SOFTWARE TECHNOLOGY PARK (STP), LAHORE
Bid Documents
For Execution / Construction of
LANDSCAPE WORKS



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PROJECT INFORMATION

The Software Technology Park (STP) Project consists of 17 Storey Tower Block and 6 story Integrated Car-park structure (having total covered area approximately 4,75,000 Sft). The project is located at Ferozpur Road, Model Town Lahore. The STP Project, owned by Punjab Information Technology Board (PITB), Government of Punjab, Pakistan. will be an architectural icon and it will offer state-of-the-art infrastructure and modern services.

The project is under construction and scheduled to complete during 2011. Architectural and Structural works are almost complete, whereas M&E are in progress.

PITB intends to make the STP premises lush green and environmental friendly to make a good impression on the occupants & visitors. The main objective is to provide an excellent ambience of work-environment. The total area reserved for outside landscaping is approximately 20,000 Sft, which is scattered into 12 or more different locations. In addition to outside areas, various indoors locations are also designated for landscaping which mainly includes Atrium & Reception Lobby, Conference Centre Lobby, Lift Lobbies, Food Court, PITB Offices etc.

- **Employer of the Project**

  Punjab Information Technology Board (PITB), Government of the Punjab, is the Employer of the Project.

- **Main Contractor of the Project**

  M/s China State Construction Engineering Corporation (CSCEC) is main project Contractor.

- **Main Consultant of the Project for Contraction Management**

  M/s NESPAK is providing the services of Construction Management of the project and overall responsible for monitoring all construction activities including Landscape Works.

- **Consultant of Landscape Design & Supervision**

  The job of designing and supervision of Landscape works of STP has been entrusted to M/s Master Consulting Engineer (Pvt) Ltd, Lahore.

INVITATION FOR BID

INVITATION FOR BID

SUBJECT: INVITATION TO BID FOR EXECUTION / CONSTRUCTION OF LANDSCAPE WORKS OF SOFTWARE TECHNOLOGY PARK (STP), LAHORE

The Employe, Punjab Information Technology Board (PITB), through Project Director (PD) / STP, invites bids (Technical & Financial Proposals) from eligible Landscape Contractors for the works "**Execution / Construction of Landscape Works of Software Technology Park (STP), Lahore**". Bidding procedure will be "Single Stage - Two Envelope" as per PPRA Rule No.36(b).

2. Bid documents containing the following are hereby issued to your firm for submitting duly filled as per instructions specified in the Bid Documents

    i. Instructions to Bidders (including Bidding Data)
    ii. Conditions of Contract
    iii. Technical Proposal – Standard Forms
    iv. Form of Bid / Financial Proposal – Standard Forms
    v. Standard Forms of Contract & Guarantees
    vi. Drawings

3. The Bidders are required to submit Technical & Financial Proposals in separate sealed envelops.

4. The Bid must be accompanied by a Bid Security (in the form and amount specified) and all other documents as stated in the Bid Documents.

5. The Bid must be received by the Employer at the address provided in Bidding Data not later than the time and date stipulated therein, any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

INSTRUCTIONS

TO BIDDERS

&

BIDDING DATA

INSTRUCTIONS TO BIDDERS

A. Definitions

1.1 "Employer" means the person named in the Bidding Data and the legal successors in title to this person.

1.2 "Contractor" means the Firm / Bidder participating in the bidding for execution of Works and the legal successors in title to this person.

1.3 "Party" means either the Employer or the Contractor.

1.4 "Contract" means the agreement which shall be executed between the Bidder and Employer after acceptance of the Bid.

B. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called "the Employer") wishes to receive Bids (Technical & Financial Proposals) for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

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

1.2 Source of Funds

The Employer has arranged sufficient funds to defray the expenses to complete the Works under the Contract for which these Bid Documents are issued.

1.3 Only one Bid

Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified.

IB.2 Eligible Bidders

Bidding is open to all firms / contractors meeting the following requirements:

i. duly registered with Parks & Horticulture Authority (PHA) and/or Defense Housing Authority (DHA) and/or Capital Development Authority (CDA) for execution of Landscape Works;

ii. not blacklisted or debarred by any department of Govt of the Punjab, Govt of Pakistan, Govt / Semi Govt organizations, Punjab Procurement Regularity Authority (PPRA) for from participating in public sector projects.

IB.3 Cost of Bidding

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

C. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued for the purpose:

i. Instructions to Bidders (including Bidding Data)
ii. Conditions of Contract
iii. Technical Proposal – Standard Forms
iv. Form of Bid / Financial Proposal – Standard Forms
v. Standard Forms of Contract & Guarantees
vi. Specifications
vii. Drawings

IB.5 Clarification of Bidding Documents

5.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents, are requested to notify the Employer in writing at the Employer's address indicated in the Invitation to Bidders by Hand, Fax, and Post. The Employer will respond to any request for clarification which he receives earlier than **05 days** prior to the deadline for submission of bids.

5.2 Copies of the Employer's response will be forwarded to all bidders, to whom Bid Documents issued, including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

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

6.2 Any addendum thus issued shall be part of the Bid Documents pursuant to Sub-Para 6.1 thereof and shall be communicated in writing to all purchasers of the Bid Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.

6.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their tenders, the Employer may extend the deadline for submission of bids.

6.4 Oral clarifications, instructions or modifications will not be binding on the Employer.

D. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 The bid and all correspondence and documents related to the bid exchanged by a

Bidder and the Employer shall be in the **English language**. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the English language in which case, for purposes of interpretation and evaluation of the tender, the English translation shall prevail.

7.2 The Technical Proposal shall provide the information indicated in the following list using the attached Standard Forms of Technical Proposal.

Form Tech-1, Technical Proposal Submission Form
Form Tech-2, General Information
Form Tech-3, Particular Experience Record
Form Tech-4, Personnel Capabilities
Form Tech-5, Candidate Summary
Form Tech-6, Methodology

7.3 The Financial Proposal shall be prepared using the attached Standard Forms indicated in the following list:

FIN-1 Financial Proposal Submission Form / Form of Bid
FIN-2 Summary of Costs
FIN-3 Bill of Quantities

IB.8 Documents Comprising the Bid

8.1 The Bid prepared by the bidder shall comprise the following components:

(a) Technical Proposal prepared in accordance with the attached Standard Forms (In separate sealed envelope)

(b) Financial Proposal prepared in accordance with the attached Standard Forms (In separate sealed envelope).

(c) Bid Security furnished in accordance with Clause IB.11.

(d) Power of Attorney from the CEO / MD of the Firm in favour of the person signing the Bid Documents demonstrating that the representative has been duly authorized to sign the Bid (Technical & Financial proposal).

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Financial Proposal, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid (Technical & Financial Proposals) and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Standard Forms of Financial Proposal indicating the unit rates and prices of the Works to be provided under the Contract. Prices in the Financial Proposal shall be entered keeping in view the instructions contained in the Conditions of Contract and General Notes / Conditions of Financial Proposal.

10.2 Prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 Unit rates and prices in the Financial Proposal shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Bid Security

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

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

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

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

11.5 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity; or

(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 15.6 hereof; or

I in the case of a successful bidder, if he fails to:

(i) furnish the required Performance Security in accordance with Clause IB.19, or

(ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.18.2 & 18.3.

IB.12 Validity of Bids, Format and Signing of Bid

12.1 Bids shall remain valid for the period stipulated in the Bidding Data after the last date of submission of bids. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request for which his Bid Security will not be forfeited. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for

the period of the extension

12.2 All Standard Forms of Technical & Financial Proposals are to be properly completed and signed, where required.

12.3 Technical & Financial Proposals must be prepared according to the prescribed format. No alteration is to be made in the Standard Forms of Technical & Financial Proposals except in filling up the blanks or providing the details as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

12.4 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Technical Proposal, and FIN-1 of Financial Proposal.

12.5 An authorized representative of the Bidder shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Technical Proposal demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

12.6 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Bid must comprise the number of copies of Technical Proposal as indicated in the Bidding Data. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

12.7 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Bid rejection.

12.8 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Bid non-responsive.

IB.13 Pre-Bid Meeting

13.1 A pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents will be convened. The date, time and venue of pre-bid meeting will be as stipulated in the Bidding Data. All prospective bidders or their

authorized representatives can attend the pre-bid meeting.

13.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than three (03) days before the proposed pre-bid meeting.

13.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.

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

E. SUBMISSION OF BID

IB.14 Submission and Deadline for Submission of Bids

14.1 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

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

14.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

14.4 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

F. BID OPENING AND EVALUATION

IB.15 Bid Opening, Clarification and Evaluation

15.1 The Employer shall open the Technical Proposal, in the presence of Bidders who chose to attend, immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

15.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in Evaluation Criteria and each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the bid or if it fails to achieve the minimum technical score indicated in the Evaluation Criteria.

15.3 After the technical evaluation is complete the Employer shall notify in writing to Bidders that have secured the minimum qualifying marks, the date, time and location for opening the Financial Proposals. Bidders' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Bidders sufficient time to make arrangements for attending the opening.

15.4 Financial Proposals shall be opened publicly in the presence of the Bidders'

representatives who choose to attend. The Financial Proposal of the Bidders who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

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

15.6 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail.

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

G. AWARD OF CONTRACT

IB.16. Post Qualification

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

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

IB.17 Award Criteria & Employer's Right

17.1 Subject to Sub-Clause IB.17.2, the Employer will award the Contract to the bidder whose Financial Proposal has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price.

17.2 Not with standing Sub-Clause IB.17.1, the Employer reserves the right to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.18 Notification of Award & Signing of Contract Agreement

18.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.

18.2 Within seven (7) days or any extended period as notified by the Employer from the

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

18.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days, or any extended period as notified by the Employer, of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.19 Performance Security

19.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days, or any extended period as notified by the Employer, after the receipt of Letter of Acceptance.

19.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.18.2 & 18.3 or 19.1 or Clause IB.20 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.20 Integrity Pact

The successful Bidder shall sign and stamp the Form of Integrity Pact provided in the Bidding Documents for all Provincial Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

BIDDING DATA

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

Instruction to Bidders – Clause Reference	Description
A-1.1 IB-1-1.1	**Name and Address of the Employer** **Punjab Information Technology Board (PITB)** acting though **Project Director, Software Technology Park (STP),** Govt of the Punjab, 15-1-C, Model Town, Lahore Ph +92-42-99232121Fax: +92-42-99232123,
10.3	**Currency for Unit Rate & Prices** Pak Rupees
11.1	**Bid Security** Rs. 100,000/- (One Hundred Thousand)
12.1	**Validity of Bids** 120 (One Hundred & Twenty) days from last date of submission of bids
12.6	**Number of copies of the Technical Proposal to be submitted** One Original & Two (02) copies of Technical Proposal
13.1	**Pre-Bid Meeting** If Employer intends to hold pre bid meeting date & time will be communicated well before time
14.1	**Employer's address for the purpose of Bid submission** **Secretary,** **Punjab Information Technology Board (PITB)** acting though **Project Director, Software Technology Park (STP),** Govt of the Punjab, 15-1-C, Model Town, Lahore Ph +92-42-99232121Fax: +92-42-99232123,
14.2	**Last Date & Time of submission of Bids** Commencement of receipt on: 30th May**, 2011 at 9.00 am** Closing :on 9th **june 2011 at 3.00 pm** Opening of Technical Proposal: Immediately after aforesaid closing deadline at 15-1-C Model Town,Lahore.

EVALUATION CRITERIA

EVALUATION CRITERIA

1. General

1.1 Evaluation of Technical Proposal will be based on all the criteria given in the succeeding paras regarding the Bidder's Experience, Personnel Capabilities, Financial Position, and Methodology as demonstrated by the Bidder's responses in the forms attached to with the Bid Document.

1.2 If a Bidder fails to fulfill the Mandatory Requirements his Technical Proposal shall not be considered for further processing and he shall be declared disqualified.

1.3 Minimum qualifying score is **65 points**. Any Bidder fails to secure minimum qualifying score will be declared disqualified and his Financial proposal will be returned unopened.

1.4 All the Bidders obtaining 65 points or more will become at par, and no extra weightage will be given to a Bidder securing more than 65 points.

1.5 The Employer will award the Contract to the bidder whose Financial Proposal has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price.

2. Weighting

The resulting distribution of a total score of 100 points is as under:

Experience	=	50	Points
Personnel Capabilities	=	25	Points
Financial Position	=	15	Points
Methodology	=	10	Points
Total	=	100	Points

3. Mandatory Requirements

Following are the mandatory requirements that each Bidder has to meet in order to be prequalified for further processing of the Bid.

3.1 The Bidder must have completed at least 2 (two) Similar Projects during last 10 (Ten) years. The contract value of each such project should not be less than Pak Rs.2.0 Million.

3.2 The Firm must be registered with Income Tax / Sales Tax Department.

3.3 The Firm must be registered with Parks & Horticulture Authority (PHA) and/or Defense Housing Authority (DHA) and/or Capital Development Authority (CDA) for execution of Landscape.

4. Evaluation Procedure

4.1 Experience of the Firm

4.1.1 The score will be awarded as per scoring criteria explained in para 4.5.

4.1.2 The information provided in **Form Tech-3** will be used for marking.

4.2 Personnel Capabilities

4.2.1 The Applicant must have in his employment suitably qualified personnel to fill the key management and specialist positions which should meet the specified criteria provided in the Table below.

4.2.2 Points will be awarded as per Scoring Criteria explained in para 4.5.

4.2.3 The information provided in **Form Tech-4 & 5** will be used for scoring.

Position	Minimum Experience (Years)
Project Manager (Must posses 3 years Diploma in Architect / Interior Design or higher qualification)	12
Asstt Project Manager (Must posses 1 years Diploma / Certification in Architect / Interior Design or higher qualification)	08
Site Supervisor (Must be graduate with relevant experience)	05

4.3 Financial Capabilities

4.3.1 The Applicants are required to provide a certificate from any financial institution / bank stating that the firm is capable of execution of the project having value of 4.00 million.

4.3.2 The Applicants are required to provide a copy of the previous year tax return.

4.3.3 Points will be awarded as per Scoring Criteria explained in para 4.5.

4.4 Methodology

4.4.1 The Bidder is required to submit the methodology to complete the project within 03 (three) months. He should study the scope of works / drawings with due care and may also consult the contact person for any information for preparation of project plan. Minor details are not required at this stage; however, major activities/ milestones should be arranged in proper sequences with justified / realistic time span of each activity / task.

4.4.2 Points will be awarded as per Scoring Criteria explained in para 4.5. Obviously a well prepared methodology with proper

sequencing and time scheduling will be awarded maximum points.

4.5 Minimum Score required for prequalification

The minimum overall score needed by an applicant to be considered for qualification is **65 points**.

4.6 SCORING PROCEDURE

4.6.1 Experience (50 points)

Sr. No.	Description	Maximum Score
1.	Experience of completing Similar Projects Less than 2 projects = Zero (Disqualified) For 2 projects only = 20 For 3 projects = 30 For 4 Projects = 40 For 5 or more Projects = 50	50

Note:

1. Only those projects will be considered for evaluation which have cost more than 1.00 million and completed during last ten years.
2. As a mandatory requirement at-least two (02) projects must have cost more than 2.00.

4.6.2 Personnel Capabilities (25 points)

The capabilities of staff to be deployed on the project will be assessed on the basis of requirements stated in Para 4.2 above. In case the proposed staff was found below the requirements the awarded scores will be reduced accordingly.

Sr. No.	Description	Required Nos.	Maximum Score
1.	Project Manager	1	12
2.	Asstt Project Manager	1	8
3.	Site Supervisor	1	5

4.6.3 Financial Position (15 points)

Sr. No.	Description	Maximum Score
1.	Certificate from Financial Institution / Bank regarding sound financial position	08
2	Copy of the previous year tax return	07

4.6.4 Methodology (10 points)

Maximum score = 10 points

Score will be awarded after evaluation of the methodology adopted for completion of the project within proposed completion time.

Quality	Grade	Score
Excellent	A	10
Good	B	07
Average / below average	C	05
Absent	D	0

CONDITIONS OF CONTRACT

&

CONTRACT DATA

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

1.1.2 "Drawings" means the drawings issued to bidders for along with bidding documents which explains the Employer's requirements in respect of various Works to be carried out by the Contractor.

1.1.3 "Employer" means the person named in the Contract Data and the legal successors in title to this person.

1.1.4 "Contractor" means the Bidder/Firm whose bid (Technical & Financial Proposals) has been accepted by the Employer and the legal successors in title to such person.

1.1.5 "Party" means either the Employer or the Contractor.

1.1.6 "Commencement Date" means the date after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.7 "Day" means a calendar day

1.1.8 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended according to provisions of the Contract), calculated from the Commencement Date.

1.1.9 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.10 "Country" means the Islamic Republic of Pakistan.

1.1.11 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.12 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.13 “Plant” means the machinery and apparatus intended to form or forming part of the Works.

1.1.14 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.15 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.15.1 “Engineer” means the person notified by the Employer to act as representative of the Employer for the purpose of the Contract

1.1.16 "Engineer's Representative" means a person appointed from time to time by the Engineer.

1.2 **Priority of Documents**

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

1.3 **Law**

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

1.4 **Communications**

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

1.5 **Statutory Obligations**

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

2. THE EMPLOYER

2.1 **Provision of Site**

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

2.2 **Permits etc**

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

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

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

2.4 **Approvals**

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

3. EMPLOYER'S / ENGINEER'S REPRESENTATIVES

3.1 **Authorized Person**

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

3.2 **Engineer's Representative**

The Engineer can also appoint his representative(s) to act for him and on his behalf for the purposes of this Contract.

4. THE CONTRACTOR

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

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

4.3 **Subcontracting**

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

4.4 **Performance Security**

The Contractor shall furnish to the Employer within fourteen (14) days, or any extended time by the Employer, after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee for the amount and validity specified in Contract Data.

4.5 **Programme to be Submitted**

The Contractor shall, within fourteen (14) days after the date of signing of the agreement, submit to the Engineer/Employer for his consent a programme, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Engineer/Employer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

4.6 **Revised Programme**

If at any time if the Engineer/Employer foresees that the actual progress of the Works does not conform to the programme to which consent has been given under Sub-Clause 4.5, the Contractor shall produce, at the request of the Engineer/Employer, a revised programme showing the modifications to such programme necessary to ensure completion of the Works within the Time for Completion.

4.7 **Contractor not Relieved of Duties or Responsibilities**

The submission to and consent by the Employer/Engineer of such programmes or the provision of such general descriptions shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

4.8 **Safety Precautions**

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Employer/Engineer may authorize or direct and the Contractor shall take or cause to be taken further measures and comply with such further requirements as the Employer/Engineer may determine including imposing deterrent fines deemed to be reasonably necessary for such purpose.

4.9 **Payment of Taxes**

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax and other taxes on

income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes. Bidders shall include all taxes (not limited to the General Sales Tax, Income Tax and etc) in their tender rates and prices. All tender rates and prices shall be inclusive of all Taxes. The Employer shall not reimburse the Contractor for any Taxes duties chargeable on works executed and goods and services supplied under the Contract.

4.10 **Advance Income Tax**

The Employer will make deduction of advance Income tax from the Net Payable Bill Amounts at source in accordance with the prevalent Income Tax Laws of the Government of Pakistan. These deductions shall be deposited in the Government Treasury by the Employer to the Account of the Contractor.

5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

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

5.2 **Shop Drawings**

The Contractor shall submit to the Engineer for review the shop and erection drawings, if desired by the Engineer and applicable to this Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review

or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country**;**

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country**;**

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works**;**

d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material**;**

e) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds**;**

f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract**;**

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

7. TIME FOR COMPLETION

7.1 Providing Services / Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.2 below, within the Time for Completion.

7.2 Extension of Time

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

the Employer shall extend the Time for Completion as determined, without imposition of penalty pursuant to Sub Clause 7.3.

7.3 Late Completion

If the Contractor fails to complete the Works within the Time for Completion and the Employer does not accept justification for such delay, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS / SHORTCOMINGS

9.1 Remedying Defects / Recouping Shortcomings

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

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which

d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or

10.3 Early Warning

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

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. Valuation of Claims

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to vary the Works, this shall be dealt with as a

Variation subject to Contractor's notification for intention of claim to the Employer/Engineer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

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

11. CONTRACT PRICE AND PAYMENT

11.1 **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project.

11.2 **Monthly Payment**

The Contractor shall be entitled to be paid at monthly intervals for the value of the Works executed subject to any additions or deductions which may be due.

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

11.3 **Interim Payments**

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

11.4 **Deduction of Retention Money**

Retention money, to the extent specified in the Contract Data shall be deducted from each interim payment to be made to the Contractor.

11.5 **Payment of Retention Money**

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract

Data, or the remedying of notified defects, or the completion of outstanding work, as referred to in Sub-Clause 9.1, which ever is the later.

11.6 Final Payment

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

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

11.7 Currency

All payment shall be made in Pak Rupees.

11.8 Price Adjustment

All Prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation / adjustment on any account.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works / Services, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the Employer fails to respond or default is not remedied within twenty one (21) days after the

Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works / Services.

If the default is not remedied within twenty eight (28) days after the expiry of previous notice, the Contractor may by a twenty one (21) days second notice, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works / Services.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and Services completed, adjusted by the following:

a) any sums to which the Contractor is entitled under Sub-Clause 10.4,

b) any sums to which the Employer is entitled,

c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed / Services not provided at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed / Services not provided at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

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

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

13.2 **Force Majeure**

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

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

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed / Services provided, adjusted by the following:

a) any sums to which the Contractor is entitled under Sub-Clause 10.4,

b) the cost of his demobilization, and

c) less any sums to which the Employer is entitled.

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

14. RESOLUTION OF DISPUTES

14.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause not later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

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

14.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 14.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect

to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

14.3 **Arbitration**

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

15 INTEGRITY PACT

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

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

(b) terminate the Contract; and

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

CONTRACT DATA

The following specific data shall complement, amend, or supplement the provision in the Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract:

Conditions of Contract– Clause Reference	Description
1.1.1	**List of Documents forming the Contract** (a) The Contract Agreement; (b) The Letter of Acceptance; (c) The accepted Financial Proposal; (d) Conditions of Contract; (e) The Technical Proposal; (f) The Drawings; (g) The Specifications; (h) The Performance Security; (i) Integrity Pact (if any); (j) The Power of Attorney; (k) Addendum (if any) (l) Post Bid correspondence (if any)
1.1.3	**Name and Address of the Employer** **Punjab Information Technology Board (PITB)** acting though **Project Director, Software Technology Park (STP),** Govt of the Punjab, 15-1-C, Model Town, Lahore Ph +92-42-99232121Fax: +92-42-99232123,
1.1.6	**Commencement Date** The commencement date will be the date, 07 days after the Contract comes into effect or any date mutually agreed by the parties at the time of signing of the agreement.
1.1.8	**Time for Completion** **Three (03**) Months from the date of commencement.
1.2	**Priority of Documents forming the Contract** a) The Agreement. b) Letter of Acceptance. c) Technical Proposal. d) Addendum (if any). e) Conditions of Contract. f) Accepted Financial Proposal. g) Drawings. h) Specifications. i) Post bid correspondence (if any) j) Integrity Pact (if any) k) The Power of Attorney. l) Performance Security.
2.1	**Provision of Site**

	Within seven (07) days
4.4	**Performance Security** Ten Percent (10%) of the accepted bid value valid for six months after the completion date.
7.3	**Amount to be paid by the Contractor due to Late Completion** Rs.1000 per day but maximum upto 10% of the total bid amount.
9.1	**Period for Remedying Defects** Six (06) months
11.3	**Retention Money** Retention Money will be deducted @ 10%
11.5	**Period of returning Retention Money** Six (06) months
14.3	**Place of Arbitration** Lahore, Pakistan

Technical Proposal
Check List
&

Standard Forms

Check List for Technical Proposal

S.No.	Description of Document	Attached or Not		If Yes Page No
		NO	YES	
1	Form Tech-1 Technical Proposal Submission Form duly signed			
2	Form Tech-2, General Information			
3	Form Tech-3, Particular Experience Record			
4	Form Tech-4, Personnel Capabilities			
5	Form Tech-5, Candidate Summary			
6	Form Tech-5, Description of Approach, Methodology and Work Plan for execution of Landscape Works			
7	Power of Attorney			
8	Bid Security			

Signature of the authorized Person

Technical Proposal - Standard Forms

[*Comments in brackets* [ ] *provide guidance to the bidders for the preparation of their Technical Proposals; these should not appear on the Technical Proposals to be submitted.*]

TECH-1 Technical Proposal Submission Form

TECH-2 General Information

TECH-3 Particular Experience Record

TECH-4 Personnel Capabilities

TECH-5 Candidate Summary

TECH-6 Methodology

[*Location, Date*]

To:
Project Director,
Software Technology Park (STP),
Punjab IT Board (PITB),
15-C-1, Model Town,
Lahore

Dear Sir,

We, the undersigned, offer to provide the services / works for "**Execution / Construction of Landscape Works of Software Technology Park (STP), Lahore**" in accordance with Bid Documents and our Proposal. We are hereby submitting our Bid, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with:
[*Insert a list with full name and address of each associated Firm*]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification / rejection of bid.

As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. _____drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.

We undertake, if our Bid is accepted, to initiate the works related to the assignment not later than the date specified in the Bid Documents.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM TECH-2 GENERAL INFORMATION

Bidders are required to complete the following information.

1. General details of the Firm

1	Name of firm	
2	Head Office Address	
3	Telephone & Fax	
4	e.mail	
5	Contact Person	
5	Type of Organization	
6	Place of incorporation/registration	
7	Year of incorporation/registration	
8	Annual Turnover	

2. Details of Owners / Directors

Sr. No.	Name	Designation	Nationality
1			
2			
3			
4			

FORM TECH-3 PARTICULAR EXPERIENCE RECORD

On separate pages using the following format, the Bidders are requested to list contracts of a similar nature, Landscape Works, and complexity which the Bidder has completed during the last ten (10) years having cost more than 1.00 million. ***(Please list only completed similar projects)***

Name of Firm ……

Use a separate sheet for each contract

1	Name of Contract		
2	Name of Employer		
3	Employer address		
4	Nature of works and special features relevant to the contract for which the applicant wishes to be Pre-qualified:		
5	Contract role (check one) o Prime contractor o Partner in joint venture	o Management contractor	o Sub-contractor
6	Amount of the total contracts/sub-contract/partner share (in specified currencies at Completion or at date of award for current contracts):		
7	Date of award		
8	Date of completion		
9	Contract was completed …… months ahead/behind original schedule (if behind provide Explanation)		

FORM TECH-4 PERSONNEL CAPABILITIES

For specific positions essential to contract management and implementation, Bidders should provide the names of candidates qualified to meet the specified requirements stated for each position.

The data on their experience should be supplied on separate sheets using standard Form Tech-4 for each candidate.

1	Title of position	**Project Manager**
	Name of candidate	
2	Title of position	**Asstt Project Manager**
	Name of candidate	
3	Title of position	**Site Supervisor**
	Name of candidate	

FORM TECH-5 CANDIDATE SUMMARY

Position proposed for the project**:**		
Candidate Information	Name of Candidate	Date of Birth
	Professional Qualification	
Present employment	Name of employer	
	Present Job title of candidate	
	Address of employer	
	Telephone, Fax & email	
	Years with present employer	

Summarize professional experience over last 20 years in reverse chronological order.

Duration		**Company / Project / Position / Relevant technical and management experience.**
From	To	
		Company:
		Project:
		Position:
		Relevant Technical & Management Experience:
		Company:
		Project:
		Position:
		Relevant Technical & Management Experience:

(Please use additional sheets for providing complete professional history)

FORM TECH-6 METHODOLOGY

Provide a brief planning and methodology for execution of Landscape Works based on the general information of the project and drawings etc provided in the Bid Documents.

FINANCIAL PROPOSAL

Financial Proposal - Standard Forms

[*Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in the Bidding Documents*]

FIN-1 Financial Proposal Submission Form / Form of Bid

FIN-2 Summary of Costs

FIN-3 Bill of Quantities (13 pages)

Signature of Authorized Representative_____

Financial Proposal – General Notes & Conditions

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

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer / Employer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.

3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour , supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.

4. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

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

Signature of Authorized Representative_____

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM / FORM OF BID

[*Location, Date*]

To,
Project Director,
Software Technology Park (STP),
Punjab IT Board (PITB),
15-C-1, Model Town,
Lahore

Subject: **Execution / Construction of Landscape Works of Software Technology Park (STP), Lahore.**

Dear Sir,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, Bill of Quantities and Addenda Nos. (if any) _____ for execution of above named works, we hereby offer to execute and complete the works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs_____ (Rupees_____). This amount is inclusive of the taxes.
2. We undertake, if our Financial Proposal is accepted, to commence the Works to deliver and complete the Works within the time stated in Contract Data.
3. We agree to abide by this Financial Proposal for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed, this Financial Proposal, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We undertake, if our Financial Proposal is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

7. We do hereby declare that the Financial Proposal is made without any collusion, comparison of figures or arrangement with any other person or persons submitting the Financial Proposal for this assignment.

   Dated this_____day of _____, 2011.

   Signature _____

   in the capacity of _____duly authorized to sign Financial Proposal for and on behalf of _____
   (Name of Bidder in Block Capitals)

   (Seal)

   Address
   _____
   _

   _____
   _

   _____

   Witness:

   (Signature)_____

   Name:_____
   __
   Address:
   _____
   _____

FORM FIN-2 SUMMARY OF COSTS

Item	**Costs (**Pak Rupees)
A – COST OF OUTSIDE LANDSCAPING (SOFT LANDSCAPE)	
B – COST OF OUTSIDE LANDSCAPING (HARD LANDSCAPE	
C - INDOOR LANDSCAPING	
D - MAINTENANCE OF PLANTS AND LANDSCAPE AREAS	
Total Costs of Financial Proposal	

Signature of Authorized Representative_____

FORM FIN-3 BILL OF QUANTITIES (PAGE 1 OF 13)

BOQ Item No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
	A - OUTSIDE LANDSCAPING (SOFT LANDSCAPE)				
1	Excavation / removing existing earth from surface & sub surface in all kind of earth material at any level and disposal of surplus/rejected materials to the designated locations including any leads and lifts complete in all respects as directed by the Engineer.	%Cft.	170		
2	Supplying and placing sweet earth (Bhal) suitable for plantation from the source acceptable to the Engineer including compaction & all leads and lifts complete in all respects.	%Cft.	100		
3	Providing and laying Super Fine grass carpet, light rolling, watering etc complete in all respects as per design and / or as directed by the Engineer including maintenance as specified in contract.	Sft	8000		
4	Providing and planting the following trees, plants and shrubs including excavation of pits, refilling with suitable excavated material mulched with cowdung manure @ of 33% (if required), watering, disposal of surplus earth complete in all respects as shown on drawings and / or as directed by the Engineer. Selection of plants is subject to the approval by the Engineer.				
4.1	Alstonia Tree, height not less than 6.0 ft.	No.	14		
4.2	Molsiri Tree (Mimusops elengi) height not less than 6.0 ft.	No.	16		
4.3	Budha Tree (Chrosia speciosa), height not less than 8.0 ft,	No.	1		

Signature of Authorized Representative_____

BOQ Item No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
4.4	Tulip Tree (Spathodea campanulata), height not less than 5.0 ft.	No.	40		
4.5	Copernicia (Palm Tree), height not less than 12.0 ft.	No.	2		
4.6	Lady Palm (Raphis excelsa) (height not less than 3.0 ft with atleast 8 sticks in a plant)	No.	125		
4.7	Weeping Ashoke (Polyalthia longifolia), height not less than 6.0 ft.	No.	160		
4.8	Nanthera (Alternanthera ficidea)	No.	4200		
4.9	Spider Grass (Chlorophytum variegatum)	No.	190		
4.10	Marry Grass (Aspargus fern)	No.	54		
4.11	Bombay Creeper (Vernonia elaeagnifolia)	No.	360		
4.12	Phoenix Palm (Phoenix roebelenii), stem height not less than 2.0 ft.	No.	30		

Signature of Authorized Representative_____

BOQ Item No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
4.13	Ficus Hawai, height not less than 4.0 ft.	No.	45		
4.14	Ficus Starlight, height not less than 4.0 ft.	No.	28		
4.15	Kangi Palm (Cycas Revoluta), (Large) Stem height not less than 9 inches with at least 4 whorl of leaves.	No.	20		
4.16	Kangi Palm (Cycas Revoluta), (Medium) Stem height not less than 6 inches with at least 3 whorl of leaves.	No.	6		
4.17	Silvery (Leucophyllum)	No.	115		
4.18	Muraya Indica	No.	795		
4.19	Lantana Purple (Lampranthus spectabilis)	No.	90		
4.20	Plumbago	No.	155		
4.21	Brunfelsia	No.	135		

Signature of Authorized Representative_____

BOQ Item No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
4.22	Golden Duranta	No.	340		
4.23	Aspargus densiflours	No.	265		
4.24	Euphorbia, dia of plant not less than 9 inches	No.	6		
4.25	Beaucarnia, height not less than 1'-6"	No.	5		
4.26	Furcaria, medium size, leaf / foliage length not less than 1.0 ft	No.	12		
4.27	Alpinia variegta	No.	60		
4.28	Irsine	No.	1800		
4.29	Dracana Marigined, height not less than 2.0 ft	No.	40		
4.30	Dracana (red), Cordyline frusticosa, height not less than 2.0 ft	No.	40		
4.31	Dianella	No.	200		

Signature of Authorized Representative_____

BOQ Item No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
4.32	Rose plants (The Prince, Double delight, Hocus Pocus etc) as per the directions of Engineer	No.	50		
4.33	Jasminum as per direction of the Engineer	No.	80		
4.34	Yucca falccida golden	No.	20		
4.35	Seasonal Flowers	Sft	700		
5	Providing & fixing three strand steel wire (min 1/8" thick) on the wall with supports @ 10 ft apart, to be fixed rawal plugs and hocks / shackles complete in all respects and / or as directed by the Engineer.	Rft	1800		
6	Providing & fixing rockery stones, of sizes ranging from 9" to 2'-0"and as shown on drawings and / or as directed by the Engineer, including any leads and lifts complete in all respects.	Cft	200		
7	Providing and laying dry stone pitching with river pebbles of 2" to 4" dia including preparation of bed and side slopes as shown on drawing and / or as directed by the Engineer.	Cft	80		
8	Providing and laying landscape steps of colour crete (stone texture) of size 3'-0" x 1'-6"x 3"-0, including preparation of bed as shown on drawing and / or as directed by the Engineer.	Nos	115		
9	Edging of decorative PCC, 1 ft height, bamboo pattern / ornamental shape / wood textured as shown on drawing and / or as directed by the Engineer.	Rft	100		

Signature of Authorized Representative_____

BOQ Item No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
10	Supply & Installation of Garden Lights 1m, 1 x 20 Watt Water Proof (Colour Day Light) Energy Saving Lamp, Philips, Oumni or equivalent, design of flight as directed and approved by the Engineer, complete in all respect.	Nos	12		
11	Supply & Installation of Spot Light 1 x 45 Watt Water Proof (Colour Day Light) Energy Saving Lamp, Philips, Oumni or equivalent, design of flight as directed and approved by the Engineer, complete in all respect.	Nos	7		
12	Supply & Installation of Water Proof Light, suitable for fixing in the water pond, Spot Light 1 x 38 Watt (Colour Day Light) Energy Saving Lamp, Philips, Oumni or equivalent, design of flight as directed and approved by the Engineer, complete in all respect.	Nos	4		
13	Supply at site, installation, testing, commissioning fabrication and connections of wires / cables of Distribution Boards - "Light/Power" concealed type to be installed as and where shown on drawing, made of MS sheet 16 SWG with hinged door, handle, catcher, earthing bar, neutral strip, internal wiring from MCBs terminating on cable terminal blocks, 2 coats of antirust and powder coated paint of approved colour, including costs of all necessary materials complete in all respects. DB mentioned below shall have 3 Phase indication lamps of colour Red, Yellow, Blue and shall be manufactured by any one of the manufacturers as specified and conforming to single line diagram. Arrangement shall be made at the top / bottom of DB for installation of cable terminals blocks including bus bars, Digital type Ammeter, Voltmeter, indiction lamps	Nos	1		

Signature of Authorized Representative_____

BOQ Item No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
14	Supply, installation, testing and commissioning of wiring of light point from switch board to the point, controlled by one switch and wired with 2 x 1.5 mm.sq PVC insulated 300/500 grade wire, manufactured by M/S. Pakistan cables Ltd, Newage Cables, H.M. Cables and Tech Cables & Poineer cables included cost of 25 mm dia heavy duty PVC conduit make Shavyl, Beta, recessed in walls, columns, floors, slabs, all PVC junction boxes, pull boxes, sheet pull wire and 2.5 mm.sq. PVC insulated wire or colour green/yellow included cost of 10 APs flush gang type switch plates, make Clipsal, MK or Legrand, switch box 16 SWG with earth terminal powder coated, MS box shall be of the same size as that of 1, 2 or 3 gang flush type plat switches all necessary accessories/materials, complete in all respects	Nos	21		
15	Providing & Fixing of Earthing Systems according to the design and pulled same cable to main DB	Job	1		
	SUB-TOTAL OF OUTSIDE LANDSCAPING (SOFT LANDSCAPE) (A):				

Signature of Authorized Representative_____

BOQ Item No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
	B - OUTSIDE LANDSCAPING (HARD LANDSCAPE)				
1	Construction of RCC Ghazebo, as per drawing including painting complete in all respect and / or as directed by the Engineer.	Job	1		
2	Construction of two (02) water fall, as per drawing including finishing, recycling water pumps, water connection pipe, drain water pipe upto existing drain, etc complete in all respect except water proof electric lights and / or as directed by the Engineer.	Job	1		
3	Construction of Stone Wall, for holding earth for plantation, with natural stones and cement sand mortar (1:4) as per drawing and / or as directed by the Engineer	Cft	340		
4	Construction of Rising Knowledge Sculpture as per drawing of LSO-2, including construction of RCC Raft foundation, kerb stones etc. Sculpture to made of Stainless Steel (SS) with 5 vertical shafts of 6" dia SS pipe 14 SWG (304 grade), Top bowels SS 16 SWG (304 grade), rings 14 & 16 SWG as per drawings, angle iron rings, angle iron bracings, electric conduit, electric wires, switches, flame lights the top of each bowel, etc complete in all respect as per drawing and / or as directed by the Engineer.	Job	1		
	SUB-TOTAL OF OUTSIDE LANDSCAPING (HARD LANDSCAPE)(B):				

Signature of Authorized Representative_____

BOQ Item No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
	C - INDOOR LANDSCAPING				
1	Providing and placing the following plants, already planted in good qaulity and well burnt earthen pots of diameter 12" to 15" and height 12" to 15". Pots are to be placed in Stainless Steel and other planters. If a single plant does not available / meet the requirement, more than one plant can be clustered in one pot, such cluster will be counted as one. Quality of pots and selection of plants are subject to the approval of the Engineer.				
1.1	Aglaonema (Emerald Beauty / Silver Bay / Silver Queen)	Nos	30		
1.2	Algerian Ivy (Hedera canariensis)	Nos	30		
1.3	Beaucarnea, height not less than 1'-6"	Nos	33		
1.4	Croton (Codiaeum variegatum)	Nos	58		
1.5	Dracaena deremensis Janet Craig, Number of sticks / stems not less than 5, with variable heights, highest not less than 2 ft.	Nos	16		
1.6	Dracaena Marginata (Exotic marginat), Number of sticks / stems not less than 5, with variable heights, heighest not less than 2 ft.	Nos	15		
1.7	Kentia Palm, Number of sticks stems not less than 5, with variable heights, heighest not less than 2 ft.	Nos	66		

Signature of Authorized Representative_____

BOQ Item No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
	C - INDOOR LANDSCAPING				
1.8	Money Plant (Epipremnum aureum / Golden Pothos / Totem Pothos). Plant should be fixed with PVC pipe covered with jute. Height subject to approval by the Engineer but maximum upto 2 ft.	Nos	88		
1.9	Neanthe Bella Plam, American Palm (Chamaedorea elegans), min 5 sticks with smallest stick not less than 9 inches, thick foliage plant with height not less than 2 ft.	Nos	62		
1.10	Philodendron sweetheart, Plant should be fixed with PVC pipe covered with jute. Height subject to approval by the Engineer but maximum upto 2 ft.	Nos	39		
1.11	Philodendron Xanadu, thick foliage plant with dia of plant not less than 15 inches.	Nos	53		
1.12	Phoenix Palm, small size with maximum stem height 3 inches but with thick foliage.	Nos	44		
1.13	Rhapis Lady Palm, Number of sticks / stems not less than 8, with variable heights, heighest not less than 2 ft.	Nos	90		
1.14	Yucca elephantips, Number of sticks / stems not less than 3, with variable heights, heighest not less than 2 ft.	Nos	39		
1.15	Syngonium, Plant should be fixed with PVC pipe covered with jute. Height subject to approval by the Engineer but maximum upto 2 ft.	Nos	45		
2	Providing and placing following Stainless Steel (SS) planters manufactured as per drawings, made of SS Sheet of 22 SWG 202 Grade (Mate Finish), finish and workmanship subject to approval of the Engineer.				
2.1	Rectangular Planters, Length = 3.00 ft, Width = 1.50 ft, Height = 1.50 ft	Nos	56		

Signature of Authorized Representative_____

BOQ Item No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
	C - INDOOR LANDSCAPING				
2.2	Rectangular Planters, Length = 1.25 ft, Width = 1.25 ft, Height = 1.50 ft	Nos	96		
2.3	Rectangular Planters, Length = 1.25 ft, Width = 1.25 ft, Height = 2.00 ft	Nos	182		
2.4	Rectangular Planters, Length = 1.25 ft, Width = 1.25 ft, Height = 2.50 ft	Nos	96		
2.5	Rectangular Planters, L= 5.00 ft, W= 1.50 ft, H= 2.00 ft	Nos	8		
2.6	Rectangular Planters, L= 2.50 ft, W= 1.50 ft, H= 1.50 ft	Nos	8		
2.7	Rectangular Planters, L= 2.50 ft, W= 1.50 ft, H= 2.00 ft fitted with Black Raxion	Nos	8		
2.8	Curved Planter with outer length app 9.00 ft, inner length app 7'-9", W= 2.00 ft, H = 3.00 ft, outer surface fitted with Black Raxion as shown in drawing of Conference Center Lobby. To be manufactured as per actaul sizes of requirements.	Nos	1		
2.9	Curved Planter with outer length app 7'-9", inner length app 6'-3", W= 1.50 ft, H = 1.50 ft, as shown in drawing of Conference Center Lobby.To be manufactured as per actaul sizes of requirements.	Nos	1		
2.10	Curved Planter with outer length app 6'-6", inner length app 3'-9", W= 1.50 ft, H = 1.50 ft. as shown in drawing of Atrium. To be manufactured as per actaul sizes of requirements.	Nos	9		
2.11	Curved Planter (Triangle Shaped) with curved length app 3'-9", other two sides 2'-6", H = 3.00 ft. outer surface fitted with Black Raxion as shown in drawing of Atrium. To be manufactured as per actaul sizes of requirements.	Nos	9		

Signature of Authorized Representative_____

BOQ Item No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
3	Providing and planting the following plants in already constructed RCC planters in the Breakout Area including filling of suitable agriculture earth mixed with FYM (Farm Yard Manure) @ of 50% and adding NPK 82318 @ 21 kg / 5 cft, complete in all respects as shown on drawings and / or as directed by the Engineer. Selection of plants and earth is subject to the approval by the Engineer.				
3.1	Aglaonema (Emerald Beauty / Silver Bay / Silver Queen), healthy plant with thick foliage	Nos	15		
3.2	Algerian Ivy (Hedera canariensis)	Nos	10		
3.3	Croton (Codiaeum variegatum), healthy plant with thick foliage	Nos	15		
3.4	Dracana (red), Cordyline frusticosa,Number of sticks / stems not less than 5, with variable heights, heighest not less than 2 ft.	Nos	4		
3.5	Dracaena Marginata (Exotic marginat), Number of sticks / stems not less than 5, with variable heights, heighest not less than 2 ft.	Nos	6		
3.6	Money Plant (Epipremnum aureum / Golden Pothos / Totem Pothos)	Nos	5		
3.7	Philodendron sweetheart	Nos	3		
3.8	Phoenix Palm, with maximum stem height not less than 6 inches inches but with thick foliage.	Nos	3		
3.9	Rhapis Lady Palm, Number of sticks / stems not less than 8, with variable heights, heighest not less than 2 ft.	Nos	2		

Signature of Authorized Representative_____

BOQ Item No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
3.10	Syngonium	Nos	2		
3.11	Alpinia variegata	Nos	20		
3.12	Fern (Nephrolepis exaltata)	Nos	15		
	SUB-TOTAL OF INDOOR LANDSCAPING (C):				
	D - MAINTENANCE OF PLANTS AND LANDSCAPE AREAS				
1	Maintenance of Plants and Landscape areas, hard and soft landscape for both Outdoor Plants and Indoor Plants as per procedure laid down in Special Conditions of Contract and planting Seasonal Flowers, hybrid quality, for an area of approximately 700 Sft.	Month	12		
	Sub Total Maintenance of Plants (D)				
	GRAND TOTAL (A+B+C+D):				

Grand Total in Words _____

Signature of Authorized Representative_____

APPENDICES

Appendix-A

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of_____(month) 20_____ between **Punjab Information Technology Board (PITB)** acting though **Project Director, Software Technology Park (STP),** Govt of the Punjab (hereafter called the "Employer") having its principal office at 15-1-C, Model Town, Lahore of the one part

AND

_____(hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that Works / Services of the assignment of "**Execution / Construction of Landscape Works of Software Technology Park (STP), Lahore**" should be executed / provided by the Contractor. The Bid / Financial Proposal submitted by the Contractor has been accepted for a total price of Rs……. (……..*in words*), for the execution and completion of such Works / Services 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, 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 accepted Financial Proposal;
   (d) Conditions of Contract;
   (e) The Technical Proposal;
   (f) Drawings;
   (g) The Performance Security;
   (h) Integrity Pact (if any);
   (i) The Power of Attorney;
   (j) Addendum (if any)
   (k) Post Bid correspondence (if any)

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works / Services and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution / provisions and completion of the Works / Services 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)

Appendix-B

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 **Punjab Information Technology Board (PITB)** acting though **Project Director, Software Technology Park (STP),** Govt of the Punjab (hereafter called the "Employer") in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for "**Execution / Construction of Landscape Works of Software Technology Park (STP), Lahore**" to the said Employer; and

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

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

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

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

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

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

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

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

SURETY (Bank)

WITNESS: Signature _____

1. _____ Name _____

_____ Title _____

Corporate Secretary (Seal) Corporate Guarantor (Seal)

2. _____

_____

Name, Title & Address

Appendix-C

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:_____
(Scheduled Bank in Pakistan)
Name of Principal (Contractor) with address:_____
_____
Penal Sum of Security (express in words and figures)_____
_____
Letter of Acceptance No. _____Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the **Punjab Information Technology Board (PITB)** acting though **Project Director, Software Technology Park (STP),** Govt of the Punjab (hereafter called the "Employer") in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ _____ (Name of Contract) for the "**Execution / Construction of Landscape Works of Software Technology Park (STP), Lahore**".

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

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

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____ Signature _____

_____ Name _____
Corporate Secretary (Seal)

Title _____

2. _____

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

PHOTOGRAPHS

DRAWINGS

Following drawings are attached with the Biding Documents:

A. List of Drawings for Out Door Landscaping

S.No	Drawing No.	Drawing Title
1	LSO/01	Out Door Landscaping – Master Plan
2	LSO/02	Out Door Landscaping – LSO-1-A
3	LSO/03	Out Door Landscaping - LSO-1-B
4	LSO/04	Out Door Landscaping - LSO-1-C
5	LSO/05	Out Door Landscaping - LSO-1-D
6	LSO/06	Out Door Landscaping - LSO-1-E&F
7	LSO/07	Out Door Landscaping - LSO-2 Rising Knowledge Sculpture
8	LSO/08	Out Door Landscaping - LSO-2 Rising Knowledge Sculpture - Structural
9	LSO/09	Out Door Landscaping - LSO-2 Rising Knowledge Sculpture - Plantation
10	LSO/10	Out Door Landscaping - LSO-3, Master Plan
11	LSO/11	Out Door Landscaping - LSO-3, Plantation Detail
12	LSO/12	Out Door Landscaping - LSO-3, Hard Landscape
13	LSO/13	Out Door Landscaping - LSO-3, Leveling plan
14	LSO/14	Out Door Landscaping - LSO-3, Light Point Plan & cable Routers
15	LSO/15	Out Door Landscaping - LSO-3, Single Line Diagram Distribution Board & Earth Detail
16	LSO/16	Out Door Landscaping - LSO-3, Ghazebo & Water Fall
17	LSO/17	Out Door Landscaping - LSO-4
18	LSO/18	Out Door Landscaping - LSO-5
19	LSO/19	Out Door Landscaping - LSO-6
20	LSO/20	Out Door Landscaping - LSO-7
21	LSO/21	Out Door Landscaping - LSO-8

22	LSO/22	Out Door Landscaping - LSO-9
23	LSO/23	Out Door Landscaping - LSO-10
24	LSO/24	Out Door Landscaping - LSO-11
25	LSO/25	Out Door Landscaping - LSO-12
26	LSO/26	Out Door Landscaping - LSO-13
27	LSO/27	Out Door Landscaping - LSO-14

A. List of Drawings for In Door Landscaping

Sr. No.	DWG No.	DRAWING TITLE
1	LSI/01	IN DOOR LANDSCAPING- LSI-1- Atrium & Reception Lobby At Level1 Planter Layout
2	LSI/02	INDOOR LANDSCAPING- Typical Planter Detail
3	LSI/03	INDOOR LANDSCAPING-LSI-1 Atrium & Reception Lobby At Level-1 Plantation Detail
4	LSI/04	INDOOR LANDSCAPING-LSI-2 Lobby At Level-2 Plants Layout
5	LSI/05	INDOOR LANDSCAPING-LSI-2 Lobby At Level-2 Plantation Detail
6	LSI/06	INDOOR LANDSCAPING-LSI-3 Conference Centre Lobby At Level-3 Planters Layout
7	LSI/07	INDOOR LANDSCAPING- LSI-3 Conference Centre Lobby At Level-3 Plantation Detail
8	LSI/08	INDOOR LANDSCAPING-LSI-4 Public Lift Lobbies At Level 1 To 17 Planters Detail
9	LSI/09	INDOOR LANDSCAPING-LSI-5 Bubble Lift Lobby At Level-1 Planters Layout & Plantation Detail
10	LSI/10	INDOOR LANDSCAPING LSI-5 Bubble Lift Lobby at Level-2 To 6 Planters Layout & Plantation Detail
11	LSI/11	INDOOR LANDSCAPING LSI-6 Food Court Planters Layout

12	LSI/12	INDOOR LANDSCAPING LSI-6 Food Court Plantation Detail
13	LSI/13	INDOOR LANDSCAPING LSI-7 Break Out Area Planters Layout
14	LSI/14	INDOOR LANDSCAPING LSI-8 Pre-function Area Planters Layout