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INVITATION FOR BIDS

INVITATION FOR BIDS

 The Punjab Wildlife and Parks Department, Punjab, Pakistan (the "Employer") has applied for an **ADP scheme** towards the cost of Implementation of Master Plan of Safari Zoo Lahore and it is intended that the **ADP scheme** will be applied to eligible payments under the Contract for thes Development of E&M Works. For Implementation of Lahore Safari Master Plan under EPC Mode. Bidding is open to all eligible Bidders.

Works include E&M Works and lighting for Lahore Safari Zoo and details described in the bidding documents.

- 2. The Employer invites sealed bids, under Single Stage-Two Envelope bidding procedure, from eligible firms or persons licensed by the Pakistan Engineering Council in at least C4 category or above. A foreign bidder is entitled to bid only in a joint venture with a Pakistani constructor in accordance with the relevant provisions of PEC bye-laws.
- 3. Eligible Bidders may obtain further information, inspect and acquire the Bidding Documents from the Office of the Employer, at *Safari Zoo Lahore, Raiwind Road Lahore.*
- 4. A complete set of Bidding Documents may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable fee of Rs. 5000/-.
- 5. The Bidding document shall be made available to the interested firms/prospecting Bidders, immediately after the tender is published. The Bidding documents may be downloaded from the PPRA website: <u>https://ppra.punjab.gov.pk</u>.
- 6. All bids (Technical) must be accompanied by a Bid Security amounting of PKR 2% of the estimated cost, (1.6M) (Estimated Cost of PKR 80 M) in the format of bank guarantee on bid security form provided or in the form of deposit at call or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of Employer and must be delivered to below mentioned address.

at or before 1030 hours, on January 22, 2024. Bids will be opened at 1100 hours on the same day, in the presence of bidder's representatives who choose to attend at the same address.

7. All bidders must fill in check list before submission of bid in their own interest as per section G of Instructions to Bidders which is a mandatory requirement.

Project Director Implementation of Master Plan of Safari Zoo Lahore Wildlife And Parks Department, Punjab, Pakistan Address: Safari Zoo Lahore, Raiwind Road Lahore Telephone: + 92 3066342762 Office hours: 0900 hours – 1700 hours PST Electronic mail address: impszl572 @gmail.com

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bid data sheet will not be part of the Contract and will cease to have effect once the contract is signed.)

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bid data sheet hereinafter called "the Employer" wishes to receive bids for the construction and completion of works and remedying any defects therein as described in these Bidding Documents, and summarized in the Bid data sheet hereinafter referred to as the "Works".
- 1.2 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/scheme from the source (s) indicated in the Bid data sheet in Pak Rupees/ various currencies towards the cost of the project specified in the Bid data sheet and it is intended that the proceeds of this loan/credit/ scheme 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) as specified in Appendix-N.
 - b. Incorporated with Security and Exchange Commission of Pakistan or Registrar of Firms as the case may be. [NTN Verification along with requisite Affidavit of sole-proprietorship in case of Sole-Proprietor.]
 - c. Registered with active status from Tax Authorities
 - d. Not blacklisted by the Procuring Agency.
 - e. Foreign firm participating in the JV shall have the nationality of an eligible country. Foreign firm shall be deemed to have the nationality of a country if the foreign firm is a national of that country; or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.
 - f. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - (i) are associated or have been associated, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to

provide consulting services for the preparation of the design and other documents to be used; or

- (ii) have controlling shareholders in common; or
- (iii) receive or have received any direct or indirect subsidy from any of them; or
- (iv) have the same legal representative for purposes of this Bid; or
- (v) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process;

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

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

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
 - 1. Instructions to Bidders.
 - 2. Bid data sheet.
 - 3. General Conditions of Contract, Part-I(GCC).
 - 4. Special/Particular Conditions of Contract, Part-II(SCC).
 - 5. Employer's Requirements.
 - 6. Form of Bid & Appendices to Bid, including a Certificate that the bidder is not currently blacklisted by the Procuring Agency.

- 7. Schedule of Rates and Prices (Appendix-D to Bid).
- 8. Form of Bid Security.
- 9. Form of Contract Agreement.
- 10. Forms of Performance Security, Mobilization Advance and Secured Advance.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

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 prior to the deadline for submission of bids. The exact number of days will be mentioned in the Bid Data Sheet keeping in view the time given 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

- 9.1 At any time at least three days prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents, at least three (03) days prior to the closing date of submission of the bid. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 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 Bid data sheet and Special 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

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Financial Bid, containing the documents listed in Bid 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 Bid data sheet 11.1 A & B.
- 11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein; and, the concerned partner should have the requisite qualification/ experience to successfully execute the assigned task. Bids submitted by a joint venture of two (2) or more firms shall also 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/ lead partner; 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/ lead partner shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms; and, a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
 - (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.
- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, qualification/ experience required to successfully execute the individually assigned tasks and any other information as stipulated in Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Bidder shall quote for the entire Works on a "single responsibility" basis such that the lump sum Bid Price in accordance with the Contract, covers all the Contractor's obligations, risks and liabilities under the Contract. The Works shall include any work which is necessary to satisfy the Employer's Requirements, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.
- 12.2 Bidder shall give a breakdown of the prices in the manner and detail called for in the Schedule of Rates and Prices (if any) included in the Bidding Documents. These will not in any way limit the Bidder's "single responsibility" as stated above. The price of any items that the Bidder may have omitted is deemed to be included in the total lump sum Bid price and will not be paid for separately by the Employer.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date <u>of opening of the bids</u> 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.
- 12.4 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

- 13.1 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. However, subject to GCC clause 71.1, payments in foreign currency are not permissible.
- 13.2 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 <u>of opening of the bids.</u> For the purpose of payments, the exchange rates used in bid preparation <u>shall apply for the duration of the Contract.</u> Rule 32(2) of PPR-14 shall be applicable for rate of exchange of foreign currencies.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bid data sheet after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period or 180 days whichever is more. 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. Rule 28 of PPR-14 shall be applicable for Bid Validity period.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bid data sheet in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 30 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, after expiry of grievance period or disposal of complaint if any, complying with the relevant provisions of PPR-14.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
 - (a) If the bidder withdraws his bid except as provided in IB 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security;
 - (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

16.1 No alternate proposals are allowed in single stage two envelope method.

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bid data sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 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.

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

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Financial Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Financial Bids 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.
- 18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Financial Bid comprising the Bid as described in Bid data sheet against IB 11 and clearly mark it "ORIGINAL TECHNICAL BID" and "ORIGINAL FINANCIAL 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.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bid 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.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Financial Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

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

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
 - (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof.

- (c) The technical bid should comprise of documents listed in IB11.1 (A) & the Financial Bid should comprise of documents listed in IB 11.1 (B) which shall be placed in separate envelopes in accordance with IB 11.1.
- 19.2 The inner and outer envelopes shall:
 - (a) Be addressed to the Employer at the address provided in the Bid data sheet;
 - (b) Bear the name and identification number of the contract as defined in the Bid data sheet; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bid data sheet.
- 19.3 In addition to the identification required in IB 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

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

IB.21 Late Bids

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

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with IB 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDUR

IB.23 Bid Opening

- 23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bid data sheet in the presence of Bidders` designated representatives and anyone who choose to attend. The Financial Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Financial 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 Financial Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Financial 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. Financial Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the

contents and effect of the record. A copy of the record shall be distributed to all Bidders.

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

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 21.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.

Preliminary Examination of Technical Bids

- 23.6 a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further evaluation.
 - b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be advised in writing

by the Employer. Bidders shall be given reasonable notice for the opening of Financial Bids.

- 23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened as per rule 38(2)(a)(vii) of PPR-14.
- 23.10 The Employer shall conduct the opening of Financial 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.
- 23.11 All envelopes containing Financial 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
- (d) Any other details as the Employer may consider appropriate.

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

23.12 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 final bid evaluation report which shall be done at least 10 days prior to the award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made (if applicable), final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than ten 10 days after the announcement of Technical and Financial Bids. No bidder will be allowed to file grievance petition w.r.t. Technical Evaluation after announcement/ uploading of Financial Evaluation Report. However mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.
- 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected. Rule 33 of PPR-14 shall be applicable for clarifications.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35; and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material

deviation or reservation (vi) meets the qualification criteria as specified in Appendix-M & N. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.

26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
 - (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Letter of Financial Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with IB.15.6 (b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
 - (a) Making any correction for errors pursuant to Clause IB.27;
 - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Schedule of Rates and Prices, but including competitively priced Day work; and
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses 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 OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

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

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

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted. However, the lowest evaluated bidder may further reduce the Bid Price voluntarily without compromising the quality/ quantity.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.

31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities. No bid security can be returned without exhausting the grievance period or without finally disposing off the complaint of the non-responsive bidder. However, bid security may be returned earlier if any bidder submits affidavit that he is satisfied with the proceedings and hence his bid security may be returned.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bid data sheet and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance. On submission of Performance Security, the bid security of the successful bidder may be returned.
- 32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. Rule 56 of PPR-14 shall be applicable for performance Security.

IB.33 Signing of Contract Agreement

- 33.1 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.
- 33.2 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 concerned forum(s). Upon such reference, the concerned forum(s) 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 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. Submission of Bids shall be construed as evidence that the bidder has admitted all provisions of the Instruction to the Bidders.

IB.37 PPRA Act, 2009 and PPR-14 will have over-riding effect

PPRA Act, 2009 and PPR-14 as amended upto date will supersede and will have an over-riding effect in case in case of any contradiction with these Instructions, the Contract or any other part of the Bidding Documents.

BID DATA SHEET

Bid Data Sheet

Instructions to Bidders

Clause Reference

1.1 Name and address of the Employer:

Wildlife & Parks, Punjab, Forestry, Wildlife & Fisheries Department, Government of the Punjab, Pakistan Address: 2 Sanda Road Lahore

1.1 <u>Name of the Project:</u> Implementation of Lahore Safari Master Plan

Summary of the Works: Development of E&M Works under EPC mode.

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

Source of Financing: Government of Punjab, Pakistan

- 2.1Type of financing: Own Sources.
- 8.1 Time limit for clarification:

The time limit for any prospective bidder requiring any clarification (s) is at least 07 days prior to the date of submission of bids

10.1 Bid language:

English

- 11.1(A) The Bidder shall submit with its Technical Bid the following documents:
 - (a) Letter of Technical Bid
 - (b) Bid Security (IB.15)
 (c) Written confirmation authorizing the signatory (IB.18.5) of the Bid to commit the Bidder
 - (d) Pending litigation information
 - (e) Certificate that the bidder is not currently blacklisted by the Procuring Agency

| (f) | Special Stipulations | (Appendix-A) |
|-----|--|--------------|
| (g) | Proposed Construction Schedule | (Appendix-E) |
| (h) | Method of Performing the Work | (Appendix-F) |
| (i) | Availability of Critical Equipment | (Appendix-G) |
| (j) | Construction Camp and Housing Facilities | (Appendix-H) |
| (k) | List of Sub-contractors | (Appendix-I) |
| (I) | Organization Chart for Supervisory Staff | (Appendix-K) |

| (m) (n) | Integrity Pact Financial Competence and Access to financial Resources | (Appendix-L) (Appendix-M) |
|------------|---|------------------------------|
| (o) | Past Performance, Current Commitment, Qualification and Experience | (Appendix-N) |

11.1(B) The Bidder shall submit with its Financial Bid the following documents:

| (a) | Letter of Financial Bid | |
|-----|----------------------------------|--------------|
| (b) | Foreign Currency Requirements | (Appendix-B) |
| (c) | Price Adjustment under Clause 70 | (Appendix-C) |
| (d) | Schedule of Rates and Prices | (Appendix-D) |
| (e) | Estimated Progress Payments | (Appendix-J) |

11.2 Following sub-paragraph (f) is added:

Maximum number of joint venture partners shall be "three (03)". The lead partner of the joint venture (i.e., partner-in-charge) must have financial share of more than 50 % under the JV Agreement.

13.1 Text under IB 13.1 is deleted in entirety and replaced with following:

The bid price shall be quoted by the bidder entirely in Pak rupees. All payments under the Contract shall be made in Pak rupees only.

14.1 Period of Bid Validity:

180 days after the Date of Technical Bid Opening

15.1 Amount of Bid Security:

As specified in Tender Notice.

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

7 days after the invitation for bids (still be added)

- 18.4 Number of copies of the Bid to be completed and returned: One original and two hard copies
- 19.2(a) Employer's address for the purpose of Bid submission:

Same as address provided in the Invitation for Bids

- 19.2(b) Name and Number of the Contract:
 - (1) "Development of E&M Works for Implementation of Lahore Safari Master Plan under EPC Mode"
- 20.1(a) Deadline for submission of bids:

As stated in the Invitation for Bids

23.1 Venue, time, and date of Bid opening:

As stated in the Invitation for Bids

- 32.1 Text "28 days" stated in the first paragraph of IB 32.1 is deleted and replaced with "14 days"
- 32.1 Standard form and amount of Performance Security:

The Performance Security shall be equal to an amount of 10% of the Contract Price stated in the Letter of Acceptance in the favor of the Employer. Such Security shall be in the form acceptable to the Employer of either (a) unconditional, irrevocable Bank Guarantee from any Scheduled Bank of Pakistan acceptable to the Employer or (b) unconditional, irrevocable Bank Guarantee from a bank located outside Pakistan duly counter – guaranteed by a Scheduled Bank of Pakistan, or (c) CDR or Demand Draft from a scheduled Bank in Pakistan to the Employer valid for a period till 28 days after the date of issue of Defect Liability Certificate.

LETTERS OF TECHNICAL BID / FINANCIAL BID, AND APPENDICES TO BID

LTB-1

Letter of Technical Bid

Date:

То:....

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). Complete bidding document is binding upon us and we fully understand that the PPRA Act, 2009 and the PPR-14 as amended upto date supercedes this bidding document, in case of any contradiction, and the same are also binding upon us;
- (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 Financial Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bid data sheet, which is valid (at least) 30 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.
- (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 Bid data sheet.

| Name |
|--|
| In the capacity of |
| Signed |
| |
| Duly authorized to sign the Bid for and on behalf of |
| Date |
| Address |

Letter of Financial Bid

| | Date: |
|-----|-------------------|
| E | Bid Reference No: |
| То: | |

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:.....
- (c) The discounts offered and the methodology for their application are:.....
- (d) Our Bid shall be valid for a period of 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 Bid 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 |

Appendix-A to Bid Special Stipulations

Not Applicable

Appendix-B to Bid Foreign Currency Requirements

Not Applicable

Appendix-C to Bid

Price Adjustment Under Clause 70 of Conditions of Contract

Not Applicable

Appendix-D to Bid Schedule of Rates and Prices

| Sr. No. | Description | Amount (PKR) |
|------------|---|-----------------|
| 1 | Development of E&M Works under "single responsibility" basis covering all the Contractor's obligations, risks and liabilities under the Contract, satisfying the Employer's Requirements and as implied by the Contract, and include all other works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation of the Works. (Works Bid Price) | |
| | Total Bid Price | |

Priced Activity Schedule Table

| Activity No. | Description of Activity | Activity Price (PKR) |
|-----------------|--|-------------------------|
| 1. | Design Services | |
| 2. | Supply, Installation and Commissioning of Overhead 11 KV Distribution Network and LT Distribution Network | |
| 3. | Supply, Installation and Commissioning of External Lighting Network | |
| 4. | Supply, Installation and Commissioning of Works for Lion safari Entrance Information Center | |
| 5. | Supply, Installation and Commissioning of Works for Animal Cages | |
| 6. | Supply, Installation and Commissioning of Works for Office Building | |
| 7. | Supply, Installation and Commissioning of Works for Information Center | |
| 8. | Supply, Installation and Commissioning of Works for Camping Pods | |
| 9. | Supply, Installation and Commissioning of Works for Food Court | |
| 10. | Supply, Installation and Commissioning of Works for Playing Area | |
| 11. | Supply, Installation and Commissioning of Works for Salt Range | |
| 12. | Supply, Installation and Commissioning of Works for Kitchen, Slaughter Area | |

Total Bid Price

Note:

Bidder shall quote for the entire Works on a "single responsibility" basis such that the lump sum Bid Price in accordance with the Contract, covers all the Contractor's obligations, risks and liabilities under the Contract. The Works shall include any work which is necessary to satisfy the Employer's Requirements, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.

Except otherwise expressly provided under the Conditions of Contract, the lump sum amounts/prices entered by the Bidder in the Schedule of Rates and Prices for all the items of the Works shall be deemed to have included all costs of whatsoever nature for execution and completion of the Works and remedying of the defects therein. The total Lump Sum Bid Price submitted by the bidder is for the full scope and all costs incurred by the Contractor in the performance of whole of the Works, the provision of services including but not limited to all costs of materials used for execution of Works, execution of Works, all costs of staff and labour, Contractor's Equipment, tools and equipment, his overheads, other indirect costs, all duties, taxes, customs and other levies payable by the Contractor under the Contract, profit and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract.

Bidder shall give a breakdown of the prices of all the major activities of the Works in the manner and detail called for as above "Priced Activity Schedule Table" and shall provide further breakdown of each activity. These will not in any way limit the Bidder's "single responsibility" as stated in IB 12.1. The price of any items that the Bidder may have omitted is deemed to be included in the total lump sum Bid price and will not be paid for separately by the Employer.

The "Priced Activity Schedule Table" only identifies major components of the Works and it does not restrict the responsibility of the Contractor to furnish all equipment, materials and services as deemed necessary by the Employer for making the Works complete and satisfactory as specified and/or implied in the Bidding Documents and subsequent revisions thereto.

The price quoted shall be for the entire commercial, contractual, technical and all other obligations under this Bidding Document, without any material deviation, omission or reservation.

The Contractor shall provide all parts of the Works to be completed in every respect for commercial operation. Notwithstanding that any details, accessories, etc., required for the complete execution of the Work, are not specifically mentioned in the Schedule of Rates and Prices, Employer's Requirements, such details shall be considered as included in the Bid Price. All charges for the supply of goods, materials, accessories or work not specifically mentioned herein but necessary for the completion and execution of the Works shall be deemed to have been included in the quoted Rates/Prices.

Appendix-E to Bid

Proposed Construction Schedule

The Bidder shall set out a work program for design and construction of the Works, including identification of major milestones and critical path. The proposed work program shall be developed based on the Employer's Requirements and shall include the:

- (a) design of the Works, including the submission of the design deliverables, review and approval of the design by the Employer;
- (b) processes and deliverables needed to commence the Works;
- (c) execution of the Works within the Time for Completion, highlighting activities imposing constraints on the construction sequence;
- (d) testing, commissioning and handing over of the completed Works;
- (e) Schedule in the bar chart prepared on Primavera 6 software based on Critical Path Method (CPM) 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.

Description

Time for Completion
180 days

a) Whole Works

Appendix-F to Bid Method of Performing the Work

Design Methodology

The Bidder shall submit a design methodology which addresses as a minimum the following:

- (a) organizational arrangements for the design including: team structure, roles and responsibilities, interface arrangements, design review and approval procedures and quality assurance arrangements;
- (b) Proposed design deliverables
- (c) design statement setting out how the Employer's Requirements will be achieved;
- (d) Any added value the Bidder will bring including examples of innovative aspects of the design;
- (e) comments on the Employer's Requirements, including:
 - i. status of the information available and relevant design issues for the Works; and
 - ii. comments on any errors, defects or ambiguities noted in the Employer's Requirements.
- (f) details of the approach to managing risks, stakeholder engagement, consultation and environmental permits/consents; and
- (g) value engineering (value management) arrangements.

The design methodology submission shall comprise no more than 15 sides of A4 text

Method Statement for Key Activities

The Bidder shall provide its method statements for addressing the risks and carrying out the construction activities. Each method statement shall describe the proposed approach, the level of staffing and experience, the safe system of work, and the equipment or materials to be used to manage risk or activity in accordance with the Employer's Requirements.

The Method Statement for Key Construction Activities shall comprise no more than 15 sides of A4 text.

Construction and/or Erection Management Strategy

The Bidder shall submit a construction and/or erection management strategy which addresses as a minimum:

(a) organizational arrangements for the construction and erection management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements;

- (b) stakeholder engagement;
- (c) obtaining and managing consents, permits and approvals;
- (d) site setup proposals including access, accommodation, welfare facilities, arrangement for plant and material storage;
- (e) construction phasing proposals including sequence of work and management of conflicting activities;
- (f) erection strategy including sequence of work, safety considerations, precommissioning testing and management of conflicting activities;
- (g) quality management system;
- (h) arrangements for testing upon completion of the works; and
- (i) arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects.

The Construction and/or Erection Management Strategy shall comprise no more than 20 sides of A4 text.

Appendix-G to Bid

List of Major Equipment – Related Items

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

LIST OF MAJOR EQUIPMENT

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

Appendix-G to Bid

<u>Equipment</u>:

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

| | | PLANT/EQUIPMENT | | | | | |
|-----|--|----------------------------|--|---|---|--|--|
| No. | 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 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| | | | | | | | |

Appendix-H to Bid

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
 - 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.

Appendix-I to Bid

List of Subcontractors

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

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

| Part of Works | Subcontractor |
|----------------|-------------------------|
| (Give Details) | (With Complete Address) |
| 1 | 2 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Appendix-J to Bid

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 Schedule of Rates & Prices, expressed in thousands of Pakistani Rupees:

| Quarter/ Year/ Period | Amounts (Million PKR.) |
|-----------------------|---------------------------|
| 1 | 2 |
| 1 st Month | |
| 2 nd Month | |
| 3 rd Month | |
| 4 th Month | |
| 5 th Month | |
| 6 th Month | |
| Bid Price | |

Appendix-K to Bid

Organization Chart for The Supervisory Staff and Labour

The Bidder to provide details of the required key personnel specified in Appendix-N using the following forms:

Form PER – 1: Proposed Personnel

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

| 1. | Project Manager/ Site Engineer |
|----|--------------------------------|
| | Name |
| 2. | Design Engineer (E&M) |
| | Name |
| 3. | Supervisor (E&M) |
| | Name |
| 4. | Supervisor (E&M) |
| | Name |
| 5. | Supervisor (Civil) |
| | Name |
| | |

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Use one form for each position.

| Position | | | | | | |
|-----------------------|-----------------------------|---------------------------------------|--|--|--|--|
| Personnel information | Name Date of birth | | | | | |
| | Professional qualifications | | | | | |
| Present employment | Name of employer | | | | | |
| | Address of employer | | | | | |
| | Telephone | Contact (manager / personnel officer) | | | | |
| | Fax | E-mail | | | | |
| | Job title | Years with present employer | | | | |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the present project.

| From | То | Company/Project/Position/Relevant Management Experience | Technical | and |
|------|----|--|-----------|-----|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Appendix-L to Bid

Integrity Pact

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

| Contract No | Dated |
|-------------------|-------|
| Contract Value: _ | |
| Contract Title: | |

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 GoPb, 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 GoPb 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 GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

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

| Name of Employer: | Name of Contractor: |
|-------------------|---------------------|
| Signature: | Signature: |
| [Seal] | [Seal] |

Appendix-M to Bid

Financial Competence and Access to Financial Resources

The financial position of the bidder shall be checked as per following details:

1. SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES:

"The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount of his bid. As a minimum, the Bidder must show that his resources, in terms of at least his latest year working capital and line of credits, will be adequate to cover an amount equivalent to estimated Price of the works and current work commitments i.e.

[5 x working capital + General lines of credit– 40% of current contract commitments] \geq Estimated Price of the works/PC-1 (PKR 70,000,000/-).

Working capital is the difference between current assets and current liabilities and measures the firm's ability to generate cash in the short term."

*Any line of credit indicated for this (tendered) project needs to have been certified by the Bank and the said certificate is enclosed with this Appendix.

| Criteria | Bidders' to list their certified yearly turnover for last three years (Audited financial statements to be submitted) |
|---|---|
| Minimum average annual construction turnover of Pak Rupees 500 Million Calculated as total certified payments received for contracts in progress or completed, within the last Four years. | |

2. AVERAGE ANNUAL CONSTRUCTION TURNOVER

Note:- In case of JV, all Partners combined shall be evaluated against the criteria requirement of <u>SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES and AVERAGE ANNUAL CONSTRUCTION TURNOVER</u>.

Appendix-N to Bid

Past Performance, Current Commitment, Qualification and Experience

1 Eligibility Criteria & Requirements:

| | | | Compliance Requirement | | | | | |
|-----------|----------------------------------|---|--------------------------|--------------------------|---|---|---|--|
| Sr. No | Criteria | Requirement | Joint Venture | | | Documentation Submission | | |
| NO | | | Entity | All Members Combined | Each Member | One Member | Requirements | |
| 1 | PEC Registration | Registration with Pakistan Engineering Council in Category C-3 or above with specialized codes in CE01 - CE02 - CE09 - CE10 - EE01 - EE04 - EE05 - EE06 – EE11 | Must meet requirement | Must meet requirement | Each Member must be registered with PEC. | Lead Member must be registered with PEC in Category C-3 or above with specialized codes in CE01 - CE02 - CE09 - CE10 - EE01 - EE04 - EE05 - EE06 – EE11 In case of JV with foreign Firm, the local firm must meet the criteria requirement. | PEC Valid Registration License/Certificate | |
| 2 | Non- Blacklisting | The bidder must not be blacklisted by the procuring agency | Must meet requirement | Must meet requirement | Must meet requirement | Must meet requirement | Affidavit on Non- Judicial Stamp Paper against non- blacklisting | |
| 3 | Company/ Firm Registration | Incorporation with Security and Exchange Commission of Pakistan or Registrar of Firms as the case may be [NTN Verification along with requisite Affidavit of sole-proprietorship in case of Sole-Proprietor.] | Must meet requirement | Must meet requirement | Must meet requirement | Must meet requirement | Certificate from SECP/ Registrar of Firms/ NTN Verification along with requisite affidavit | |

| | | | Compliance Requirement | | | | |
|-----|---|--|--------------------------|--------------------------|--------------------------|--|---|
| Sr. | Criteria | a Requirement | Joint Venture | | | Documentation Submission | |
| No | | | Entity | All Members Combined | Each Member | One Member | Requirements |
| 4 | Registration with Tax Authorities | Registration and active status with Tax Authorities in Pakistan | Must meet requirement | Must meet requirement | Must meet requirement | Must meet requirement | Certificate and current status from Tax Authorities |
| 5 | Conflict of Interest | No conflict of Interest as per IB.3 | Must meet requirement | Must meet requirement | Must meet requirement | Must meet requirement | Affidavit on Non- Judicial Stamp Paper against no conflict of interest |
| 6 | One Bidder per Bid | Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. | Must meet requirement | Must meet requirement | Must meet requirement | Must meet requirement | |
| 7 | Eligible Country | Foreign firm participating in the JV shall have the nationality of an eligible country | N/A | N/A | N/A | Foreign firm participating in the JV must meet requirement | Completed attached Form for Bidder Information |

The Bidder must meet the Eligibility Criteria & Requirement to be declared responsive.

Form for Bidder Information

All individual firms and each partner of a joint venture submitting the bids are required to complete the information in following form. Nationality information is also to be provided for foreign firms who are forming part of the Joint Ventures as required under the PEC Bye-Laws as a Joint Venture.

| 1 | Name of Firm |
|---|---------------------|
| 2 | Head Office Address |

| 3 | Telephone | Contact Person: |
|---|-------------------------------------|-------------------------------------|
| | | Name: |
| | | Title: |
| 4 | Fax | Telex |
| 5 | Place of incorporation/Registration | Year of incorporation/ registration |

2 Detailed Qualification Criteria & Requirements

The Bidders to be substantially responsive must score at least 70 marks overall and minimum 60 % score in each category as specified below:

| Sr. No. | Category | Weightage/Marks | Minimum Required Score |
|---------|------------------------|-----------------|------------------------|
| 1. | Working Experience | 50 | 30 |
| 2. | Personnel Capabilities | 20 | 12 |
| 3. | Equipment Capabilities | 10 | 06 |
| 4. | Approach & Methodology | 20 | 12 |
| | Total: | 100 | 70 |

Note: The qualifications of other firms such as the bidder's subsidiaries, parent entities, affiliates or subcontractors shall not be permitted

2.1 Working Experience (Total 50 Marks)

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

| Sr. No. | Criteria | Requirement | Maximum Points | Documentation Submission Requirements |
|------------|--|---|---|---|
| 1 | Contracts of Similar Nature and Complexity | 04 number of successfully executed contracts, each of value of at least PKR <u>100</u> million, completed after January 01, 2015 involving construction component of 11 KV Overhead distribution network, Underground LT Distribution Network, Specialized Lighting System and Building Electrification Works. Note: In case the bidder is a Joint Venture, the working experience of leader of the Joint Venture shall be evaluated. 04 number of completed design contracts, each of value of at least PKR <u>5</u> million, successfully executed projects, completed after January 01, 2015 involving design component of 11 KV Overhead distribution network, Underground LT Distribution Network, Specialized Lighting System and Building Electrification Works Note: In case the bidder is a Joint Venture, the working experience of all Partners combined shall be evaluated. The design is specialized work for which the Procuring Agency permit Specialized Subcontractor to be proposed by the Bidder. Therefore, this criteria requirement may be complied by a single Specialized Subcontractor. | 28 marks (7 marks for each successfully executed contract) 22 marks (5.5 marks for each successfully executed project) | Completed attached Form for Contracts of Similar Nature and Complexity. The bidder must submit Project Award Letter, Work Orders or Contract Agreement & Completion Certificates and other documents necessary for confirming scope of works. The bidder must submit joint venture agreement in case of projects completed as a partner of joint venture clearly showing scope of works and percentage share of all partners of joint venture. To comply with the criteria, the share of bidder under the joint venture for similar works must be equal or exceeding the qualification criteria and requirement. |
| | | Sub-total: | 50 marks | |

| Sr. No. | Criteria | Requirement | Maximum Points | Documentation Submission Requirements | | |
|------------|--|----------------------------------|----------------|---------------------------------------|--|--|
| Note; | e; | | | | | |
| • | In case of contracts executed by the bidder in form of JV or subcontractor, the role of the bidder based on scope and financial share shall be | | | | | |
| | considered to eva | aluate the criteria requirement. | | | | |

2.2 Personnel Capabilities (Total 20 Marks)

| Sr. No. | Personnel | Required Number | Maximum Marks | Criteria for Evaluation | Documentation Submission Requirements |
|---------|---|--------------------|------------------|---|---|
| 1 | Project Site Manager BSc Electrical Engineering registration with PEC as Professional Engineer At least 20 years of professional experience At least 15 years' field experience of External Electrification Currently working with bidder since at least last one year | 01 | 08 marks | Marks for personnel shall be pro-rated. | Details of each personnel to be provided on specified format |
| 2 | Design Engineer /Site Engineer (E&M) BSc Electrical Engineering registration with PEC as Professional Engineer At least 15 years' of professional experience at least 10 years' design field experience of External Electrification | 02 | 06 marks | No marks will be awarded for personnel not fully meeting any of the corresponding criteria requirement. | under Appendix-K of the Bidding Documents Documentary evidence of relevant PEC registration, qualification and experience |
| 3 | Supervisor (E&M) Diploma in Electrical (DAE) At least 10 years' experience of execution of External Electrification | 02 | 04 marks | | |

| Sr. No. | Personnel | Required Number | Maximum Marks | Criteria for Evaluation | Documentation Submission Requirements |
|---------|---|--------------------|------------------|----------------------------|--|
| | currently working with bidder since at least last one year | | | | |
| | Supervisor (Civil) | | | | |
| | Diploma in Civil (DAE) | | | | |
| | • at least 10 years' experience of execution of Civil Works related to External Electrification | 01 | 02 Marks | | |
| | • currently working with bidder since at least last one year | | | | |
| | Sub-total: | | 20 marks | | |
| Note; | | | | | |
| • Ir | n case the bidder is a Joint Venture, the personnel capabil | ities of all me | mbers combine | d shall be evaluated. | |

2.3 Equipment Capabilities (Total 10 Marks)

Credit Marks shall be granted on the basis of the following criteria for various kinds of equipment relevant to the Contract.

| Sr. No. | Equipment Type and Characteristics | Equipment Available | Maximum Marks | Criteria for Evaluation | Documentation Submission Requirements |
|------------|--|------------------------|------------------|----------------------------|---|
| 1. | Mobile crane | 01 | 01 | | |
| 2. | Concrete mixers | 01 | 01 | | |
| 3. | Aerial Platform Mounted Trucks | 02 | 02 | Marks for an | Details of each equipment to be provided on specified format under Appendix-G of the Bidding Documents |
| 4. | 25 KVA Generator | 01 | 01 | equipment type shall be | |
| 5. | Digital Insulation Tester 10 KV | 01 | 01 | pro-rated | Documentary evidence of ownership, lease agreement or rental agreement of the corresponding equipment. |
| 6. | Digital Ground/Earth Resistance Tester | 02 | 01 | | or remai agreement of the corresponding equipment. |
| 7. | Digital Socket Tester | 02 | 01 | | |

| Sr. No. | Equipment Type and Characteristics | Equipment Available | Maximum Marks | Criteria for Evaluation | Documentation Submission Requirements | | |
|---------------------|---|------------------------|------------------|----------------------------|---------------------------------------|--|--|
| 8. | Clamp on Tester Digital | 03 | 01 | | | | |
| 9. | Digital Lux Meter | 03 | 01 | | | | |
| Sub-Total: 10 marks | | | | | | | |
| Note; | | | | | | | |
| • | In case the bidder is a Joint Venture, the equipment capabilities of all members combined shall be evaluated. | | | | | | |

2.4 Approach & Methodology (Total 20 Marks)

| Sr. No. | Evaluation Item and Criteria | Maximum Points | | Criteria for Evaluation | Documentation Submission Requirements | | | | |
|------------|--|-------------------|--|--|--|---|-------------|--|---|
| 1 | Design Methodology | 8 | • | Full marks for comprehensive | Design Methodology as per Appendix-F [Method of Performing the Work] | | | | |
| 2 | Method Statement for key activities | 4 | 50 % marks for partial information No marks for no or unclear of Performing Construction and/or Ere Strategy as per Appendix | • | • | • | information | | Method Statement as per Appendix-F [Method of Performing the Work] |
| 3 | Construction and/or Erection Management Strategy | 4 | | informationNo marks for no or unclear | Construction and/or Erection Management Strategy as per Appendix-F [Method of Performing the Work] | | | | |
| 4 | Proposed Construction Schedule | 4 | | | Proposed Construction Schedule as per Appendix-E [Proposed Construction Schedule] | | | | |
| Sub-total: | | | | 20 marks | | | | | |

The Bidder must meet the Qualification Criteria & Requirement to be declared responsive.

Form for Contracts of Similar Nature and Complexity

Name of Bidder or partner of a joint venture

Use a separate sheet for each contract.

| 1 | Name of Contract |
|----|---|
| | Country |
| 2 | Name of Employer |
| 3 | Employer Address |
| 4 | Nature of works and special features relevant to the contract |
| 5 | Contract Role (Tick One) |
| | (a) Sole Contractor (b) Sub- Contractor (c) Partner in a Joint Venture |
| 6 | Value of the total contract (in specified currencies) at completion, for current contract |
| | CurrencyCurrencyCurrency |
| 7 | Contract cost at completion in Pak/Rs |
| 8 | Date of Award |
| 9 | Date of Completion |
| 10 | Contract Duration (Years and Months)YearsMonths |
| 11 | Specified Requirements |

Form for Annual Construction Turnover

| Annual Construction Turnover | | | | | | | |
|------------------------------|----------------------------------|----------------------------------|--|--|--|--|--|
| Year | Turnover (in actual currency) | Equivalent Rupees in Million. | | | | | |
| 2023-2022 | | | | | | | |
| 2022-2021 | | | | | | | |
| 2021-2020 | | | | | | | |

Note: In case of Joint Venture, each member shall provide separate form.

Form for Current Commitment

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

Note: In case of Joint Venture, each member shall provide separate form.

FORMS

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

(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 Bid Reference No. | (Rs) | | | | |
| | S, that in pursuance of the terms of the Bid and a | | | | |
| | we, the Surety above named, are held and firmly | | | | |
| | um stated above for the payment of which sum ves, our heirs, executors, administrators and v these presents. | | | | |
| THE CONDITION OF THIS OBLIGATION | IS SUCH that whereas the Bidder has submitted | | | | |

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 30 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 fourteen (14) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer, the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be

sent by the Employer by registered post duly addressed to the Surety at its address given above.

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

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

SURETY (Bank)

WITNESS:

Signature _____

Name

1. _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2.

Name, Title & Address

| FORM OF PERFORMANCE (Bank Guarantee) | |
|---|---|
| No | Guarantee |
| 110 | Executed on |
| | Expiry date |
| [Letter by the Guarantor to the Employer] | |
| Name of Guarantor (Bank) with address: | hadulad Dank in Dakistan) |
| Name of Principal (Contractor) with address: | cheduled Bank in Pakistan) |
| Penal Sum of Security (express in words and figures) | |
| Letter of Acceptance No. | |
| KNOW ALL MEN BY THESE PRESENTS, that in pur Documents and above said Letter of Acceptance (here the request of the said Principal we, the Guarantor about unto the | einafter called the Documents) and at bye named, are held and firmly bound (hereinafter called above for the payment of which sum bind ourselves, our heirs, executors, mly by these presents. CH, that whereas the Principal has |
| (Name of Project | ct). |

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 11, Defects Liability, of Conditions of Contract are fulfilled.

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

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

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

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

Guarantor (Bank)

Signature _____

Name _____

Title _____

2. _____

Corporate Secretary (Seal)

Name, Title & Address

Witness: 1. _____

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

| THIS CONT | FRACT AC | GREEMENT day | (hereinafter of | | • | ement") 20 | | on the between |
|------------|----------|-----------------|--------------------|-------|---|---------------|------|-------------------|
| (hereafter | called | the | "Employer") | , | | one | part | and |
| part. | | | | | | 'Contract | | |

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

NOW this Agreement witnesseth as follows:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2. The following documents after incorporating addenda / Clarification as agreed or otherwise, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid (Technical & Financial);
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Special/Particular Conditions of Contract Part II;
 - (f) The General Conditions Part I;
 - (g) The Employer's Requirements;
 - (h) The completed Bid;
 - (i) The Joint Venture Agreement (if applicable)
- 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)

ignatare er En

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

Forms

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

(Unconditional Bank Guarantee)

| Guarantee No | Date |
|--|--|
| WHEREAS | (hereinafter called the 'Employer') has entered into a Contract |
| | (Particulars of Contract) (hereinafter called the "Contractor'). |
| request, an amount | Employer has agreed to advance to the Contractor, at the Contractor's of Rupees (Rs) which iced to the Contractor as per provisions of the Contract. |
| | Employer has asked the Contractor to furnish Guarantee to secure the or the performance of his obligations under the said Contract. |
| (hereinafter called the | uled Bank in Pakistan acceptable to the Employer) "Guarantor") at the request of the Contractor and in consideration of to make the above advance to the Contractor, has agreed to furnish |
| advance for the purpo fulfilment of any of his | the Guarantor hereby guarantees that the Contractor shall use the se of above mentioned Contract and if he fails and commits default in s obligations for which the advance payment is made, the Guarantor mployer for payment not exceeding the aforementioned amount. |
| the part of the Contrac written demand, paym | y default, of which the Employer shall be the sole and final judge, on tor, shall be given by the Employer to the Guarantor, and on such first ent shall be made by the Guarantor of all sums then due under this reference to the Contractor and without any objection. |
| from the Interim | remain in force until the advance is fully adjusted against payments Payment Certificates of the Contractor or until whichever is earlier. |
| | (Date) ity under this Guarantee shall not in any case exceed the sum of (Rs). |
| the aforesaid date or payments from Interin agrees that the afores | remain valid up to the aforesaid date and shall be null and void after earlier if the advance made to the Contractor is fully adjusted against a Payment Certificates of the Contractor provided that the Guarantor aid period of validity shall be deemed to be extended if on the above vance payment is not fully adjusted. |
| | |

GUARANTOR

Signature

2. Name 3.

1.

Title

WITNESS

1.

Corporate Secretary (Seal)

2.

(Name Title & Address)

Corporate Guarantor(Seal)

INDEMNITY BOND FOR SECURED ADVANCE

AGAINST MATERIALS BROUGHT AT SITE

Not Applicable

CONDITIONS OF CONTRACT

PART I: GENERAL CONDITIONS

FIDIC (Silver Book)

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The Conditions of Contract are the "General Conditions" which form part of the "Conditions of Contract for EPC/Turnkey Projects ("Silver book") First edition 1999" published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC).

(To be procured by the Contractor)

An original copy of the above FIDIC publication i.e. "*Conditions of Contract for EPC/Turnkey Projects*" must be obtained from FIDIC by the Contractor.

International Federation of Consulting Engineers (FIDIC) FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland Fax: +41 22 799 49 054 Telephone: +41 22 799 49 01 E-mail: fidic@fidic.org

PART II: PARTICULAR CONDITIONS OF CONTRACT

These Particular Conditions of Contract – Part II, are additions, deletions and amendments to General Conditions of Contract, Part I. Sub-Clause numbers, if similar as of Part I, are amendments therein otherwise these are additional Clauses or Sub-Clauses thereto. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| Conditions | Sub-Clause | Data |
|--|------------------|--|
| Contract | 1.1.1.1 | Wherever referred in these Conditions of Contract the term "Contract" shall mean these Conditions of Contract (Parts I and II), the Employer Requirement, the Schedule of Rates, the Tender, the Letter of Acceptance, the Contract Agreement and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement for the Works. |
| Tender | 1.1.1.4 | The word "Tender" is synonymous with "Bid" |
| Letter of Acceptance | 1.1.1.6 | Following new definition is added: "Letter of Acceptance" means the written notification by the Employer to the Contractor that his Tender 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 under EPC framework including remedying any defects therein by the Contractor as prescribed by the Contract. |
| Employer's name and address | 1.1.2.2 & 1.3 | Wildlife & Parks, Punjab, Forestry, Wildlife & Fisheries Department, Government of the Punjab, Pakistan Address: 2 Sanda Road Lahore |
| Employer's Representative name and address | 1.1.2.4 & 1.3 | Engineering Consultancy Services Punjab Pvt. LtdII, 83-A/E/1, Main Boulevard, Gulberg III, Lahore, Pakistan. |
| Time for Completion | 1.1.3.3 | 180 Days |
| Defects Notification Period | 1.1.3.7 | 365 days. |
| Sections | 1.1.5.6 | N/A |
| Contract Price | 1.1.4.1 | "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the design, execution and completion of the Works and remedying of any defects therein, and |

| Conditions | Sub-Clause | Data |
|--|------------|---|
| | | include adjustments (if any) in accordance with the provisions of the Contract. |
| Base Date | 1.1.3.1 | "means the date of opening of the bids" |
| Cost | 1.1.4.2 | Wherever the Contract refer to "Cost" to be paid by the Employer to the Contractor, such Cost shall be nil unless it constitute Variation under the Contract. |
| PPR-2014 | 1.1.6.9 | Following new definition is added: <i>"PPR-2014" means the Punjab</i> <i>Procurement Rules 2014 (amended from</i> <i>time to time) made by Punjab</i> <i>Procurement Regulatory Authority.</i> |
| Interpretation | 1.2 | At the end of Sub-Clause 1.2, insert the following: <i>"In these Conditions, provisions including the expression "Cost plus reasonable profit" require this profit to be Nil."</i> |
| Contract Agreement | 1.6 | The sub-clause is deleted in its entirety and replaced with following: <i>"The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor."</i> |
| Electronic systems for communications | 1.3(a) | The Communication System by Electronic Transmission System is not allowed. |
| Governing Law | 1.4 | Law of Islamic Republic of Pakistan |
| Ruling language | 1.4 | English |
| Language for communications | 1.4 | English |
| Priority of Documents | 1.5 | The documents listed at (a) to (e) of the Sub-Clause are deleted and substituted with the following: |
| | | a) the Contract Agreement; b) the Letter of Acceptance; c) the completed Letters to Bid; d) the Particular Conditions; e) the General Conditions; f) the Employers Requirement; g) the Tender and other documents forming part of the Contract. |
| Integrity Pact | 1.15 | Following new sub-clause 1.15 is added: |

| Conditions | Sub-Clause | Data |
|---------------------------------|------------|--|
| | | If the Contractor 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; b) terminate the Contract pursuant to sub-clause 15.2(f); 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. |
| Time for possession of the Site | 2.1 | The possession of site and right of access thereto shall be given to the Contractor by the Employer in accordance with the applicable programme of the Works. |
| Performance Security | 4.2 | In sub-clause 4.2, first sentence of para 2 is deleted and replaced with following: <i>"The Contractor shall deliver the</i> <i>Performance Security to the Employer</i> <i>within 14 days after issuance of Letter of</i> <i>Acceptance."</i> |
| Performance Security | 4.2 | The performance security shall in the amount(s) of Ten percent (10%) of the Accepted Contract Amount in Pak Rupees. Such Security shall be in the form acceptable to the Employer of either (a) unconditional, irrevocable Bank Guarantee from any Scheduled Bank of Pakistan acceptable to the Employer or (b) unconditional, irrevocable Bank Guarantee from a bank located outside Pakistan duly counter – guaranteed by a Scheduled Bank of Pakistan, or (c) CDR or Demand Draft from a scheduled Bank in Pakistan to the Employer |
| Normal working hours | 6.5 | The Contractor shall have the option to work round the clock and on locally recognized days of rest in accordance with the prevalent Government of Punjab Labour Laws |

| Conditions | Sub-Clause | Data |
|--|-------------------|--|
| Health and Safety | 6.7 | Following paragraph is added at the end of sub-clause 6.7: <i>"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."</i> |
| Indemnification of Employer | 6.12 | Following new sub-clause 6.12 is added: "The Contractor 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 and the labour employed by them." |
| Delay damages | 8.7 & 14.15(b) | 0.1% of the Accepted Contract Amount per day |
| Maximum amount of delay damages | 8.7 | Ten percent (10%) of the final Contract Price. |
| Adjustments for changes in cost | 13.8 | The prices shall be fixed during the Contractor's performance of the contract and not subject to adjustment on any account under sub-clause 13.8. |
| Provisional Sums | 13.5 (b)(ii) | Ten Percent (10%) |
| Total advance payment | 14.2 | Fifteen Percent (15%) of the Accepted Contract Amount payable in Pak Rupees |
| Repayment amortization rate of advance payment | 14.2(d) | 25 % |
| Percentage of Retention | 14.3(c) | Ten percent (10%) from Interim Payment Certificates |
| Limit of Retention Money | 14.3(c) | Five percent (5%) of the Accepted Contract Amount |
| Schedule of Payments | 14.4 | Refer to attachment below: |
| Delayed Payment | 14.8 | The sub-clause 14.8 is deleted in its entirety and replaced with following: "The Contractor shall not be entitled for any financing charges in case the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Timing of Payment]. |

| Conditions | Sub-Clause | Data |
|---|------------|--|
| Income Tax Deduction | 14.16 | The following new sub-clause 14.16 is added: "All payments (gross) as payable to the Contractor will be subject to withholding tax / advance tax at prescribed rate, at the time of payment. The deduction of advance income tax from the gross payable amounts shall be made in accordance with prevalent income tax laws of the Government of Pakistan. These deductions shall be deposited in the Government Treasury by the Employer to the account of the Contractor within prescribed period. The Employer shall within 28 days of making any such deduction provide to the Contractor a certificate of tax deducted & deposit into the Government Treasury." |
| Termination by Employer | 15.2 | In sub-clause 15.2, following is added at the beginning of sub-para (f): (f) is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Tender or In sub-clause 15.2, para 2 is deleted and replaced with following: "In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub- paragraph (d), (e) or (f), the Employer may by notice terminate the Contract immediately." |
| Maximum total liability of the Contractor to the Employer | 17.6 | The product of 1.15 times the Accepted Contract Amount |

| Conditions | Sub-Clause | Data |
|---|------------|--|
| General Requirement of Insurances | 18.1 | The following is added at the end of sub- clause 18.1: "The insurances referred to in Sub- Clauses 18.2, 18.3 and 18.4 shall be placed with either Government's State Life Insurance Company or National Insurance Company of Pakistan or any other insurance company enjoying minimum rating "AA" operating in Pakistan acceptable to the Employer." |
| Periods for submission of insurance: | 18.1 | |
| a. evidence of insurance. | | 14 days |
| b. relevant policies | | 28 days |
| Maximum amount of deductibles for insurance of the Employer's risks | 18.2(d) | PKR 500,000/- only |
| Minimum amount of third party insurance | 18.3 | Pak Rupees 5 Million per occurrence with the number of occurrences unlimited. |
| The DAB shall be comprised of | 20.2 | One Sole Member |
| List of potential DAB sole members | 20.2 | None |
| Failure to agree Dispute Adjudication Board | 20.3 | Pakistan Engineering Council |
| Arbitration | 20.6 | Para 1 of sub-clause 20.6 is deleted and replaced with following: <i>"Unless settled amicably, any dispute in respect of which the DAB's decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both Parties:</i> (a) the dispute shall be finally settled under the Arbitration Act 1940, (b) the dispute shall be settled by sole arbitrator appointed with consent of both Parties, (c) the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language], and (d) the arbitration shall take place in Lahore and the courts in Lahore shall have exclusive jurisdiction in this regard." |

Sub-Clause 14.4 [Schedule of Payments]

| Activity No. | Description of Activity | Payment Percentage |
|-----------------|--|--|
| 1. | Completion of Design Services in all respects | 2 % of Contract Price |
| 2. | Supply, Installation and Commissioning of Overhead 11 KV and LT Distribution Network | 70 % on supply of complete Plant/ equipments including accessories 30 % on Installation and Commissioning of complete Overhead 11 KV and LT Distribution Network |
| 3. | Supply, Installation and Commissioning of External Lighting Network | 70 % on supply of complete Plant/ equipments including accessories 30 % on Installation and Commissioning of complete External Lighting Network |
| 4. | Supply, Installation and Commissioning of Works for Lion safari Entrance Information Center | 70 % on supply of complete Plant/ equipments including accessories 30 % on Installation and Commissioning of complete works for Lion safari Entrance Information Center |
| 5. | Supply, Installation and Commissioning of Works for Animal Cages | 70 % on supply of complete Plant/ equipments including accessories 30 % on Installation and Commissioning of complete works for Animal Cages |
| 6. | Supply, Installation and Commissioning of Works for Office Building | 70 % on supply of complete Plant/ equipments including accessories 30 % on Installation and Commissioning of complete works for Office Building |
| 7. | Supply, Installation and Commissioning of Works for Information Center | 70 % on supply of complete Plant/ equipments including accessories 30 % on Installation and Commissioning of complete works for Information Center |
| 8. | Supply, Installation and Commissioning of Works for Camping Pods | 70 % on supply of complete Plant/ equipments including accessories 30 % on Installation and Commissioning of complete works for Camping Pods |
| 9. | Supply, Installation and Commissioning of Works for Food Court | 70 % on supply of complete Plant/ equipments including accessories 30 % on Installation and Commissioning of complete works for Food Court |
| 10. | Supply, Installation and Commissioning of Works for Playing Area | 70 % on supply of complete Plant/ equipments including accessories |

| | | 30 % on Installation and Commissioning of complete works for Playing Area |
|-----------------|---|---|
| 11. | Supply, Installation and Commissioning of Works for Salt Range | 70 % on supply of complete Plant/ equipments including accessories |
| | | 30 % on Installation and Commissioning of complete works for Salt Range |
| 12. | Supply, Installation and Commissioning of Works for Kitchen, Slaughter Area | 70 % on supply of complete Plant/ equipments including accessories |
| | | 30 % on Installation and Commissioning of complete works for Kitchen , Slaughter Area |
| Total Bid Price | | |

EMPLOYER'S REQUIREMENTS -

Refer Volume 2 of Bidding Documents for Employer's Requirements