

**Combined Effluent Treatment Plant
(CETP) and Conveyance System
Up-gradation for Korangi Tanneries**

**Engineering, Procurement and Construction
(EPC) of CETP Modification and Upgradation –
Combined Effluent Treatment Plant for
Korangi Tanneries, Karachi**

**“TENDER DOCUMENT”
(CETP Modification and Upgradation)**

VOLUME-I
TECHNICAL BID
INSTRUCTIONS TO BIDDERS
BIDDING DATA
LETTER OF TECHNICAL BID
APPENDICES TO BID
FORMS
CONDITIONS OF CONTRACT

May, 2020

**PTA (S.Z)
Environmental Society**

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CONVEYANCE SYSTEM UP-GRADATION FOR
KORANGI TANNERIES**

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INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with bidding data 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 Procuring agency as defined in the bidding data hereinafter called “the Procuring Agency” wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data 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 Procuring Agency has received funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /scheme specified in the bidding data, and it is intended that part of the proceeds of this fund will be applied to eligible payments under the contract for which these bidding documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids, and the procuring agency 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 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 procuring agency 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 procuring agency, 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 expense and incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents (SSP RULE 21)

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

- a. Instructions to Bidders
- b. Bidding Data
- c. Part – I : General Condition of Contract (GCC)
- d. Part- II : Special Condition of Contract (SCC)
- e. Form of Bid and Appendices to Bid
- f. Bill of Quantities / Schedule of Prices(Appendix D to Bid)
- g. Form of Bid Security
- h. Form of Contract Agreement
- i. Forms of Performance Security, Mobilization Advance Guarantee, Integrity Pact and Indenture bond for secured advance.
- j. Specifications
- k. Drawings.

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

IB.8 Clarification of Bidding Documents (SSP RULE 23(1))

8.1 Any interested bidder requiring any clarification(s) in respect of the bidding documents may notify the procuring agency in writing at the procuring agency's address indicated in the Invitation for Bids/NIT. Procuring agency will respond to any request for clarification provided they are received at least five calendar days prior to the date of opening of bid. Provided that any clarification in response to query by any bidder; shall be communicated to all parties who have obtained bidding documents.

IB.9 Addendum/Modification of Bidding Documents:

9.1 At any time prior to the deadline for submission of bids, the procuring agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the bidding documents by issuing addendum.

Any addendum thus issued shall be part of the bidding documents pursuant to sub- clause IB 7.1 hereof and shall be communicated in writing to all bidders. Interested bidders shall acknowledge receipt of each addendum in writing to the procuring agency.

To afford bidders reasonable time in which to take an addendum into account in preparing their bids, the procuring agency may extend the deadline for submission of bids in accordance with 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 procuring agency shall be in the language stipulated in the bidding data and Special Conditions of the 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 Accompanying 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 Bidding Data Sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 (A) & (B). Each bidder shall submit a written authorization on the letterhead of the bidding firm, authorizing the signatory of the bid to act for and on behalf of the bidder

- 11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
- (b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) The partner-in-charge shall always be duly authorized to deal with the Employer's Representative / Procuring Agency regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
- (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary

to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole of the works as described in IB 1.1 hereof, based on the unit rates or prices submitted by the bidder.

- 12.2 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities / Schedule of Prices. Items against which no rate or price is entered by a bidder will not be paid for by the procuring agency when executed and shall be deemed to be covered by rates and prices for other items in the Bill of Quantities / Schedule of Prices.

- 12.3 The bid price submitted by the contractor shall inclusive of all duties, taxes and other levies payable by the contractor under the contract, or for any other cause during the currency of the execution of the work or otherwise specified in the contract as on the date seven days prior to the deadline for submission of bids.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 Part-I : General Conditions of Contract **(GCC)**

- 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 70.1 of GCC & PCC. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause. Adjustment in prices quoted by bidders shall be allowed as per Appendix-C to bid.

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 procuring agency's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the bid price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in the bid.

- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the selling rates published and authorized by the State Bank of Pakistan prevailing

on the date, 07 (seven) days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the contract.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the bidding data from the date of opening of bid specified in clause IB.23
- 14.2 In exceptional circumstances, prior to expiry of the original, the procuring agency may request the bidders to extend the period of validity for a specified additional period, which shall not be for more than one third of the original period of bid validity. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without the forfeiture of the bid security. In case, a bidder agreed to the request, shall not be required or permitted to modify the bid, but will be required to extend the validity of the bid security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of the bid, a bid security in the amount stipulated in the bidding data 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, Pay order 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 favour of the procuring agency, which should commensurate with the bid validity period. The bank guarantee for bid security shall be acceptable in the manner as provided at Annexure BS-1.
- 15.3 Any bid not accompanied by an acceptable bid security shall be rejected by the procuring agency as non-responsive.
- 15.4 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 15.5 The bid security of the successful bidder shall 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 sub- clause IB 22.1;
 - (b) if the bidder does not accept the correction of his bid price pursuant to sub-clause IB 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement, or
 - (iii) Furnish the required JV Agreement within 7 days of the receipt of letter of acceptance.

IB.16 Alternate Proposals/Bids

- 16.1 Each bidder shall submit only one bid either by himself, or as a member of a joint venture, until and unless they have been requested or permitted for alternative bid, then he has to purchase separate bidding documents and alternate bid shall be treated as separate bid.
- 16.2 Alternate proposals are allowed only for procurement of works where technical complexity is involved and more than one designs or technical solutions are being offered. Two stage two envelope bidding procedure will be appropriate when alternate proposal is required.
- 16.3 Alternate bid(s) shall contain (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided that the total sum entered on the Form of Bid shall be that which represents complete compliance with the bidding documents.

IB.17 Pre-Bid Meeting

- 17.1 Procuring agency may, on his own motion or at the request of any bidder, 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, shall be communicated to all bidders. All bidders or their authorized representatives shall be invited to attend such a pre-bid meeting at their own expense.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Procuring agency 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 bidders. Any modification of the bidding documents listed in sub- clause IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the procuring agency 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 Alteration is not to be made neither in the Letters of Financial 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 Bidding 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 (in the case of copies, Photostats are also acceptable) and shall be signed by a person(s) duly authorized to sign on behalf of the bidder pursuant to sub- clause IB 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person(s) signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the procuring agency, or as are necessary to correct errors made by the bidder. Such corrections shall be initialed by the person(s) signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Financial Bids, their full and proper postal 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

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 shall be put in one sealed envelope and addressed as given in sub – clause 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 procuring agency at the address provided in the bidding data;
 - (b) bear the name and identification number of the contract as defined in the bidding data; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the bidding data.
- 19.3 In addition to the identification required in sub- clause IB 19.2 hereof, the inner envelope shall indicate the name and postal 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 procuring agency 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 procuring agency at the address specified not later than the time and date stipulated in the bidding data,
 - (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 shall be entertained for refund of such expenses.
 - (c) 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 Procuring Agency may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with IB-9. In such case, all rights and obligations of the procuring agency and the bidders shall remain the same as mentioned in the original deadline.

IB.21 Late Bids

- (a) Any bid received by the procuring agency after the deadline for submission of bids prescribed in to clause IB 20 shall be returned unopened to such bidder.
- (b) Delays in the mail, 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 submit the bid in time.

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 procuring agency 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 to sub - clauses IB22.1 and IB 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadlines for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the bid security in pursuance to clause IB 15.

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

IB.23 Bid Opening

- 23.1 A 'Single Stage Two Envelopes' procedure shall be adopted for opening of bids. First of all, the envelopes marked "Technical Bids" will be opened in the presence of bidder's representatives and the envelopes marked "Financial Bids" shall be held in custody of the Employer until the specified time of their opening.

A committee consisting of nominated members by the Employer and by the Employer's representative will open the Technical Bids in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Notice Inviting Bids. The bidders' representatives who are present shall sign in a register evidencing their attendance.

All envelopes marked Technical Bids shall be opened one at a time, and the bidder's name, undertaking regarding presence of Bid Security in the envelope of Financial Bid and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the opening of Technical Bids. The Employer will record minutes of opening of Technical Bids.

After evaluation of Technical Bids, the Employer will invite the bidders who have been determined as "**qualified**" and "**technically acceptable**" bidders to attend the opening of Financial Bids. The date, time and location of opening of the Financial Bids will be intimated in writing by the Employer. Bidders will be given reasonable notice of the opening of the Financial Bids.

- 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 Preliminary Examination of Technical Bids

- a) The Employer shall first examine qualification and experience Data as per Appendix M 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. 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.

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

23.7 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 technically 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.

23.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids or being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Financial Bids.

23.9 The Employer shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive and technically qualified 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. The absence of bidder's representative at the time of opening of Financial bid shall not cause the disqualification of the bidder or the entire process.

23.10 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 alternative offers; 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. No Bid shall be rejected at the opening of Financial Bids.

23.11 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.

- 23.12 Procuring Agency shall prepare separate minutes of the Technical and Financial Bid opening, including the information disclosed to those present in accordance with the clause IB.23.

IB.24 Process to be Confidential (SPP Rule 53)

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that Procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of authority and that of procuring agency if it website exists and intimated to all bidders at least seven (7) 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, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the procuring agency'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 as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bid (SPP Rule 43)

- 25.1 To assist in the examination, evaluation and comparison of bids, the procuring agency may, at its discretion, ask any bidder for clarification of the 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 procuring agency in the evaluation of the bids in accordance with Clause IB. 28.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the procuring agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub- clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations will be carried out in accordance with single stage-two envelopes bidding procedures.
- 26.3 A bid will be considered responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification

whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- 26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

(A) Major (material) Deviations

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 26.5 If a bid is not substantially responsive, it will be rejected by the procuring agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors before Financial Evaluation

- 27.1 Bids determined to be substantially responsive and technically qualified will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency 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 procuring agency 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 procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected 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 sub- clause IB 15.6(b) hereof.

IB.28 Financial Evaluation and Comparison of Bids

28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive and technically qualified in accordance with clause IB 26 & IB 23.

28.2 In evaluating the Bids, the procuring agency 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 (if any), for contingencies in the Summary Bill of Quantities / Schedule of 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 procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities / Schedule of Prices to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency 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 procuring agency against financial loss in the event of default of the successful bidder under the contract.

28.5 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2 (q);

- (i) "Coercive Practice" means any impairing or harming, or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) "Collusive Practice" means any arrangement between two or procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

- (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

28.6 Evaluation Report (SPP Rule 45)

After the completion of evaluation process, as described in clauses IB 23, IB26, IB 27 and IB 28, the procuring agency shall announce the results of bid evaluation in the form of report (available on the website of the authority) giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the authority and that of procuring agencies if its website exists and intimated to all bidders at least seven (7) days prior to the award of contract.

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

29.1 Subject to clauses IB 30 and IB 34 and provision of the rule: The procuring agency shall 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, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB.3 and qualify pursuant to sub-clause IB 29.2.

29.2 Procuring agency, at any stage of the bid evaluation, having credible reasons for or having prima facie evidence of any deficiency(ies) in contractor's capacities, may require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

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

IB.30 Procuring Agency's Right to reject all Bids or Annul/Cancellation the Bidding Process (SPP- Rules 25)

Notwithstanding clause IB. 29 and provision of the rule: (1) A procuring agency reserves may cancel the bidding process at any time prior to the acceptance of a bid or proposal; (2) The procuring agency shall incur no liability towards bidders solely by virtue of its invoking sub – rule (1); (3) Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; (4) The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for cancellation of the bidding process, but is not required to justify such grounds.

IB.31 Notification/Publication of the Award of Contract (SPP Rule 25).

31.1 Prior to expiry of the period of bid validity, including extension, prescribed by the procuring agency, the procuring agency shall notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall mention the sum which the procuring agency will pay to 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, procuring agency may hold meetings to clarify any item in the bid evaluation report.

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

31.4 Upon furnishing by the successful bidder of a Performance Security and signing of the contract, the procuring agency will promptly notify the name of the successful bidder to all bidders and return their bid securities accordingly.

31.5 Within seven days of the award of contract, procuring agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the bidding process, identify the bid through procurement identifying numbers, and the following information:

- (1) Evaluation Reports
- (2) Form of Contract and Letter of Award
- (3) Bill of Quantities / Schedule of Prices or Schedule of Requirements

31.6 Debriefing (SPP Rule 51).

- (a) A bidder may ask the procuring agency for reasons for non acceptance of his bid and may request for a debriefing meeting and procuring agency shall give him the reasons for such non acceptance, either in writing or by holding a debriefing meeting with such a bidder.
- (b) The requesting bidder shall bear all the costs of attending such a debriefing.

IB.32 Performance Security (SPP Rule 39)

32.1 The successful bidder shall furnish to the procuring agency a Performance Security in the form of pay order or demand draft or bank guarantee, and the amount stipulated in the bidding data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.

32.2 Failure of the successful bidder to comply with the requirements of Sub-clause IB.32.1 or clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

32.3 Validity of performance security shall extend at least ninety days beyond the date of completion of contract, or as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

IB.33 Signing of Contract Agreement (SPP Rule 39)

33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the procuring agency 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 procuring agency and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the procuring agency.

33.3 A procurement contract shall come into force when the procuring agency requires signs contract, the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract. Such affixing of signatures shall take place within the time prescribed in the bidding documents.

Provided that the procuring agency may reduce the maximum time limit for signing of contract, as and when required, and shall be mentioned in the bidding documents.

33.4 Stamp Duty

The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped at rate of 0.05 % of bid price (updated from time to time) stated in Letter of Acceptance.

IB.34 General Performance of the Bidders

Procuring agency may in case of consistent poor performance of the contractor and his failure to remedy the underperforming contract may take such action as may be deemed appropriate under the circumstances of the case including the rescinding the contract and/or black listing of such contractor and debarring him from participation in future bidding process.

IB.35 Integrity Pact (SPP Rule 89)

The bidder shall sign and stamp the Integrity Pact provided at Appendix-L to the bidding documents for all Provincial/Local Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

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

IB.37 Arbitration (SPP Rule 34)

Any dispute that is not amicably resolved shall be finally settled, unless otherwise specified in the Contract, under the Arbitration Act 1940 updated from time to time and would be held anywhere in the Province of Sindh at the discretion of procuring agency.

BIDDING DATA

BIDDING DATA

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

Reference to Instruction to	Bidding Data
IB-1 1.1	Name and Address of Employer: President Pakistan Tanners Association (South Zone) Environmental Society ST-32 Sector 6-C, Korangi Industrial Area, Karachi
1.2	Scope of Bid The Work under this Contract comprises the Modification and Up-gradation of Combined Effluent Treatment Plant for Korangi Tanneries.
IB-2 2.1	Source of Funds Required funds are being provided to the Employer by the Trade and Development Association of Pakistan (TADAP)
IB-3 3.1	Eligible Bidders Delete the text in its entirety and substituted with the following; "This invitation for Bids is open to all prequalified bidders, as specified in Notice Inviting Tender."
IB-6 6.1	Site Visits Delete the text of 6.1 in its entirety and substituted with the following; "The Prequalified Bidder or his authorized representative shall visit and inspect the Site of Works including suitable areas in the vicinity and surroundings to be used for Contractor are Camp, on his own responsibility and at his own expense, and obtain all the information from his own sources which may be necessary for the purpose of preparing the Bid. The Employer may assist but will not take any responsibility for the supply or correctness of the information. The Bidder shall, before submitting his Bid, satisfy himself in all respects including the following: a. The existing facilities in the vicinity of the Site of Work, the hydrological and climatological conditions, the form and nature of the Site of Work. b. The quantities and nature of the work and materials necessary for completion of the Works. c. The means of access to the site of work and exit from the site. d. The available accommodation on land for Contractor's Camp within or outside the site of work.

Reference to Instruction to	Bidding Data
	<p>e. All necessary information as to risks, contingencies and other circumstances, which may influence or affect the Bid.</p> <p>f. The type and nature of soil existing in area of work.</p> <p>g. The existing physical condition at Site including any obstructions or restrictions affecting the execution of works.</p> <p>h. Assessment of existing mechanical equipment.</p> <p>Each Bidder shall also enquire and satisfy himself as to the source, the quantity of supply, the sufficiency of and the means of obtaining and transporting all plant, material, labour, fuel, water, electricity, and other matters or things required for or in connection with the Works.</p> <p>In preparing the Bid, Bidder shall also consider his obligation to adequately store all materials and maintain existing facilities and all Temporary Works during the period of their usage.</p> <p>The Bidder must make local inquiries as to the physical conditions prevailing at the Site and obtain his own information on all matters and things that may in any way influence him in making a Bid and fixing the rates in the Bill of Quantities / Schedule of Prices. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in accordance to the Contract to be entered into by him should his Bid be accepted.</p> <p>The Bidder shall make his own investigations, enquiries and assessments, on all matters, of all conditions of existing constructions at the site and its vicinity, to his satisfaction before submitting his bid.”</p>
<p>IB-7 7.1</p>	<p>Contents of Bidding Documents</p> <p>Delete the text of 7.1 in its entirety and substituted with the following; “The Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.</p> <p><u>Volume: I</u></p> <ul style="list-style-type: none"> • Instruction to Bidders • Bidding Data • Letter of Technical Bids & Appendices(A,C,E,F,G,H,I ,K and M) • Forms • Part-I : General Conditions • Part II : Particular Conditions <p><u>Volume: II</u></p> <ul style="list-style-type: none"> • Employer’s Requirements: <ul style="list-style-type: none"> Part 1: Design Requirements Part 2: Particular Specifications for Works Part 3: General Specifications for Work <p><u>Volume: III</u> Financial Bid</p> <ul style="list-style-type: none"> • Letter of Financial Bid • Appendices(B, D,J & L) • BOQ / Schedule of Items

Reference to Instruction to	Bidding Data
IB-8 8.1	Time limit for clarification: Time limit for Clarifications is 07 days prior to the deadline for submission of Bid.
IB-10 10.1	Language of Bid The language of Bid is ENGLISH.
IB-11 11.1(A)	<p>Documents Accompanying the Bid: The Bidder shall submit with its Technical Bid the following documents:</p> <ul style="list-style-type: none"> (a) Letter of Technical Bid (b) Bid Security (IB.15) (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5) (d) Pending litigation information (e) Special Stipulations (appendix –A) (f) NOT USED (appendix –C) (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 (as required) (appendix –I) (l) Organization Chart for Supervisory Staff (appendix –K) (m) Criteria for Qualification (appendix –M)
11.1(B)	<p>The Bidder shall submit with its Financial Bid the following documents:</p> <ul style="list-style-type: none"> (a) Letter of Financial Bid (b) Foreign Currency Requirements (appendix –B) (c) Preamble to Bill of Quantities / Schedule of Items (appendix –D) (d) Schedule of Prices/Bill of Quantities (appendix –D) (e) Day works Schedule (appendix –D) (f) Estimated Progress Payments (appendix –J) (g) Integrity Pact (appendix –L)
IB-12 12.3	<p>Bid Prices</p> <p>Add the following paragraphs:</p> <ul style="list-style-type: none"> (a) The Bidder, by the act of submitting a Bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the Bidders may make from the information furnished by the Employer or the Employer’s Representative. No verbal agreement or conversation with any officer, employee or agent of the Employer or the Employer’s Representative either before, during or after the execution of the Contract, shall effect or modify any of the terms or obligations contained in the Contract.

Reference to Instruction to	Bidding Data
	<p>(b) The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing and importing of materials from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his Bid for all delays, additional costs and financing charges that may arise directly or indirectly there from.</p> <p>(c) Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the Works, the rates, total amounts and the Contract shall not relieve the Bidder whose Bid is accepted from any risks or liabilities or from the responsibility of completing and handing over the works.</p> <p>(d) The rates and prices set down by the Bidder against all the items in the Bill of Quantities / Schedule of Prices are to be the full inclusive value of the finished work described there-under and shall be deemed to include all costs of performing the Works including all taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract.</p>
IB-13 13.1	<p>Currencies of Bid and Payment</p> <p>Delete the text of 13.1 in its entirety and substituted with the following;</p> <p>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 shall bear all costs and risks for arranging the requirements of such currencies through his own resources.</p>
13.2	<p>Deleted</p>
IB-14 14.1	<p>Bid Validity:</p> <p>Period of Bid Validity is 90 days after the date of Bid opening.</p>
IB-15 15.1	<p>Amount of Bid Security:</p> <p>The Amount of Bid Security shall be 2% of Bid Price. The Bid Security shall be valid for 90 days after the date of Bid opening. The Bid security (original + copy) should be submitted in a separate envelope. Name of work and the name of Bidder should be clearly typed on the envelope.</p>
IB-16 16.2 & 16.3	<p>Alternate Proposals</p> <p>Delete the text of 16.2 and 16.3 in its entirety and substituted with the following “Alternate proposals by Bidders are not invited. Bidders will only quote for the tender design.”</p>

Reference to Instruction to	Bidding Data
IB-17 17.1	<p>Venue, time, and date of the pre-Bid meeting</p> <p>Will be intimated through letter</p>
IB-18 18.4	<p>Number of copies of the Bids to be completed and returned:</p> <p>One Original + One Copy of Bidding Documents.</p>
18.5	<p>Signing of Bid:</p> <p>Delete the last sentence of this para from “All pages……. the Bid” and substitute with the following:</p> <p>“All pages of the Bid including appendices, addendum, corrigendum’s, clarifications, and supplementary information as are issued shall be initialed and stamped by the person or persons signing the bid.”</p>
18.6	<p>Correction of Bids</p> <p>Add the following at the end of this sub clause:</p> <p>Each correction shall be separately signed and stamped. Over-writing, erasures, use of whitening fluid, correction tape for making corrections is not permitted. Noncompliance of these instructions may be construed as sufficient ground to render the Bid non-responsive.</p>
18.7	<p>Preparation of Bid</p> <p>Add the following at the end of this sub clause:</p> <p>Bids shall be prepared and submitted on the letters of “the Technical and Financial Bid” Contained in the Bid Document.</p> <p>All blank spaces must be filled in and completed form must be without interlineations or alteration of the original wording. Bid with incomplete and/or unsigned Form of Bid may be rejected /considered Non Responsive. The Bidder shall stamp and sign each page of Bid. Documents for the purpose of identification and acknowledgement of acceptance thereof.</p> <p>The Bid must conform in all respects to the Bidding Documents.</p>
IB-19 19.2(a)	<p>Procuring Agency's address for the purpose of bid submission:</p> <p>Employers address for the purpose of Bid submission shall be:</p> <p>President Pakistan Tanners Association (South Zone) Environmental Society ST-32 Sector 6-C, Korangi Industrial Area, Karachi.</p> <p>(b) Name and Identification Number of the Contract:</p> <p>“Contract Package: Modification and Up-gradation of Combined Effluent Treatment Plant for Korangi Tanneries.”</p>

Reference to Instruction to	Bidding Data
IB-20 20.1 IB-23.1	<p>(a)Deadline for submission of Bids: As notified in the “Notice Inviting Tender”.</p> <p>Venue, time, and date of bid opening:</p> <p style="padding-left: 40px;">Venue: Office of the Pakistan Tanners Association (SZ) ES ST-32 Sector 6-C, Korangi Industrial Area Karachi.</p> <p style="padding-left: 40px;">Time: 14:30 P.M</p> <p style="padding-left: 40px;">Date: As notified in the “Notice Inviting Tender”.</p>
IB-32 32.1 32.2 32.3 33.4	<p>Standard form and amount of Performance Security acceptable to the procuring agency:</p> <p>The successful bidder shall furnish to the Procuring Agency a Performance Security. The said Security shall be furnished or caused to be furnished by the Bidder within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) unconditional bank guarantee from any Scheduled Bank in Pakistan or (b) unconditional bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.</p> <p>The cost of complying with requirements of this Sub-Clause shall be borne by the Bidder.</p> <p>The Contractor’s failure to furnish the Performance Security within the time stated above shall be considered enough ground for rejection of his bid and forfeiture of his bid security.</p> <p>The Performance Security shall remain valid upto 28 days beyond the expiry of Defect Notification Period and shall be released within 28 days after receiving a copy of Performance Certificate.</p> <p>Stamp Duty Stamp duty at the rate enforced at the time of signing of Contract Agreement shall be paid by successful bidder. The bidder shall bear all costs associated with the payment of Stamp Duty.</p>
IB-38 38.1	<p>Add the following sub-clauses 38 – 43</p> <p>Sufficiency of Bid Each Bidder shall be deemed to have satisfied himself fully, before submitting the Bid, as to all aspects of the Works, correctness and sufficiency of his Bid and of rates and prices stated in the Bills of Quantities, which rates and prices shall, except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.</p> <p>Objections, excuses or claims made by the Bidder after submission of his Bid to the Employer shall not be entertained.</p>

Reference to Instruction to	Bidding Data
IB- 39 39.1	<p>Substitution of Codes & Standards</p> <p>Codes and Standards other than those referred to in the Specification may be accepted provided the Employer's Representative is satisfied that the proposed Codes and Standards are equivalent or better than those specified. If any of these alternative Codes and Standards are proposed to be used, it must be clearly stated in the Letter of Price Bid. The general intent of the Specifications must be maintained. The decision of the Employer's Representative as to whether alternative Codes and Standards fulfill the requirements of prescribed Standard and Codes, at all times, shall be final.</p>
IB-40 40.1	<p>Sub-Contractors</p> <p>Any Sub-Contractor is subject to the acceptance of the Employer/Employer's Representative and the sub-contract shall be subject to the same General Conditions of Contract as the main Contract. A list, as set forth in Appendix "I" showing the name and address and credentials of each proposed Sub-Contractor, the type of work to be sub-let and the reason for sub-letting shall be submitted with the Bid. Overall responsibility of all works, whether parts of its subcontracted or not, shall rest with the Bidders.</p>
IB-41 41.1	<p>Taxes & Duties</p> <p>The Bidder shall obtain all information as to Pakistan Income Tax, Sales Tax, Salaries Tax, Professional Tax, Company Tax, Services Tax, Municipal Octrois, Levies and any other taxes imposed by the local bodies, export and import duties, import surcharge, Iqra surcharge, etc., and necessary permits and confirm the requirements thereof at his own responsibility and include all such cost in his bid price. The quoted rate shall also include the cost of accepting the general risks/liabilities and obligations set forth or implied in the Contract.</p>
IB-42 42.1	<p>Insurance</p> <p>The Bidder shall estimate the amounts required to provide the insurance from approved insurers as specified in the Conditions of Contract Part-I & Part-II and the Bid Price shall be deemed to include all such amounts.</p> <p>The successful Bidder shall insure the work in accordance with Conditions of Contract Part I, Part II and ensure that it has become effective prior to commencement of work on site</p>
IB-43 43.1	<p>Alterations</p> <p>No alteration and addition shall be made in the letters of Technical and Financial Bids, Bill of Quantities / Schedule of Prices and the accompanying documents and if any such alterations / addition is made or if the Bills of Quantities are not properly filled in, or if these instructions are not fully complied with, the Bid will be rejected.</p>

**LETTER OF
TECHNICAL BID
& APPENDICES**

Letter of Technical Bid

Date:

Bid Reference No:
(Name of Contract/Works)

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the 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 Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

Appendix A - SPECIAL STIPULATIONS

Clauses Conditions of Contract

1.	Law and Language	1.4	The law to be applied is the law of Islamic Republic of Pakistan.
2.	Performance Security	4.2	10% of Contract Price stated in the Letter of Acceptance.
3.	Insurance against Injury to Persons and Damages to Property	18.3	Pak Rupees 500,000/ per occurrence with number of occurrences unlimited.
4.	Commencement of Work	8.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
5.	Time for Completion	8.2	12 (twelve) Months from the date of receipt of Engineer's Notice to Commence.
6.	Delay Damages	8.7	0.1% for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance
7.	Defects Liability	11.1	365 days from the effective date of Taking Over Certificate.
8.	Application for Interim Payments	14.9	10% of the amount of Interim Payment Certificate.
9.	Limit of retention Money	14.3	Limit of retention Money shall be 5% of Contract Price stated in the Letter of Acceptance.
10.	Payment of retention money	14.9	50% on completion of the project and balance 50% after successful completion of maintenance period of 365 days.
11.	Interim Payment	14.6	Not less than 10% of the Contract Price
12.	Advance Payment	14.2	Up to 10 % of Contract Price stated in the Letter of Acceptance.

(DELETED)

Appendix E - PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 8.2 of the General Conditions of Contract, the works shall be completed on or before the date stated in Appendix-A to Bid. The bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the works and parts of the works may meet procuring agency's completion targets in days noted below and counted from the date Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

Description

Time for Completion

Appendix F - METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

Appendix G - LIST OF MAJOR EQUIPMENT- RELATED ITEMS

[The bidder will provide on Sheet 2 of this Appendix 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 ownership prove, make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

LIST OF MAJOR EQUIPMENT

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

Appendix H - CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor 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.).

Appendix I - LIST OF SUBCONTRACTORS

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

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

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

**Appendix K - ORGANIZATION CHART FOR THE SUPERVISORY
STAFF AND LABOUR**

Appendix M - CRITERIA FOR QUALIFICATION

1.0 CRITERIA FOR QUALIFICATION

1.1 Bidders meeting the minimum requirements mentioned in para 1.2 besides other factors shall be considered for technical qualification. No compromise shall be made on relevant experience and Financial Capacity of the Bidders. Bidders shall not conceal any information in this request.

The Applicants not fulfilling / submitting the any one of the following mandatory information / requirements shall not be pre-qualified and shall be considered as non-responsive.

- 1) Valid PEC Registration as described in Notice Inviting Prequalification.
- 2) Average Annual Turn Over (minimum Rs. 500 million).
- 3) Auditor's Balance Sheets for the last 3 years (2017-2018, 2016-2017 & 2015-2016).
- 4) Litigation History on Stamp Paper of Rs.100/- duly signed and stamped by the Applicant (In case of JV Separate Litigation History for all JV / Associate Partners is mandatory).
- 5) A combined effluent treatment plant design firm of international repute should essentially be a part of the JV or Association members or proof of in house design capability.
- 6) Proof of registration with Income Tax Authority (FBR) and Sindh Revenue Board (SRB) and General Sales Tax (GST) registration, for national (local) firms.
- 7) No Blacklisting Declaration on Stamp Paper of Rs.100/- duly signed and stamped by the applicant. The applicant is never blacklisted from any Government, Semi-Government, Authorities or Autonomous Bodies etc.

1.2 The following weightages as detailed in 3.1 will be used in the Evaluation of the Bids for technical qualification.

S.No	Category	Maximum Weightage Points	Minimum Acceptable Weightage Points
1	Qualification of Firms		
	a. Experience in execution of wastewater treatment projects in industrial estates executed during last 10 years	50	35
	b. Design facility (Mandatory)	40	28
	c. Brief note on Understanding and Methodology of the Project	10	7
2	Key Personnel	100	70
3	Equipment Capabilities / Machinery	100	70
4	Financial Soundness	100	70
	Total	400	280

To technically qualify Bidders must obtain not less than the total specified minimum acceptable weightage points. However, obtaining of minimum acceptable Weightage points in category at S.No.1 & 4 is mandatory; failing which the Bidder shall be considered technically failed and his financial bid shall be returned un-opened.

2.0 INSTRUCTIONS TO APPLICANT

2.1 Submission of Applications

- 2.1.1 The name and mailing address of the Bidder Firm shall be clearly marked on the left hand of envelop.
- 2.1.2 The firm must have a permanent office and permanent staff, having registered mail address and an e-mail address and preferably has its own web site & these can be inspected by the client as and when required.
- Failure to demonstrate the permanency of the established office, may lead to the disqualification of the Bidder.
- 2.1.3 The Bidders must respond to all questions and provide complete information as advised in this document. Any lapses to provide essential information may result in disqualification of the Bidder.
- 2.1.4 The Bidders must respond to all questions and provide complete information in a proper sequence and Forms A-1 to A-10 and these forms shall be filled accordingly. Failure to present the information as asked in form A-1 to A-10 in a proper sequence will result in curtailment of weightage points as per Evaluation Criteria.
- 2.1.5 The value of work done and other financial figures should preferably be expressed in Pak Rupee with the conversion factor used.

2.2 Qualification Criteria

2.2.1 General

Qualification will be based on the criteria given in succeeding paras regarding the Bidder's relevant experience, personnel and equipment capabilities, and financial position, as demonstrated by the Bidder's responses. Sub-contractor's experience and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. However, Joint Venture experience of similar works & resources shall be considered. Consortium or Association of firms will be considered for similar treatment as in case of Joint Venture.

2.2.2 Relevant Experience

The Bidder shall meet the following minimum criteria:-

- a) Average annual turnover which is defined as billing for works in progress and completed over the last Three years shall not be less then **Rs. 500 million** per year. In case of Joint venture / Consortia the average annual turnover of the individual firms/partners shall be added together to arrive at JVs required average annual turnover of **Rs.500 Million per year**.
- b) Successful experience as lead contractor in the execution of at least two projects of similar nature and complexity comparable to the proposed contract (s) within the last Ten (10) years.

2.2.3 Personnel Capabilities

The Bidder must have in his employment suitably qualified personnel for last 12 months as regular employees to fill the following key management and specialist positions. The Bidder must submit the CVs along with the Pakistan Engineering Council registration certificate/number of the below listed staff.

Sr. No.	Position	Minimum Qualifications	Total Experience (Years)
1.	Project Manager	Graduate Engineer	15
2.	Procurement Manager	Graduate Engineer	10
3.	Contract Manager	Graduate Engineer	10
4.	HSE Manager	Graduate Engineer	10
5.	Wastewater Treatment Process Engineer	Graduate Engineer	15
6.	Structural Engineer	Graduate Engineer	08
7.	Mechanical Engineer	Graduate Engineer	08
8.	Electrical Engineer	Graduate Engineer	08
9.	Instrumentation Engineer	Graduate Engineer	08
10.	Quality Control Engineer	Graduate Engineer	08
Total			100

2.2.4 Equipment Capabilities

The Bidder should own, or have assured access to (through rented, lease, purchase agreement or other means), the following key items of equipment (limited to only major items of equipment) in full working order, and must demonstrate that, based on known commitments, these will be available for deployment on the proposed contract or works. The Bidder must provide lists of (1) equipment owned and (2) Equipment to be hired.

2.2.5 Financial Position

The Bidder should demonstrate that he has access to, or has available liquid assets, un-encumbered real assets, lines of credit and other financial means sufficient to meet the construction cash flow for the execution of works. Bidder's commitments for other ongoing contracts shall also be considered.

The audited balance sheets for the last three years should demonstrate the soundness of the Bidders' financial position, showing long term profitability and should submit unconditional Bank Letter confirming the current available credit line. Where necessary the Employer may make enquiries with the Bidder's Auditors.

2.3 Joint Ventures

2.3.1 Joint Venture must comply with the following requirements:-

- a) Following are minimum qualification requirements:-
 - i) The lead partner shall meet not less than 60 percent of the qualifying criteria given in the para 1.2.
 - ii) The other partner (s) shall meet not less than 40 percent of the qualifying criteria given in para 1.2.

- iii) The joint venture must collectively satisfy the criteria of paras 1.2, for which purpose the relevant figures for each of the partner shall be added together to arrive at the JV's total capacity. The weightage points shall be given on the basis of this total capacity.
- b) Bid shall be signed by all members of the JV so as to legally bind all partners, jointly and severally, and the bid shall be submitted with a draft copy of the JV agreement providing joint and several liability with respect to the contract.
- c) M.O.U of JV/Consortia made must be signed by all the partners and shall be attached in original.
- d) The Bidder (including all members of a JV) must not be associated, nor have been associated in the Past, with the consultant or any other entity that has prepared the design, specifications, and other qualification and bidding documents for the project, or was proposed as Engineer for the contract, over the last five years. Any such association may result in disqualification of the Bidder and JV.

2.3.2 Foreign Contractors

According to Clause 2 of PEC Engg Works Bye Laws 7:

A foreign constructor or foreign operator wishing to participate in the Bidding

Process in Pakistan shall obtain an appropriate license from the Council before initiating any activity which is a subject of these Bye- laws. The foreign Contractors or foreign operator may be granted license only for specific projects which need expertise and specialized technology of construction or operation not available with a Pakistani constructor or Pakistani operator. Any such foreign constructor or foreign operator shall enter into a joint venture agreement with the Pakistani constructor or Pakistani operator in which share of foreign constructor or foreign operator shall be limited to the expertise and technology not available with the Pakistani constructor or Pakistani operator. The establishment of a joint venture shall be subject to the condition that share of the Pakistani constructor or Pakistani operator shall not be less than thirty percent.

A foreign firm has to get ENLISTED with PEC before participating in the Bidding Process in Pakistan. Upon enlistment a certificate on Form PEC-5B shall be issued to the foreign constructor, or as the case may be, foreign operator on payment of requisite fee for allowing him to operate in Pakistan.

On fulfillment of conditions set out in clause (2) of bye- law 7 and submission of the relevant documents, the foreign constructor or foreign operator, if interested in bidding negotiation for any project, can obtain a license as prescribed in clause (4) of Engineering Works Bye Laws, upon depositing the requisite processing fee for that specific project.

3.1 Detailed Evaluation Criteria

3.1.1 Qualification of Firm

Maximum 100 Points

		Weightage Points
3.1.1 (a)	i. Successful completion of one (01) project of industrial effluent treatment plant which has a capacity of between 2,000 cum per Day during the last 10 years	35
	ii. Successful completion of two (02) project of industrial effluent treatment plant which has a capacity of between 2,000 cum per Day during the last 10 years	43
	iii. Successful completion of three (03) project of industrial effluent treatment plant which has a capacity of between 2,000 cum per Day during the last 10 years	50
3.1.1(b)	i. Mandatory design facility (shall include relevant design engineers, relevant design software, etc.) or association with reputable design house (The Firm or his design associates should have experience in Engineering design of two domestic / industrial effluent treatment plants with at least one of 2,000 cum per Day Capacity, completed during last 10 years.)	28
3.1.1(c)	i. Mandatory design facility or association with reputable design house (The Firm or his design associates should have experience in Engineering design of more than two domestic / industrial effluent treatment plants with at least one of 2,000 cum per Day, completed during last 10 years.)	40
3.1.1 (d)	Understanding of the Project along with the Methodology implementation	
	(i) Very Good	7
	(ii)Excellent	10

Note:

1. Proof of assignments shall be subject to submission of completion certificate which shall be treated as a mandatory requirement, failing which the project shall not be considered for evaluation.

3.1.2 Key Personnel

Maximum 100 Points

Sr. No.	Position	Weightage Points	
		Qualifications	Experience
1.	Project Manager	5	10
2.	Procurement Manager	3	7
3.	Contract Manager	3	7
4.	HSE Manager	3	7
5.	Wastewater Treatment Process Engineer	5	10
6.	Structural Engineer	3	5
7.	Mechanical Engineer	3	5
8.	Electrical Engineer	3	5
9.	Instrumentation Engineer	3	5
10.	Quality Control Engineer	3	5
Total Weightage Points		34	66

a.	Qualification i. PhD ii. MSc / MS Eng. iii BE /BSc / BS Eng. iv Below	100% 75% 50% 0%
b.	Experience For Project Manager & Process Design Engineer Only i. 20 years & above ii 18-20 years iii 15-18 years iv Below	100 % 90 % 80 % 0%
c.	Experience For 1. Procurement Manager 2. Contract Manager 3. HSE Manager 4. Structural Engineer 5. Mechanical Engineer 6. Electrical Engineer 7. Instrumentation Engineer 8. Quality Control Engineer i. Above 15 years ii. 10 to 15 years iii 8 to 10 years iii. Below	100 % 90 % 80 % 0 %

Detail CVs to be furnished on Form A-8, attached.

3.1.3 Equipment Capabilities

Maximum 100 Points

Sr. No	Equipment Type & Characteristics	Minimum Number Required	Points on Ownership	Point on Hiring
1	Excavators/ rock breakers	2	6	4
2	Wheel Loader	2	8	2
3	Grit/sand blasting equipment	2 sets	8	2
4	Arc Welding Plants	2 sets	8	6
5	Transit Concrete Mixer	2	8	2
6	Mobile Crane 20 Tons	2	8	6
7	Concrete Batching Plant 100 cum/Day with Backup Generators for Plant	1	12	1
8	Dewatering Pumps 4" & 6"Ø suction	10	10	7
9	Diesel Generators 20 to 75 KVA	2	12	7
10	Concrete Pump	1	10	1
11	Dumpers	4	10	2
Total Weightage Points			100	40

Note:

The Bidder must provide the list of:

(a) Equipment owned by the Bidder along with the ownership documents, if the ownership documents are not provided the equipment shall be considered as hired / rental.

3.1.4 Financial Bid Capacity

Total Weightage Points 100

1.	Average annual Turnover for the last 3 Years	Weightage Point 30
a.	Upto Rs. 500 million	20
b.	Above Rs. 500 million to 750 million	25
c.	Above Rs. 750 million	30

Note:

To be determined from the Auditor's Balance Sheet

2.	Working Capital for last three Years	Weightage Points 40
a.	Rs.100 million to Rs. 150 million	32
b.	Rs. 150 million to 200 million	36
c.	Above Rs.200 million	40

Note:

1. To be determined from the Auditor's Balance Sheet
2. The applicant must submit the unconditional Bank Certificate on the attached Proforma P-2 mentioning the currently available credit line of the Applicant and Auditor's balance Sheets for the last 3 years i.e 2015-2016, 2016-2017 & 2017-2018.
3. Where necessary the Employer may make enquiries with the applicant's Bank and or Auditors.
4. Working Capital = Current Assets – Current Liabilities

3.	Available Credit (Through Bank Letter)	Weightage Point 30
a.	Rs. 100 million to Rs. 150 million	21
b.	Rs. 150 million to 250 million	25
c.	Above Rs. 250 million	30

Note: The Bidder must submit in original the Bank Letter (as per Performa P-1, attached) clearly mentioning the currently available credit line of the Bidder and Auditor's balance Sheets for the last 3 years (2015-2016, 2016-2017 & 2017-2018). Where necessary the Employer may make enquiries with the Bidder's Bank and or Auditors.

Form A-1

General Information

All individual firms and each partner of a joint venture are requested to complete the information in this form. Nationality information is also to be provided for foreign owners or Bidders who are forming part of the Joint Ventures as required under the PEC Bye-Laws as a Partnership/Joint Venture.

Where the Bidder proposes to use named subcontractors for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the specialist subcontractor(s).

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

NATIONALITY OF OWNERS		
	NAME	NATIONALITY
1.		
2.		
3.		
4.		
5.		

Form A-2

General Experience Record

Name of Bidder or partner of a joint venture:

All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the Bidder (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed over the past ten years.

Use a separate sheet for each partner of a joint venture.

Annual Turnover		
Year	Turnover (in actual currency)	Equivalent Rupees in Millions.
1. Fiscal Year 2016-2017		
2. Fiscal Year 2017-2018		
3. Fiscal Year 2018-2019		

Form A-3

Joint Venture Summary

Names of all Partners of a Joint Venture
1. Lead Partner:
2. Partner:
3. Partner:
4. Partner:
5. Partner:
6. Partner:

Total value of annual construction turnover, in terms of work billed to clients,

Annual Turnover Data (Construction only; Equivalent in Pak Rupees, Millions)				
Partner	Form A-2 Page No.	Year 1 2016-2017	Year 2 2017-2018	Year 3 2018-2019
1. Lead Partner				
2. Partner				
Total:				

Form A-4

Particular Experience Record

Name of Bidder or partner of a joint venture:

To qualify, the Bidder shall be required to pass the specified requirements applicable to this form, as set out in the: Instructions to Applicant”.

On a separate page, using the format of Application Form A-5, each Bidder or partner of a Joint Venture is required to list all contracts of a value equivalent to Pak Rs.-(User/Employer to provide the amount) million, of a similar nature and complexity to the contract for which the Bidder wishes to qualify, undertaken during the last Fifteen(15) years The information is to be summarized, using Application Form A-5, for each contract completed or under execution by the Bidder or by each partner of a Joint Venture.

Where the Bidder proposes to use named subcontractor(s) for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the information in the afore-mentioned forms should also be supplied for each specialist subcontractor.

Form A-5

Details of Contracts of Similar Nature and Complexity

<i>Name of Bidder or partner of a joint venture:</i>
--

Use a separate sheet for each contract.

1.	Name of Contract:
	Country:
2.	Name of Employer:
3.	Employer Address
4.	Nature of works:
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, or at date of award for current contract Currency..... Currency..... Currency.....
7.	Equivalent in Pak/Rs.
8.	Date of Award:
9.	Date of Completion"
10.	Contract Duration (Years and Months) _____ Years _____ Months
11.	Specified Requirements

Form A-6

Summary Sheet: Current Contract Commitments /Works in Progress

Name of Bidder or partner of a joint venture:

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

Name of Contract	Contract Price as on -----	Value of Outstanding / remaining work (Equivalent Pak Rs. Millions)	Estimated Completion Date
1.			
2.			
3.			
4.			
5.			
6.			

Form A-7

Personnel Capabilities

<i>Name of Bidder:</i>

For specific positions essential to contract implementation, Bidders should provide the name of candidate qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form for each candidate (Form A-8).

1.	Title of Position Project manager
	Name of Prime Candidate
2.	Title of Position Procurement Manager
	Name of Prime Candidate (1)
	Name of Candidate (2)
3.	Title of Position Contract Manager
	Name of Candidate
4.	Title of Position HSE Manager
	Name of Prime Candidate
	Name of Alternate Candidate
5.	Title of Position Wastewater Treatment Process Design Engineer
	Name of Candidate
6.	Title of Position Structural Engineer
	Name of Candidate
7.	Title of Position Mechanical Engineer
	Name of Candidate
8.	Title of Position Electrical Engineer
	Name of Candidate

9.	Title of Position	Instrumentation Engineer
	Name of Candidate	
10.	Title of Position	Quality Control Engineer
	Name of Candidate	

Form A-8

Candidate Summary

<i>Name of Bidder</i>

Position	
Candidate information	1. Name of Candidate 2. Date of Birth
	3. Professional Qualification
Present employment	4. Name of employer
	Address of employer
	Telephone Contact (manager/personnel officer)
	Fax Telex
	Job title of candidate Years with present employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

Month/ Dates/Years		Company / Project / Position / Relevant technical and management experience
From	To	

Form A-9

Equipment Capabilities

<i>Name of Bidder</i>

The Bidder shall provide adequate information to demonstrate clearly that he has the capability to meet the requirements for each and all items of equipment listed in the Instructions to Bidders. A separate Form shall be prepared for each item of equipment listed in 3.1.3.

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

Omit the following information if it is owned by the Bidder or partner.

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

Form A-10

Financial Capability

Name of Bidder or Partner of a Joint Venture

Bidders, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders. Each Bidder or partner of a joint venture must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year) for the previous Ten years, based upon known commitments, projected assets and liabilities in pak Rupees equivalent for the next two years.

Financial information in Pak Rs. Or equivalent	Actual: previous three year		
	1 (2015-16)	2 (2016-17)	3 (2017-18)
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Profits before taxes			
6. Profits after taxes			
7. Turn Over			

Specific proposed sources of financing to meet the cash flow of the Project, net of current commitments (2.2.5).

Source of financing	Amount (Pak Rs. or equivalent)
1.	
2.	
3.	
4.	

Attach audited financial statements for the last three years (for individual Bidder or each partner of joint venture).

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin in case of foreign firms.

Performa P-1

Ref No. -----

Date: -----

ON THE LETTER HEAD OF THE BANK

TO WHOM IT MAY CONCERN

This is to certify that M/s. (Name, Address of the Company) are maintaining their Account No. ----- with us satisfactorily.

This is also certified that the above referred company has an approved current credit line facility of Rs. ----- (Rs. In Words -----) on the basis of their Financial Strength, Market Reputation and Securities with us. We are confident that they are financially capable to complete any mega project like yours in Pakistan.

This Certificate is being issued at the request of M/s. (Name of Company).

Authorized Signature

Authorized Signature

FORMS

**BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE
INDENTURE BOND FOR SECURED
ADVANCE**

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

Security Executed on _____(Date)

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

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

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

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

WHEREAS, the Procuring Agency 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 procuring agency, conditioned as under:

- (1) that the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) that the bid security of unsuccessful bidders will be returned by the procuring agency 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 procuring agency 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 procuring agency in accordance with his bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the

faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT the procuring agency 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 procuring agency forthwith and without any reference to the Principal (Bidder) or any other person. IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

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

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

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

Name of Principal (Contractor) with
address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the procuring agency, 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 defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without cavil or arguments and without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the procuring agency'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 Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the procuring agency 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 procuring agency forthwith and without any reference to the Principal or any other person.

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

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

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

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the " Procuring Agency") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency 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, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) Part II : The Particular Conditions ;
 - (f) Part I :The General Conditions ;
 - (g) The priced Bill of Quantities / Schedule of Prices (Appendix-D to Bid);
 - (h) The completed Appendices to Bid (B, C, E to L);
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) _____ (any other)
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

FORM OF MOBILIZATION ADVANCE GUARANTEE (Bank Gurantee)

Guaranteeing. _____ Date _____

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

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

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

AND WHEREAS, _____ (Scheduled Bank in Pakistan)

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier. (Date) The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

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

GUARANTOR

1. Signature _____

2. Name _____

3. Title _____

WITNESS

1.

Corporate Secretary (Seal)

2.

(Name Title & Address)

Corporate Guarantor(Seal)

FORM OF INDENTURE FOR SECURED ADVANCES

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the _____ day of _____ 20 _____ BETWEEN _____ (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and _____ (hereinafter called "the Employer" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work).
(Here enter (the description of the works)

AND WHEREAS the contractor has applied to the _____ for an advance to him of Rupees _____ (Rs. _____) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees, (Rs. _____) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (B) the said works signed by the contractor Fin R.Form.17.A.

On _____ and on such covenants and conditions as are hereinafter contained and the Employer has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees _____ (Rs. _____) on or before the execution of these presents paid to the Contractor by the Employer (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Employer the said materials by way of security for the said amount.

And doth hereby covenant and agree with the Employer and declare ay follow:-

- (1) That the said sum of Rupees. _____ RS. _____) so advanced by the Employer to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by (the Employer as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to

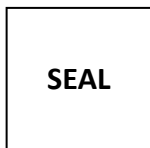
indemnify and save harmless the Employer against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

- (3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Employer's Representative and in the terms of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by the Employer/Employer's Representative or any officer authorized by them. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Employer/Employer's Representative and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- (5) Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Employer or an officer authorized by him in that behalf.
- (6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.
- (7) At if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Employer and the Contractor hereby covenants and agrees with the Employer to repay and the same respectively to it accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees _____ (Rs. _____) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that not,

withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly. Once there with the Employer may at any time thereafter adopt all or any of following courses as it may deem best ;-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Employer on demand.
 - (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be settled in accordance with the provisions specified in Conditions of Contract.

Singed, sealed and delivered by*
In the presence of



1st Witness
2nd Witness

CONDITIONS OF CONTRACT

General Conditions

The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for EPC/Turnkey Projects” First Edition 1999 ISBN 2-88432-021-0 published by the Federation Internationale des Ingenieurs – Couseils (FIDIC).

Note: The Bidders are advised to obtain Copies of FIDIC General Conditions of Contract, directly from

FIDIC – International Federation of Consulting Engineers
World Trade Center II - Geneva Airport
P. O. Box 311. CH-1215 Geneva 15,
Switzerland.
E-mail: fidic@fidic.org
Web: <http://www.fidic.org>

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Particular Conditions

The Conditions of Contract comprise the General Conditions, which form part of the Conditions of Contract for EPC/Turnkey Projects” First Edition 1999 published by the Federation Internationale des Ingenieurs – Couseils (FIDIC), and the following “Particular Conditions” which include amendments and additions to such General Conditions

1 General Provisions

1.1. Definitions

1.1.1.4. Tender

The following is added at the end:

“The word ‘tender’ is Synonymous with ‘bid’, the word ‘tender document’ with ‘bidding documents ’and the word bidder” with ‘tenderer’.

1.1.2. Parties and Persons

1.1.2.2. “**The Employer**” is the **Pakistan Tanners Association (SZ) ES** with office at ST-32 Sector 6-C, Korangi Industrial Area, Karachi and the legal successors in tittle to this position.

1.1.3. Dates, Tests Periods and Completion

1.1.3.7 Defects Notification period

Defects Notification Period shall be twelve (12) calendar months calculated from date on which Works are completed [Sub-clause 8.2] of the Works until taking over of the works by the Employer [Sub-clause 10.1].

1.1.4. Money and Payments

1.1.4.5 Local Currency means Pak Rupees

1.1.6. Other Definitions

1.1.6.2. “Country” means the Islamic Republic of Pakistan

1.3 Communications

In sub paragraph (a), delete the words, “or transmitted using any of the agreed system of electronic transmission”

Add the following words:

“Communication by mail should be duly acknowledged”

1.4 Laws and Language

The Contract be governed by the Law in force in the Islamic Republic of Pakistan.

The language for Contract & Communication shall be English.

1.5. Priority of Documents

In pursuance to this Sub-Clause, delete the sequence of document listed from (a) to (e) and substituted as follows :

- (a) the Contract Agreement,
- (b) the Employer's Letter of Acceptance of the Bid,
- (c) Appendix A to Bid, Special Stipulations,
- (d) Particular Conditions of Contract,
- (e) the General Conditions of Contract,
- (f) the Employer's Requirements
- (g) the Schedule of Prices, and
- (h) the Bid and any other document forming part of the Contract and
- (i) Addendum if any shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract Agreement.

1.6. Contract Agreement

Delete the second sentence of this Sub-Clause and substituted the following text:
The cost of stamp duties and similar charged (is any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor. The Contractor shall provide six copies of signed Contract agreement to the Employer in proper book form for record. The cost in this respect will be borne by the Contractor.

2. The Employer

2.1 Right of Access to the Site

The Employer shall give to the Contractor right of access to and possession of as such of the site as is required for the Performance of work in accordance with the agreed work program.

2.4. Employers Financial Arrangements

Sub-Clause 2.4 is deleted in its entirety and substituted with following:

The Employer has received funds for the execution of the project from the Government of Sindh. The funds are released annually through provision in the Government Budget according to the schedule of Establishment of Combined Effluent Treatment Plant to enable the Employer to pay the Contract price (as estimated at that time) in accordance with Claus 14 (Contract Price and Payment).

3.1 The Employer's Representative

Pursuant to this Sub-Clause the Employer has appointed M/s NEC Consultants (Pvt.) Ltd., having their office C-44, Block 17, Gulshan-e-Iqbal, Karachi, Pakistan to act as Employer's Representative for this Contract.

The Employer's Representative shall obtain the specific approval of the Employer before taking any of the following actions specified in the General Conditions:

- (a) Consenting to sub-contract for any of the works under Sub-Clause 4.4
- (b) Determining an Extension of time under Sub-Clause 8.4;
- (c) Issuing the Taking-Over Certificate under Clause 10;

- (d) Issuing the Performance Certificate under Sub-Clause 11.9;
- (e) Issuing variations under the Sub-Clause 13.1
- (f) Fixing rates and prices of variations under Sub-Clauses 13.3
- (g) Termination of Contract under Sub-Clause 15.2
- (h) Extension of Defect notification period under Sub-Clause 11.3

Notwithstanding the obligation as set out above to obtain approval, if, in the opinion of the Employer, an emergency occurs affecting safety of life or of the Works or of adjoining property, he may without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such instructions as may be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instructions of the Employer. The Employer shall determine any addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly with a copy to the Employer.

4. The Contractor

4.2 Performance Security

In the second para of this Sub-Clause delete the following words from the second line:

“after both parties have signed the Contract Agreement”
and substituted the following words:

“of the receipt of Employer’s Letter of Acceptance”

Pursuant to this Sub-Clause following is added:

- (i) In order to comply with the provisions of the first paragraph of this Sub-Clause, the Contractor shall obtain a Performance Security in the form of an irrevocable & unconditional Bank Guarantee in the sum of ten (**10**) percent of the Contract Price.
- (ii) The Contractor shall get the un-conditional Bank Guarantee issued by a local scheduled bank located in Karachi or by a foreign bank through a correspondent scheduled bank located in Karachi or underwritten by a scheduled bank located in Karachi. The form of Performance Security can be found in the Forms section, earlier in the document.
- (iii) The fifth paragraph of this sub-clause is deleted.

4.3 Contractor’s representative

Add the following at the end of this Sub-Clause.

If the Contractor’s Representative, is not fluent in the English language, the Contractor shall make a competent interpreter available during all working hours.

4.4 Sub Contractors

The Contractor shall appoint the Subcontractors listed in Appendix I to Bid. Any other sub-contractor to be appointed shall be subject to the approval of the Employer and in accordance with the requirement of Sub-Clause 4.4 of the General Condition of Contract.

4.16 Transport of Goods

Add the following para at the end of this Sub-Clause:

“For all plant, materials and equipment intended for the works and to be brought into the country by sea, the Contractor shall use ships of Pakistan Shipping Corporation unless the said corporation confirms in writing its inability to transport such goods.

4.18 Protection of the Environment

The Contractor shall comply with the requirements of National Environmental Protection Act and National Environmental Quality Standards.

4.19 Electricity, Water and Gas

In pursuance of para three of the Sub-Clause, the Contractor shall pay to the Employer for electricity, water and miscellaneous services required during construction, erection and installation works on the following rates:

- a) electricity: KE’s prevailing rates including all the charges, surcharges and overheads computed by the Employer on the basis of billed amount for the month divided by the units consumed in the month.
- b) Water: The Employer will allow use of water from its mains as per commercial tariff applicable per 1000 gallons duly metered.
- c) Miscellaneous Supplies and Services: On mutually agreed rates, if available.

For testing commissioning, operation and during the running maintenance period the electricity, water and liquid chlorine shall be provided at site by the Employer free of cost to the Contractor.

4.22 Security of the Site

Add Sub Clause (c) “The Contractor shall maintain his own security personnel on and around the Site. Security cover at site shall also be extended to the Employer”

5.6 As Built Documents

The number of copies of As Built drawings and documents to be submitted by six sets plus reproducible set.

6. Staff and Labor

6.8 Contractor’s Superintendence

Add the following at the end of this Sub-Clause:

A reasonable proportion of the Contractor’s Superintending staff shall have a working knowledge of the English language, or the Contractor shall have a sufficient number of competent interpreters available on Site during all working hours

(a) Foreign Staff and Labor

The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Contractor shall be responsible for return to the place where they were recruited or to the country of their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making arrangements for their return or burial.

(b) Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow their importation, sale, gift, barter or disposal by Contractor's Personnel.

(c) Arms and Ammunitions

The Contractor shall not give barter or otherwise dispose of to any person, any arms or ammunition of any kind or allow Contractor's Personnel to do so.

(d) Festival and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

7. Plant, Material and Workmanship.

Add a new sub-clause as follows

7.9. Eligible Source Countries

All Goods shall have their origin in any countries except those excluded by the Trade Policy of the Government of Pakistan.

8.7 Delay Damages

Pursuant to this Sub-Clause, the delay damages for each day of delay or part thereof in completion of whole of the works or any section of work shall be payable at the rate of **0.1 percent** of the Contract Price subject to a maximum of **10 percent** of the Contract Price

9.1 Contractor's Obligation

For the purpose of this Sub-Clause, the tests on completion as specified in the Employer's Requirements shall be carried out at the times and stages of work specified therein. Notwithstanding the successful completion of specified tests on completion, the Employer shall take over the works only on satisfactory completion of Tests as per Sub-Clause 8.2

13 Variations and Adjustments

13.4 Payment in Applicable Currencies

Pursuant to this Sub-Clause the only currency for payments under the Contract shall be Pakistan Rupees.

13.8 Adjustments for Changes in Costs

This Sub-Clause is deleted in its entirety.

14. Contract Price and Payment

14.1 The Contract Price

Add the following Para (c) at the end of the Sub-Clause 14.1

- (c) The Contractor, and Contractor's Personnel shall be responsible for the payment of all taxes payable under law including their income tax, super tax and other taxes on income arising out of the Contract and the Contract Price shall be deemed to cover all such taxes.

Deduction of advance income tax from the net payable bill amounts shall be made in accordance with prevalent Income tax Laws of the Government of Pakistan. These deductions shall be deposited in the Government of Pakistan Treasury by the Employer to the account of the Contractor.

14.2 Advance Payment

This Sub-Clause is deleted in its entirety and substituted by the following :

- (i) The Employer shall make an advance payment, as an interest free loan in Pak Rupees for mobilization and design up to an amount equal to fifteen (15) percent of the Contract Price less Provisional Sums (Sub-Clause 13.5 of the General Conditions)
- (ii) The Employer shall pay Advance Payment in one installment, The Contractor shall furnish to the Employer an irrevocable and unconditional Bank Guarantee, in the amount of the Advance Payment, issued by a scheduled bank located in Pakistan or by a foreign bank through a correspondent scheduled bank located in Pakistan. This guarantee shall remain valid & effective till such time all the advance payment is fully recovered by the Employer. The Form of Advance Payment can be found in the Forms section, earlier mentioned in this volume.
- (iii) The currency of advance payment shall be Pak Rupees.
- (iv) The Advance Payment shall be recovered through proportional deductions in interim payments. Deductions shall commence from the third monthly interim payment, and shall be made at the rate of twenty (20) percent of the gross amount of interim payments, until such time full Advance Payment has been recovered always provided that advance payment shall be completely recovered prior to two months before stipulated date of completion of the Works [Sub-Clause 8.2]. The amount of last five installments will be adjusted to ensure recovery by stipulated target date.
- (v) If the advance payment has not been recovered prior to the completion of the works or prior to termination under Clause 15 [termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance amount shall immediately become due and payable by the Contractor to the Employer.

14.3 Application for Interim Payments

Pursuant to the provisions of sub-paragraph (c) of this Sub-Clause, retention money shall be deducted by the Employer at the rate of ten (10) percent of the total amount of the payment certificate, till the limit of Retention Money, equal to five (5) percent of the Contract Price, is reached. The Employer shall also deduct advance income taxes from all payment as per Sub-Clause 14.1.

The Currency of Payment shall be local currency (Pak Rupees) and all payments made in accordance with the Contract shall be in local currency (Pak Rupees)

14.5 Plant and Material Intended for the Works

No payment for any plant or material intended for works shall be made until the same is delivered at site in accordance with Contract.

14.6 Interim Payments

Delete the first sentence of this Sub-Clause and substituted by the following:

“No amount will be paid until the Employer and the Contractor have both signed a Contract Agreement”

14.7 Timing of payments

- (i) Sub-para (a) of this Sub-Clause is deleted in its entirety and substituted by the text :
the advance payment within 42 calendar days after the Employer received the documents in accordance with Sub-Clause 14.2 [Advance Payment]
- (ii) Sub-para (b) of this Sub-Clause, second line read “**42 days**” in place of ‘56’.

14.11 Application for Final Payment

In this Sub-Clause, in the first line delete the words “Performance Certificate” and substitute the words “Take-Over Certificate of whole of the Works by the Employer”.

14.15 Currencies of Payment

This Sub-Clause is deleted in its entirety and substituted by the following :

The Currency of Payment shall be local currency (Pak rupees) and all payments made in accordance with the Contract shall be in local currency (Pak Rupees).

18. Insurance

18.1 General Requirements of Insurance for Insurance

Pursuant to the provisions of this Sub-Clause, the Contractor shall provide evidence to the Employer prior to the start at the site that the insurances required under the Contract have been effected and shall within 84 days of the Commencement Date, provide insurance policies to the Employer. All insurances under the Contract will be obtained from the National Insurance Corporation of Pakistan or any Insurance Company having at least AA rating from PACRA/JCR in favour of the Employer.

19.7 Release from Performance Under the Law

Delete the word “or unlawful” occurring in the third line of this sub clause.

20. Claims, Disputes and Arbitration

20.2 Appointment of the Dispute Adjudication Board (DAB)

The Dispute Adjudication Board (DAB) shall comprise of three members unless otherwise agreed between the parties.

20.3 Failure to Agree Dispute Adjudication Board

Pursuant to the provisions of this Sub-Clause the appointing entity shall be the Pakistan Engineering Council or any person so authorized by the Pakistan Engineering Council.

20.6 Arbitration

Delete the text of this sub-clause in its entirety and substituted with the following:

Any dispute in respect of which :

- (a) the decision, if any, of the Dispute Adjudication Board has not become final and binding pursuant to Sub-Clause 20.5, and
- (b) amicable settlement has not been reached within the period stated in Sub-Clause 20.5

Shall be finally settled, under the provisions of Arbitration Act 1940 as amended or any statutory modification or re-enactment thereof for the time being in force. The arbitrator(s) appointed under the said Act shall have full power to open up, review and revise any opinion, instruction, determination, certification or valuation of (or on behalf of) the Employer and any decision of the Dispute Adjudication Board related to the dispute.

Neither party shall be limited in the proceedings before such arbitrators(s) to the evidence or arguments put before the Dispute Adjudication board for the purpose of obtaining its decision pursuant to Sub-Clause 20.4. Any decision of the Dispute Adjudication Board shall be admissible as evidence in the arbitration and no member of the DAB shall be disqualified from being called as witness before the arbitrators on any matter whatsoever relevant to dispute.

Arbitration may be commenced prior to or after completion of the works provided that the obligation of the Employer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works
The place of Arbitration shall be at Karachi

General Conditions of Dispute Adjudication Agreement

1. Definitions

Each "Dispute Adjudication Agreement" is a tripartite agreement by and between:

- (a) The "Employer"
- (b) The "Contractor"
- (c) The "Member" who is defined in the Dispute Adjudication Agreement as being:
 - (i) The sole member of the "DAB" (or "adjudicator") and where this is the case all reference to the "Other Member" do not apply,
 - Or
 - (ii) One of the three persons who are jointly called the "DAB" (or "dispute adjudication board") and, where this is the Case, the other two persons are called the "Other Members"

The Employer and the Contractor have entered (or intended to enter) into a Contract, which is called the "Contract" and is defined in the Dispute Adjudication Agreement, which incorporates this Appendix. In the Dispute Adjudication Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

The Dispute Adjudication Agreement shall take effect when the Employer, the Contractor and each of the Members (or Member) have respectively each signed a dispute adjudication agreement.

When the Dispute Adjudication Agreement has taken effect, the Employer and the Contractor shall each give notice to the Member accordingly. If the Member does not receive either notice within six months after entering into the Dispute Adjudication Agreement, it shall be void and ineffective.

This employment of the Member is a personal appointment. No assignment or subcontracting of the Dispute Adjudication Agreement is permitted without the prior written agreement of all parties to it and of the Other Members (if any).

3. Warranties

The member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Employer's Representative. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representative that he/she is:

- (a) Experienced in the works which the Contractor is to carry out under the Contract
- (b) Experienced in the interpretation of contract documentation, and
- (c) Fluent in the language for communication defined in the Contract

4. General Obligations of the Members

The Member shall

- (a) Have no interest financial or otherwise in the Employer or the Contractor, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement;
- (b) Not previously have been employed as a consultant or otherwise by the Employer or the Contractor, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Adjudication Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Adjudication Agreement and to his/her best knowledge and recollection, any professional or personal relationship with any director, officer or employee of the Employer or the Contractor, and any previous involvement in the overall project of which the Contract forms the part;
- (d) Not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Employer or the Contractor, except as may be agreed in writing by the Employer. The Contractor and the other Members (if any);
- (e) Comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract
- (f) Not give advice to the Employer, the Contractor, the Employers Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules
- (g) not while a Member enter into discussions or make any agreement with the Employer or the Contractor regarding employment by any of them., whether as a consultant or otherwise after ceasing to act under the Dispute Adjudication Agreement;
- (h) Ensure his/her availability for any site visit and hearings as are necessary; and
- (i) Treat the details of the Contract and all the DAB's activities and hearing as private and confidential and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any)

5. GENERAL OBLIGATIONS OF THE EMPLOYER AND THE CONTRACTOR

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract otherwise than in the normal course of the DAB's activities under the Contract and the Dispute Adjudication Agreement. The Employer and the Contractor shall be responsible for compliance with this provision by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- a) be appointed as an arbitrator in any arbitration under the Contract;
- b) be called as a witness to give evidence concerning any Dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he/she is relieved from liability, under the preceding paragraph.

6. PAYMENT

The Member shall be paid as follows, in the currency named in the Dispute Adjudication Agreement:

- a) a daily fee which shall be considered as payment in full for:
 - i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the Site, or another location of a meeting with the Other Members (if any);
 - ii) each working day on Site visits, hearings or preparing decisions; and
 - iii) each day spent reading submissions in preparation for a hearing.
- b) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses, including visa charges) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent (5%) of the daily fee referred to in subparagraph (a) of this Clause.
- c) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The daily fees shall be as specified in the Dispute Adjudication Agreement.

Immediately after the Dispute Adjudication Agreement takes effect, the member shall before engaging in any activities under the Dispute Adjudication Agreement, submit to the Contractor, with a copy of the Employer, an invoice for (a) an advance of twenty five (25) percent of the estimated total amount of daily fees to which he/she will be entitled and (b) an advance equal to the estimated total expenses that he/she shall incur in connection with his /her duties. The member shall not be obliged to engage in activities under the dispute adjudication agreement until each of the members has been paid in full for invoices under this paragraph.

Thereafter the member shall submit to the Contractor, with a copy of the Employer, invoices for the balance of his/her daily fees and expenses, less the amounts advanced. The DAB shall not be obliged to render its decisions until invoices for all daily fees and expenses of each member for making a decision shall have been paid in full.

Unless paid earlier in accordance with the above, the Contractor shall pay each of the members invoices in full within 28 calendar days, after receiving each invoice and shall apply to the Employer (in the statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Adjudication Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the function of the DAB, and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 [Delayed Payment] of the General Conditions of Contract.

If the Member does not receive payment of the amount due within 28 days after submitting a valid invoice, the Member may (i) suspend his/her services (without Notice) until the payment is received, and/or (ii) resign his/her appointment by giving Notice to the Employer and the Contractor. The Notice shall take effect when received by them both. Any such notice shall be final and binding on the Employer, the Contractor and the Member

7. DEFAULT OF THE MEMBER

If the Member fails to comply with any of his obligations under Clause 4 above, he/she shall not be entitled to any fees or expenses, and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DAB which are rendered void or ineffective by the said failure to comply.

8. DISPUTES

Any Dispute or claim arising out of or in connection with this Dispute Adjudication Agreement, or the breach, termination or invalidity thereof, shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof, for the time being in force.

9. PROCEDURAL RULES

9.1 The Employer and the Contractor shall furnish to the DAB one copy of all documents which the DAB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DAB and the Employer or the Contractor shall be copied to the other Party. If the DAB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.

9.2 If any Dispute is referred to the DAB in accordance with Sub-Clause 20.4 [*Obtaining Dispute Adjudication Board's Decision*] of the General Conditions of Contract, the DAB shall proceed in accordance with the said Sub-Clause 20.4 and these Rules, or as otherwise agreed by the Employer and the Contractor in writing. Subject to the time allowed to give Notice of a decision and other relevant factors, the DAB shall:

- a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case; and
- b) adopt procedures suitable to the Dispute, avoiding unnecessary delay or expense.

- 9.3 The DAB may conduct a hearing on the Dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
- 9.4 Except as otherwise agreed in writing by the Employer and the Contractor, the DAB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Employer's Representative, and to proceed in the absence of any party who the DAB is satisfied received Notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
- 9.5 The Employer and the Contractor empower the DAB, among other things, to:
- a) establish the procedure to be applied in deciding a Dispute;
 - b) decide upon the DAB's own jurisdiction, and as to the scope of any Dispute referred to it;
 - c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules;
 - d) take the initiative in ascertaining the facts and matters required for a decision,
 - e) make use of its own specialist knowledge, if any;
 - f) decide upon the payment of financing charges in accordance with the Contract;
 - g) decide upon any provisional relief such as interim or conservatory measures; and
 - h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Employer's Representative, relevant to the Dispute.
- 9.6 The DAB shall not express any opinions during any hearing concerning the merits of any arguments, advanced by the Parties. Thereafter, the DAB shall make and give its decision in accordance with Sub-Clause 20.4 [*Obtaining Dispute Adjudication Board's Decision*] of the General Conditions of Contract, or as otherwise agreed by the Employer and the Contractor in writing.
- If the DAB comprises three persons:
- a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
 - b) it shall endeavor to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
 - c) if a Member fails to attend a meeting or hearing, or to fulfill any required function, the other two Members may nevertheless proceed to make a decision, unless
 - i) either the Employer or the Contractor does not agree that they do so; or
 - ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.