schedule items)

TENDER DRAWINGS

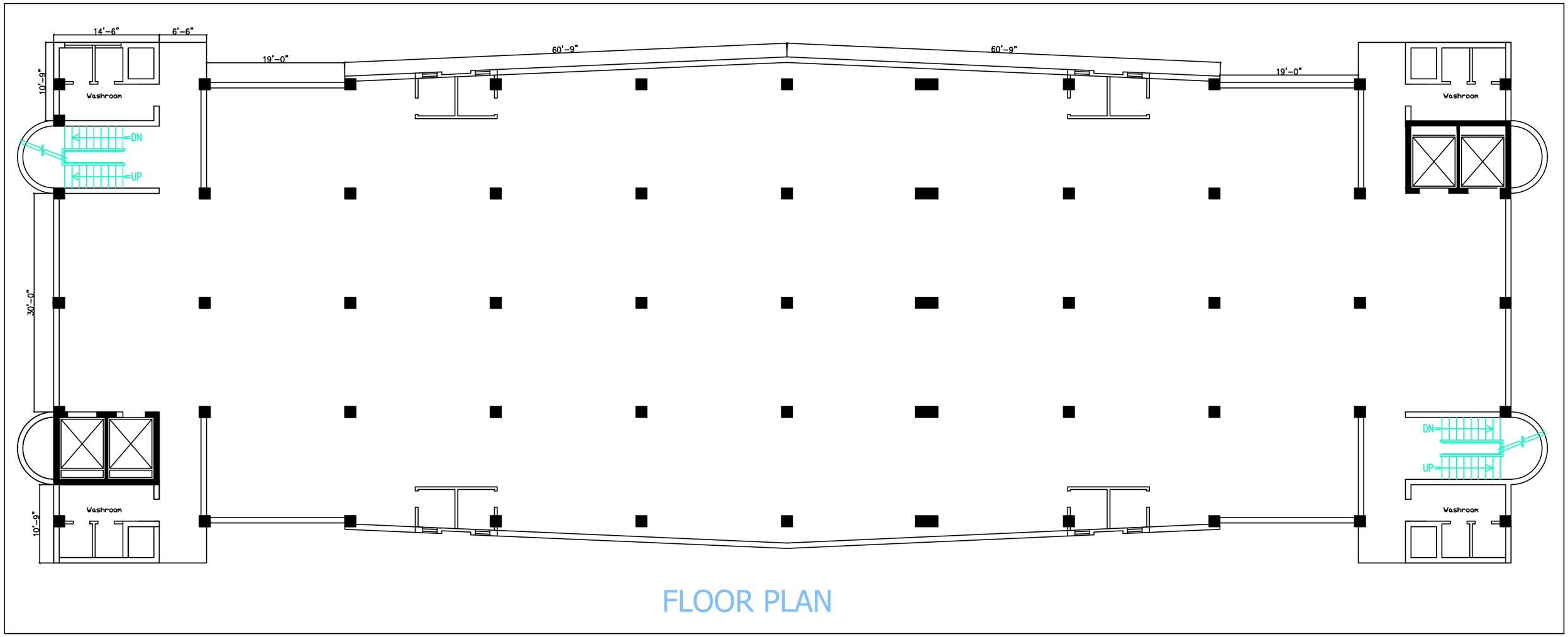




NORTH
ELEVATION



SOUTH
ELEVATION


14'-6"
6'-6"
19'-0"
60'-9"
60'-9"
19'-0"
10'-9"
Washroom
DN
UP
Washroom
30'-0"
Washroom
10'-9"
DN
UP
Washroom

FLOOR PLAN

Bid Reference No. : 55-DM-FACADE-HA)/2024

MINISTRY OF HOUSING & WORKS
FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY

NATURE OF WORK: **IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD.**

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SINGLE STAGE – TWO ENVELOPES
(SSTE) BIDDING PROCEDURE

BIDDING DOCUMENTS
VOLUME-II

PRICE BID

- Letter of Price Bid
- Preamble to Estimates
- Estimates

Issued to M/s:_____

Signature:_____

JULY 2024

LPB-1

Letter of Price Bid

Date: .....
Bid Reference No: 55-DM-FACADE-HA)/2024

Name of Contract: **IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD.**

:

To: **Deputy Director (Development)**
Bazar # 5, Street 13, Sector G-13/3, Islamabad.

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: Rs……
(c) The discounts offered and the methodology for their application are:……
(d) Our Bid shall be valid for a period of 120 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……..

BD-1
Appendix-D to Bid

ESTIMATE
(To be signed by the bidder)

PREAMBLE

1. **THE BIDDER SHALL QUOTE PERCENTAGE ABOVE OR BELOW ON THE AMOUNT PUT TO BID AND GIVEN IN THE SUMMARY OF THE COST ESTIMATES.**

2. The Estimated/Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.

3. The quantities given in the Bill of Quantities are estimated and provisional quantities, 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 in accordance with provisions of the Contract.

4. The rates and prices quoted in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour ,supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

5. The whole cost of complying with the provisions of the Contract in included in the rates and prices given in the priced Bill of Quantities, and where no items are provided, the cost is deemed to be distributed among the rates and prices entered for the related items of the Works.

6. For Civil and pluming items: in case of any discrepancy in description or unit of any scheduled item provided in the BOQ with the description or unit of any scheduled item provided in Pak PWD schedule of Rates, 2022, the description and unit of items as provided in Pak PWD schedule of Rates, 2022 shall prevail.

7. For Electrical items: in case of any discrepancy in description or unit of any scheduled item provided in the BOQ with the description or unit of any scheduled item provided in Pak PWD schedule of Rates, 2022, the description and unit of items as provided in Pak PWD schedule of Rates, 2022 shall prevail.

8. General directions and description of work and materials are not necessarily repeated nor summarized in the Priced Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made.



9. The items mentioned in the BOQ consist of furnishing all plant, labor, equipment, machinery, appliance, materials, fitting, fixtures, fabrication, erection and installation required for completing the items /works. The work shall be done in accordance with the Drawings, Technical Specifications, BOQ and directions of the Engineer Complete in all respect.

10. Pak. PWD Specifications and the Technical Specifications (Technical Provisions) of Bidding/Contract Documents shall be applicable for schedule items and the non-schedule items, respectively. Ref Spec NO. Indicates the specification section number which as a whole or part (for which the Engineer shall be the sole judge) of these specifications are to be followed during execution of the item of work in accordance with the applicable drawings.

11. Complete description of items of works in the BOQ, general directions, conditions and limitations of works, location and place of works, applicable method, means to be adopted, type and quality of materials, use of tools, plant, and machinery are not necessarily mentioned in the BOQ. These shall be referred to in accordance with the Drawings and Technical Specifications.

12. The bidder may ensure himself of the correctness of quantities and application of the individual items of works as per the Drawings, Technical Specifications and Contract Documents.

13. Notwithstanding provision of Clause 51 of the General Conditions of Contract Part-I no claim for extra payment will be admissible on account anticipated profit or variation in overhead expenditure for the work not actually performed nor will any adjustment in the unit rates set forth in the estimate be made because of any increase or decrease in the quantities indicated therein.

14. The following abbreviations for the units have been used in the estimate:

Unit	**Abbreviations**
Running feet	Rft.
Square feet	Sft.
Cubic Feet	Cft.
Kilogram	Kg.
Per Number	Each, Number, No.
Lump Sum Job	Job, Lot

Authorized Signature and Official Seal:_____

Name:_____

Date:_____



Appendix-D to Bid

IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD.

SUMMARY OF ESTIMATE

a. Non-Scheduled Items:

i)	Civil Works	Rs.	8,902,430/-
	Total	Rs.	8,902,430/-
	_____%(Above or Below)	Rs.	
	Total (A)	Rs.	

Total Bid Price (A) = _____

In Words:

_____

_____

Note:

The bidder shall carry over the Quoted Bid Price to Letter of Price Bid page LPB-1

Authorized Signature and Official Seal:_____

Name:_____

Date:_____

IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD.

ENGINEER'S ESTIMATE



NAME OF WORK: - IMPROVEMENT OF EXTERNAL WORKS FACADE OF FGEHA HEAD OFFICE BUILDING, ISLAMABAD.

S.No	Description	Qty	Rate	Unit	Amount
Main Building					
	Blue ACP Cladding				
1 N/S	Providing and fixing aluminum composite panels (ACP) exterior grade for cladding near interest duebond, Deluxbond aisrtong / Eurobond all approved equivalent make with frame panel thickness 4mm complete cladding sheet work, complete in all respect	9038	985.00	Sft	8,902,430

	Total Cost:				**8,902,430**