

**MINISTRY OF INTERIOR & NARCOTICS CONTROL NATIONAL  
POLICE FOUNDATION (NPF), ISLAMABAD**

**CONSTRUCTION OF HOUSES FOR ICT POLICE**

**TECHNICAL BID**

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**BIDDING DOCUMENTS  
VOLUME – I**

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**AUGUST, 2026**



**NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LTD**

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**VOLUME – I**

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**INSTRUCTIONS  
TO  
BIDDERS**

# INSTRUCTION TO BIDDERS

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## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

- |             |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>IB.1</b> | <b>Scope of Bid</b>                               | <p>1.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.</p> <p>1.2 The successful bidder will be expected to complete the Works within the time specified in the Bidding Data.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>IB.2</b> | <b>Source of Funds</b>                            | <p>2.1 The Employer has applied for/received a funding from the source(s) in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this funding will be applied to eligible payments under the Contract for which these Bidding Documents are issued.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>IB.3</b> | <b>Eligible Bidders</b>                           | <p>3.1 This Invitation for Bids is open to all Bidders meeting the following requirements at the time of submission of Bids and thereafter:</p> <ul style="list-style-type: none"> <li>(a) Duly prequalified for this bidding process;</li> <li>(b) Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works in the relevant field of specialization.</li> </ul> <p>However, a Foreign Constructor can submit provisional licence with its Bid but the Foreign Constructor will be required to submit standard licence after award of Contract and before start of work.</p> <p>Foreign Constructor shall not be eligible to participate in bidding individually. Foreign Constructor shall enter into joint venture with Pakistani Constructor registered with the Pakistan Engineering Council in equivalent/compatible category and submit the joint venture agreement to the Employer before participating in bidding in accordance with PEC Construction and Operation of Engineering Works Bye-laws, 1987;</p> <ul style="list-style-type: none"> <li>(c) Pakistani Constructor must be on Active Taxpayer List of the Federal Board of Revenue and provincial revenue authority/ board where applicable; and</li> <li>(d) All partners constituting the Bidder including proposed subcontractors do not appear in the list of debarred/ blacklisted firms and individuals on the websites of PEC and Federal &amp; Provincial Procurement Regulatory Authorities and have not been declared debarred/ blacklisted by foreign country, international organizations or other foreign institutions.</li> </ul> |
| <b>IB.4</b> | <b>Eligible Materials, Equipment and Services</b> | <p>4.1 All materials, equipment and services to be supplied under this Contract shall have their origin in eligible countries described under paragraph 4.4 hereunder</p> <p>4.2 For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 4.3 The origin of Goods and Services is distinct from the nationality of the Bidder
- 4.4 Eligible countries to participate in this bidding process are those which have been notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL); information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

**IB.5 One Bid per Bidder**

- 5.1 Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than alternatives pursuant to Clause IB.17) will be disqualified.

**IB.6 Site Visit**

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

## **B. BIDDING DOCUMENTS**

**IB.7 Contents of Bidding Documents**

- 7.1 The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
1. Instructions to Bidders.
  2. Bidding Data.
  3. Evaluation Criteria and Qualification Updating Forms
  4. General Conditions (GC).
  5. Particular Conditions (PC).
    - Part A - Contract Data;
    - Part B - Special Provisions
  6. Specifications (SP)
    - Part A – Specific Provisions
    - Part B – Technical Provisions
  7. Letter of Bid.
  8. Schedules to Bid
  9. Standard Forms
    - (i) Form of Bid Security;
    - (ii) Letter of Acceptance;
    - (iii) Form of Contract Agreement;
    - (iv) Form of Performance Security;

- (v) DAAB Agreement;
- (vi) Form of Mobilization Advance Guarantee

10. Drawings.

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

**IB.8 Clarification of Bidding Documents, Pre-Bid Meeting**

- 8.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than the period specified in the Bidding Data, prior to the deadline for submission of bids.
- 8.2 Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.
- 8.3 The Employer may, on his own or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, are as stipulated in the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 8.4 The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 8.5 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause IB.7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 8.6 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**IB.9 Amendment of Bidding Documents**

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents listed in Sub-Clause IB.7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 Such addendum shall be issued not later than number of days prior to the deadline for submission of bids, specified in the Bidding Data. To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids,

the Employer may extend the deadline for submission of bids in accordance with Clause IB.20.

## C. PREPARATION OF BIDS

- |                                           |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>IB.10 Cost of Bidding</b>              | 10.1 | The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>IB.11 Language of Bid</b>              | 11.1 | The Bid and all correspondence and documents related to the Bid exchanged by a Bidder and the Employer shall be in the Bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by duly certified translation of the relevant parts in the Bid language, in which case, for purposes of evaluation of the bid, the translation in Bid language shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>IB.12 Documents Comprising the Bid</b> | 12.1 | <p>Each bidder shall:</p> <ul style="list-style-type: none"> <li>(a) submit duly filled in, signed and stamped Letter of Bid and completed Schedules to Bid as required, including priced Bill of Quantities, in accordance with Clause IB.18 hereof;</li> <li>(b) submit Bid Security in accordance with Clause IB.16 hereof</li> <li>(c) submit alternative proposal, if permissible in accordance with Clause IB.17</li> <li>(d) submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature.</li> <li>(e) submit the Qualification Updating Forms duly filled in, signed and stamped along with requisite attachments, to establish that the Bidder continues to meet the Eligibility and Qualification Criteria set out in the Pre-Qualification Documents and as provided in the Section "Evaluation Criteria and Qualification Updating Forms".</li> <li>(f) furnish a technical proposal taking into account the various Schedules to Bid, specially the following: <ul style="list-style-type: none"> <li>Schedule-C to Bid, Proposed Construction Schedule;</li> <li>Schedule-D to Bid, Method of Performing the Work;</li> <li>Schedule-E to Bid, List of Major Equipment;</li> <li>Schedule-F to Bid, Organization Chart for Supervisory Staff;</li> </ul> and other pertinent information, such as mobilization programme, etc </li> </ul> |
|                                           | 12.2 | <p>Bids submitted by a joint venture of two (2) or more firms specified in <b>Bidding Data</b>, shall comply with the following requirements:</p> <ul style="list-style-type: none"> <li>(a) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

- (b) one of the joint venture partners shall be nominated as being in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation and corresponding duties & responsibilities of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments/ modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

12.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause IB.1.2 hereof.

### **IB.13 Bid Prices**

- 13.1 The price and discount if any quoted by the Bidders in the Letter of Bid and in the Bill of Quantity shall conform to the requirement specified below:
- 13.2 The Bidder shall quote any discounts and the methodology for their application.
- 13.3 If bids are being invited for individual lots (contracts) or for any combination of lots, the Bidders can offer discounts for the individual lots (contracts) as well as for award of more than one Contract and shall specify in their bid.
- 13.4 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause IB.1.1 hereof, based on the unit rates and/or prices.
- 13.5 The Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 13.6 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior

to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.

Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed/ deducted as per Sub Clause 13.6 [*Adjustment for Changes in Laws*] of the Conditions of Contract

- 13.7 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Sub-Clause 13.7 [*Adjustments for Changes in Cost*] of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Schedule-A to Bid, and shall submit with their bids such other requisite supporting information if required under the said Schedule

**IB.14 Currencies of Bid and Payment**

- 14.1 The unit rates and the prices shall be quoted by the Bidder entirely PKR.  
A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent PKR.

- 14.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date twenty eight (28) days prior to the deadline for submission of bids. Such rates shall be notified by the Employer not later than fourteen (14) days prior to the deadline for submission of Bids.

For the purpose of payments, the exchange rates used in Bid preparation shall apply for the duration of the Contract.

**IB.15 Bid Validity**

- 15.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of Bid Opening specified in Clause IB.23.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period which normally may not be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.16 in all respects.

**IB.16 Bid Security**

- 16.1 Each Bidder shall furnish, as part of his bid, a Bid Security in original form in the amount stipulated in the Bidding Data in PKR or an equivalent amount in a freely convertible currency.
- 16.2 The Bid Security shall be, at the option of the Bidder, in the form of Call Deposit Receipt (CDR)/ Pay Order or a Security issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance

Company listed in the Bidding Data and rated by PACRA/VIS of rating as provided in Table below in favour of the Employer valid for a period 14 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

| Bid Price<br>(In Eq. million<br>PKR) | Minimum Rating<br>Insurance Company |
|--------------------------------------|-------------------------------------|
| Up to 1000                           | A (+)                               |
| 1001 to no limit                     | AA                                  |

[Note: Insurance Company includes Joint Venture Insurance Companies also]

- 16.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 16.4 The Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder requests for the return of its Bid Security, or upon the expiry of original validity of Bid Security or as extended, whichever is earlier.
- 16.5 The Bid Security of the lowest three Bidders including the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security.
- 16.6 The Bid Security may be forfeited:
- (a) if the Bidder withdraws his bid except as provided in Sub Clause IB.22.1;
  - (b) if the Bidder does not accept the correction of his Bid Price pursuant to Sub Clause IB.28.2 hereof; or
  - (c) in the case of successful Bidder, fails to furnish the required Performance Security.
- 16.7 In case of annulment, all Bids submitted and specially, Bid securities, shall be returned to the Bidders within 14 days of annulment.

**IB.17 Alternate  
Proposals by  
Bidder**

- 17.1 Unless otherwise specified in the **Bidding Data**, alternative proposal(s) shall not be considered.
- 17.2 Should any Bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his Bid to be submitted in strict compliance with the Bidding Documents, submit any alternative proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details/conditions, provided always that the total sum entered on the Letter of Bid shall be that which represents complete compliance with the Bidding Documents.

- 17.3 Alternative proposal(s), if any, of the Bidder having submitted most advantageous Bid only may be considered by the Employer as the basis for the award of Contract to such Bidder.

**IB.18 Format and  
Signing of Bid**

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All Schedules to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Letter of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the Bid may be rejected.
- 18.4 Each Bidder shall prepare by filling in the forms completely and without alterations one (1) original and number of copies, specified in the **Bidding Data**, of the documents comprising the Bid as described in Clause IB.12 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- The Bidder shall also provide complete searchable PDF versions as well as Word, Excel, etc., versions of the Bid if so required in the **Bidding Data**.
- 18.5 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause IB.12.1(d) hereof. All pages of the Bid shall be initialled and stamped by the person or persons signing the bid.
- 18.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents and the Bid as their file copy.
- 18.9 All documents executed outside Pakistan required to be submitted with the Bid must be certified by Pakistani Embassy in the respective country (ies).

## **D. SUBMISSION OF BIDS**

**IB.19 Sealing and  
Marking of Bids**

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

given in Sub Clause IB.19.2 hereof.

- 19.2 The inner and outer envelopes shall:
- (a) be addressed to the Employer at the address provided in the **Bidding Data**;
  - (b) bear the specific identification of this bidding process as specified in the **Bidding Data**; and
  - (c) provide a warning not to open before the time and date for bid opening, as specified in the **Bidding Data**.
- 19.3 In addition to the identification required in Sub-Clause IB.19.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21.
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- IB.20 Deadline for Submission of Bids**
- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the **Bidding Data**.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims will be entertained for refund of such expenses.
  - (c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid envelope.
  - (d) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger..
- 20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- IB.21 Late Bids**
- 21.1 (a) Any Bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 shall be declared late, rejected and returned unopened to such Bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger or by mail.
- IB.22 Modification, Substitution and Withdrawal of Bids**
- 22.1 Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

- 22.2 The modification, substitution, or notice for withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No Bid may be modified by a Bidder after the deadline for submission of Bids except in accordance with Sub Clauses IB.22.1 and 28.2.
- 22.4 Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Letter of Bid may result in forfeiture of the Bid security in pursuance to Clause IB.16.

## **E. BID OPENING AND EVALUATION**

### **IB.23 Bid Opening**

- 23.1 The Employer will open the Bids including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the **Bidding Data**. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened. Only bids that are opened and read out at Bid opening shall be considered further.
- 23.3 The Bidder's name, total Bid Price and price of any alternative proposal(s), any discounts, Bid modifications, substitution and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of Bids. Only discounts and alternative proposals.
- read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Summary Bill of Quantities are to be initialled by representative(s) of the Employer attending Bid opening. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with Sub-Clause IB 21.1)
- 23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with the Sub-Clause IB.23.3.

### **IB.24 Process to be Confidential**

- 24.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of the result of Bid evaluation in the form of final evaluation report giving justification for acceptance or rejection of Bids which shall be done at least fifteen (15) days prior to award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the Bids evaluated. Any effort by a Bidder to influence the Employer's processing of Bids or Contract award decisions may result in the rejection of such Bidder's Bid. Whereas any Bidder feeling

aggrieved may lodge a written complaint not later than five (5) days after the announcement of the final evaluation report.

**IB.25 Clarification of Bids**

- 25.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates and lump sum prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause IB.28.
- 25.2 The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omitting any material information required to be submitted in accordance with the Bidding Documents.
- 25.3 If a Bidder does not provide clarifications of its Bid by the date and time set reasonably (not less than seven (7) days) in the Employer's request for clarification, the Employer may proceed with the evaluation based on the information submitted in the Bid without waiting for the Bidder's response.

**IB.26 Examination of Bids and Determination of Responsiveness**

- 26.1 Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in Sub- Clause IB.12.
- 26.3 A substantially responsive Bid is one which meets the requirements of the Bidding Documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one that,
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality or performance of the Works; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 26.4 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - (c) "Omission" is the failure to submit part or all of the

information or documentation required in the Bidding Documents

- 26.5 The Employer shall examine the technical aspects of the Bid submitted in accordance with Sub-Clause IB.12.1(f), in particular, to confirm that all requirements stated in Specifications have been met without any material deviation, reservation or omission.
- 26.6 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation, reservation or omission.
- IB.27 Nonmaterial Nonconformities**
- 27.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 27.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 27.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by other lowest two evaluated substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use a suitable CSR, adjusted to the date 28 days earlier to the Bid submission date or its best assessment.
- IB.28 Correction of Errors**
- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern
  - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
  - (c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected
- 28.2 The amount stated in the Letter of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the

Bid security shall be forfeited in accordance with Sub Clause IB.16.6(b) hereof.

**IB.29 Evaluation and Comparison of Bids**

- 29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 29.2 In evaluating and comparing the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for arithmetic errors pursuant to Clause IB.28;
  - (b) price adjustment due to discounts offered in accordance with Sub-Clause IB.23.3
  - (c) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced daywork;
  - (d) making an appropriate price adjustment for any quantifiable nonmaterial nonconformities in accordance with Sub-Clause IB.27.3; and
  - (e) the additional evaluation factors are specified in Section Evaluation Criteria and Qualification Updating Forms
- 29.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bids' comparison.

**IB.30 Abnormally Low Bids**

- 30.1 If the Bid Price of the successful Bidder is more than 15% below the lower of the Employer's estimate of the cost of work to be performed under the Contract or average of other lowest two evaluated substantially responsive Bids, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require an additional Performance Security by 10% of the difference of the Bid Price as determined hereinabove upto issuance of Taking Over Certificate at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The Bids having Bid Price lower than 25% shall be liable to be rejected.

**IB. 31 Unbalanced or Front Loaded Bids**

- 31.1 If the Bid of the successful Bidder is seriously unbalanced (Front Loaded) in relation to the average of other evaluated substantially responsive Bids, the Employer during execution of contract may pay against measured quantities of significantly higher quoted line item(s) rate(s) with respect to same line item(s) rate(s) determined from the average of other lowest two evaluated substantially responsive Bids as instructed by the Engineer. The balance line item(s) rate(s) may be paid against the same measured quantities at the time of issuance of Taking Over Certificate or as instructed by the Engineer.

## **F. AWARD OF CONTRACT**

**IB.32 Award Criteria**

- 32.1 Subject to Clauses IB.33 and IB.39, the Employer will award the

Contract to the Bidder whose Bid has been determined as most advantageous Bid (substantially responsive to requirements of the Bidding Documents with the lowest evaluated Bid Price).

- |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>IB.33 Employer's Right to Annul the Bidding Process</b> | <p>33.1 Notwithstanding Clause IB.32, 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.</p> <p>The Employer shall upon request communicate to any Bidder who submitted a Bid, the grounds for its rejection of all Bids but is not required to justify those grounds. Rejection of all Bids shall be notified to all Bidders promptly.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>IB.34 Notification of Award</b>                         | <p>34.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Accepted Contract Amount").</p> <p>The Letter of Acceptance will also state the remedies with respect to Sub-Clauses IB.30 &amp; IB.31 if applicable.</p> <p>34.2 No negotiation with the Bidder having submitted most advantageous Bid or any other Bidder shall be permitted, however, Employer may have clarification meetings before issuing Letter of Acceptance to get clarified any item in the Bid evaluation report.</p> <p>34.3 The Letter of Acceptance/ notification of award and its acknowledgement/acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.</p> <p>34.4 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities in accordance with Sub-Clause IB.16.5.</p> |
| <b>IB.35 Performance Security</b>                          | <p>35.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract and additional Performance Security if applicable under IB.30 as stated in the Letter of Acceptance, within a period of 28 days after the receipt of Letter of Acceptance.</p> <p>35.2 Failure of the successful Bidder to comply with the requirements of Sub Clause IB.35.1 or Clauses IB.36 or IB.37 shall constitute sufficient grounds for the annulment of the award, forfeiture of the Bid security and to award the Contract to the Bidder having submitted next advantageous Bid.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>IB.36 Signing of Contract Agreement</b>                 | <p>36.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will notify the successful Bidder to depute its representative with appropriate Power of Attorney to sign the Contract Agreement in the form provided in the Bidding</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

Documents, incorporating all agreements between the parties.

- 36.2 The formal Agreement between the Employer and the successful Bidder shall be executed within 14 days of the receipt of the above stated notification by the successful Bidder from the Employer.
- IB.37 Integrity Pact** 37.1 The Bidder shall sign and stamp the Integrity Pact provided at Schedule-J to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding PKR ten million. Failure to provide such Integrity Pact shall make the Bidder non-responsive.
- IB.38 Instructions not part of Contract** 38.1 Bids shall be prepared and submitted in accordance with the Instructions to Bidders which are provided to assist the Bidders in preparing Bids but do not constitute part of the Contract.
- IB.39 Corrupt and Fraudulent Practices** 39.1 The Employer will reject a Bid if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract under this bidding.
- 39.2 The Employer will blacklist and hence forthwith debar a Constructor or individual, at any time, in accordance with the prevailing Public Procurement Rules 2004

# **BIDDING DATA SHEET**

## BIDDING DATA

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

**Instructions to  
Bidders**  
**Clause Reference**

**Clause IB.1**

**Scope of Bid**

**Sub Clause 1.1**

**Name and address of the Employer**

The Employer is:

**National Police Foundation (NPF)**

(Hereinafter called "The Employer" Which expression shall include the successors, legal representatives and permitted assignees).

**Director Admin**

National Police Foundation (NPF),  
NPF Head Office, Mauve Area,  
G-10, Islamabad  
Ph: 051-2350100  
Fax: 051-----

**Name of the Project and Summary of the Works**

The name of the Project is:

**"Construction of Houses for ICT Police at Police Lines Headquarters, H-11, Islamabad"**

The Summary of Works:

National Police Foundation (NPF) intends to construct Houses for ICT Police at Police Lines Headquarters, H-11, Islamabad.

The scope of works mainly comprises construction of houses, allied external development works and related ancillary works lying within the boundaries and limits shown on the Drawings and any such additional areas adjacent thereto as may be designated by the Engineer from time to time for the construction to be performed under the Contract, and all such areas and additional areas shall comprise the Site.

**Sub-Clause 1.2**

**Time for Completion**

180 days

**Clause IB.2**

**Source of Funds**

**Sub-Clause 2.1**

Delete the text of Sub-Clause 2.1 and substitute with the following:

The Employer has sufficient funds of its own to cover the Cost of the entire Project for which these Bidding Documents are issued.

**Clause IB.3 Eligible Bidders**

**Sub-Clause 3.1** Delete the text of Sub-Clause 3.1 (a) in its entirety.

**Clause IB.5 One Bid per Bidder**

**Sub-Clause 5.1** Delete the text of Sub-Clause 5.1 and substitute with the following:

Each bidder shall submit only one bid. Joint venture of firms is not allowed. A bidder who participates in more than one bid (other than alternatives pursuant to Clause IB.17) will be disqualified.

**Clause IB.7 Contents of Bidding Documents**

**Sub-Clause 7.1** Delete the text of Sub-Clause 7.1 and substitute with the following:

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

**Technical Bid****7.1.1 Volume - I**

- Instruction to Bidders;
- Bidding Data;
- Evaluation Criteria and Qualification Updating Forms;
- Letter of Technical Bid;
- Schedules to Bid;
- Form of Bid Security, Form of Performance Security, Letter of Acceptance, Form of Contract Agreement, DAB Agreement, Form of Mobilization Advance Guarantee;
- General Conditions;
- Particular Conditions:
  - Part A – Contract Data;
  - Part B- Special Provisions.

**7.1.2 Volume – II**

- Specifications:
  - Part A – Specific Provisions;
  - Part B – Technical Provisions.

**7.1.3 Volume – III**

- Bid Drawings.

**Price Bid****7.1.5 Volume – IV**

- Letter of Price Bid;
- Preamble to Bill of Quantities;
- Bill of Quantities.

**Clause IB.8 Clarification of Bidding Documents, Pre-Bid Meeting****Sub-Clause 8.1 Time limit for clarification**

03 days

|                        |                                                                                                                                                                                                    |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Sub-Clause 8.3</b>  | <b>Venue, time, and date of the pre-bid meeting</b>                                                                                                                                                |
|                        | The Bidder or his official representative are invited to attend a pre-bid meeting which will take place on the date, time and venue as stated in Notice of Invitation for Bids.                    |
| <b>Sub-Clause 8.4</b>  | The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than five (05) days before the date given for pre-bid meeting in the Notice Inviting Bids. |
| <b>Clause IB.9</b>     | <b>Amendment of Bidding Documents</b>                                                                                                                                                              |
| <b>Sub-Clause 9.3</b>  | Number of days: 03 days                                                                                                                                                                            |
| <b>Clause IB.11</b>    | <b>Language of Bid</b>                                                                                                                                                                             |
| <b>Sub-Clause 11.1</b> | English.                                                                                                                                                                                           |
| <b>Clause IB.12</b>    | <b>Documents Comprising the Bid</b>                                                                                                                                                                |
| <b>Sub-Clause 12.1</b> | Delete the text of Sub-Clause 12.1 and substitute with the following:                                                                                                                              |
| <b>12.1 (A)</b>        | The Bidder shall submit with its <b>Technical Bid</b> the following documents:                                                                                                                     |
|                        | <b><u>Volume - I</u></b>                                                                                                                                                                           |
|                        | (i) Letter of Technical Bid;                                                                                                                                                                       |
|                        | (ii) Bid Security in accordance with Clause IB.16;                                                                                                                                                 |
|                        | (iii) Written power of attorney authorizing the signatory of the Bid;                                                                                                                              |
|                        | (iv) Original Bidding Documents (Volume – I);                                                                                                                                                      |
|                        | (v) Dully filled in Appendices to Bid (except Schedules B to Bid);                                                                                                                                 |
|                        | (vi) Qualification documents establishing bidders' eligibility as per Section "Evaluation Criteria and Qualification Updating Forms".                                                              |
|                        | <b><u>Volume – II</u></b>                                                                                                                                                                          |
|                        | (i) Specifications                                                                                                                                                                                 |
|                        | – Part A – Specific Provisions                                                                                                                                                                     |
|                        | – Part B – Technical Provisions                                                                                                                                                                    |
|                        | <b><u>Volume – III</u></b>                                                                                                                                                                         |
|                        | (i) Drawings                                                                                                                                                                                       |
| <b>12.1 (B)</b>        | The Bidder shall submit with its <b>Price Bid</b> the following documents:                                                                                                                         |
|                        | <b><u>Volume – IV</u></b>                                                                                                                                                                          |
|                        | (i) Letter of Price Bid                                                                                                                                                                            |
|                        | (ii) Preamble to Bill of Quantities                                                                                                                                                                |
|                        | (iii) Schedule – B to Bid (Bill of Quantities)                                                                                                                                                     |
| <b>Sub-Clause 12.2</b> | Delete the Sub-Clause in its entirety.                                                                                                                                                             |
| <b>Sub-Clause 12.3</b> | The Bidder shall also submit along with the Bid the entire original document issued to him comprising Volume-I to Volume-IV.                                                                       |

**Clause IB. 13****Bid Prices****Sub-Clause 13.5**

Delete the text of Sub-Clause 13.5 and substitute with the following:

For Scheduled and Non-Scheduled Items, Bidder Shall Quote Premium in the Form of Percentage Above or Below the estimated price put to bid provided in the Summary of Estimate. Prices provided in the estimate against items are complete inclusive value of the finished work without any hidden technical and/ or financial reservations or implications. Bidders shall not modify, change, nor add any footnotes or any conditions to the Estimate.

**Sub-Clause 13.6**

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

All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 13.6 of the Conditions of Contract.

**Sub-Clause 13.7**

Delete the text of Sub–Clause 13.7 and substitute with the following:

The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 13.7 of the Conditions of Contract.

**Clause IB. 14****Currencies of Bid and Payment****Sub-Clause 14.1**

Delete the text of Sub–Clause 14.1 and substitute with the following.

The unit rates and the prices shall be quoted by the Bidder entirely in PKR.

The payments to the Contractor for the works done shall be made in Pakistani Rupees

**Sub-Clause 14.2**

The Sub-Clause is deleted in its entirety.

**Clause IB.15****Bid Validity****Sub-Clause 15.1****Period of Bid validity:**

One hundred and twenty (120) days.

**Clause IB. 16****Bid Security****Sub-Clause 16.1****Amount of Bid Security**

Rs. 10,000,000/-

- Sub-Clause 16.2** Delete the text of Sub-Clause 16.2 and substitute with the following:
- The Bid Security shall be, at the option of the bidder, in the form of Call Deposit Receipt (CDR) / Pay Order in favor of the Employer valid for a period of 28 days beyond bid validity date.
- Sub-Clause 16.4** Delete the text of Sub-Clause 16.4 and substitute with the following:
- The Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Price Bids, provided a Bidder requests for the return of its Bid Security, or upon the expiry of original validity of Bid Security or as extended, whichever is earlier.
- Clause IB.17** **Alternate Proposals by Bidder**
- The Clause is deleted in its entirety.
- Clause IB.18** **Format and Signing of Bid**
- Sub-Clause 18.4** Delete the text of Sub–Clause 18.4 and substitute with the following:
- Each bidder shall prepare and submit the original and two copies of the documents comprising the Bid as described in Clause IB-12 of the Bidding Data and clearly marked them "**ORIGINAL**" and **COPY**. In the event of discrepancy between them, the original shall prevail.
- Searchable PDF versions as well as Word, Excel etc. versions of the Bid are not Required.
- Sub-Clause 18.5** Delete the text of Sub–Clause 18.5 and substitute with the following:
- The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause 12.1 hereof. All pages of the Bid shall be initialed and stamped by the person or persons signing the Bid. One (1) copy of Power of Attorney must be attached to the Bid submitted to the Employer if this Bid is signed / executed by a person other than the President, Partner or Owner of the Bidder's Company.
- Clause IB.19** **Sealing and Marking of Bids**
- Sub-Clause 19.1** Delete the text of Sub–Clause 19.1 and substitute with the following:
- Each Bidder shall submit his Bid as under:
- (a) The technical bid shall comprise of documents listed in IB-12.1 (A) and the price bid shall comprise of documents listed in IB-12.1 (B) which shall be placed in separate envelopes in accordance with IB-12.1.
  - (b) **ORIGINAL** and **COPY** of Bids comprising Volume-I, II, III & IV shall be separately sealed and put in two separate envelopes, sealed and marked as Such.
  - (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub Clause IB.19.2 hereof.

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

**Director Admin**  
National Police Foundation (NPF),  
NPF Head Office, Mauve Area,  
G-10, Islamabad  
Ph: 051-2350100  
Fax: 051-----

**19.2 (b)** Name & identification number of the Contract is as follows:

**Name: "Construction of Houses for ICT Police at Police Lines Headquarters, H-11, Islamabad."**

**Identification Number : Not Applicable**

Provide the following text on the larger outer envelope:

**19.2 (c)** **WARNING: Not to be opened before \_\_\_\_\_**  
**(time) on \_\_\_\_\_ (date).**  
*(The time and date shall be as provided in the Notice Inviting Bid)*

**Clause IB.20** **Deadline for Submission of Bids**

**Sub-Clause 20.1(a)** Time and date of Bid submission and Bid opening shall be as per the data provided in the Notice Inviting Bids.

**Clause IB.23** **Bid Opening**

Delete the text of Sub-Clause 23 and substitute with the following:

**Sub-Clause 23.1** The Employer will open the Technical Bids in public at the address, date and time specified in the Notice Inviting Bids in the presence of Bidders' designated representatives who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.

**Sub-Clause 23.2** First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

**Sub-Clause 23.3** Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

**Sub-Clause 23.4** Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the

record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

**Sub-Clause 23.5**

Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a Bid Security; and
- (d) Any other details as the Employer may consider appropriate.

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

**Sub-Clause 23.6**

Preliminary Examination of Technical Bids

- (a) The Employer shall first examine qualification and experience Data as per Section Evaluation Criteria and Qualification Updating Forms submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in Section Evaluation Criteria and Qualification Updating Forms. Only substantially responsive qualification shall be considered for further evaluation.
- (b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted

**Sub-Clause 23.7**

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

**Sub-Clause 23.8**

At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids.

The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.

**Sub-Clause 23.9**

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

**Sub-Clause 23.10**

The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

**Sub-Clause 23.11**

All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- (a) The name of the Bidder;
- (b) Whether there is a modification or substitution;

- (c) The Bid Prices, including any discounts and alternative offers; and
- (d) Any other details as the Employer may consider appropriate.

Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. The Letter of Bid and the Summary Bill of Quantities are to be initialled by representative(s) of the Employer attending Bid opening. The Employer shall neither discuss the merits of any Bid nor reject any Bid at the time of opening of Price Bids.

**Sub-Clause 23.12**

The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with the Sub-Clause IB.23.1 & 23.10.

**Clause 24****Process to be Confidential****Sub-Clause 24.1**

In case of grievance, the address of Grievances Committee is:

**Convener Grievance Committee,**  
National Police Foundation (NPF),  
NPF Head Office, Mauve Area,  
G-10, Islamabad  
Ph: 051-2350100  
Fax: 051-----

**Clause IB. 26****Examination of Bids and Determination of Responsiveness****Sub-Clause 26.3**

Delete the text of Sub-Clause 26.3 and substitute with the following:

A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; Includes signed Integrity Pact where required as per clause IB.37 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation

**Clause IB-28****Corrections of Arithmetic Errors****Sub-Clause 28.1**

Delete the text of Sub-Clause 28.1 and substitute with the following:

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an

obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

- (c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

## **Clause IB-29**

### **Evaluation and Comparison of Bids**

#### **Sub-Clause 29.1**

At the end of Sub-Clause 28.1 add the following:

In evaluating the Bids the Employer shall also examine the Construction Schedule (Schedule-C to Bid) and Method of Performing the Work (Schedule-D to Bid) submitted by the Bidder along with the Bid.

## **Clause IB.35**

### **Performance Security**

#### **Sub-Clause 35.1**

Delete the text of Sub–Clause 35.1 and substitute with the following:

The successful bidder shall obtain and provide to the Employer a Performance Security and an additional Performance Security (if applicable under IB.30 as stated in Letter of Acceptance) in the prescribed Form annexed to these Bidding Documents. The said Security shall be furnished to the Employer by the successful bidder within twenty-eight (28) days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to ten percent (10%) of the Contract Price in the currency of the Contract and, at the option of the bidder, in the form of Bank Guarantee either from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.

## **Clause IB. 36**

### **Signing of Contract Agreement**

#### **Sub-Clause 36.1**

Delete the text of Sub–Clause 36.1 and substitute with the following:

The successful Bidder shall submit for approval by the Employer along with the Performance Security within the time period stipulated in clause IB-35.1 a draft copy of Contract Agreement as per the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

#### **Sub-Clause 36.2**

Delete the text of Sub–Clause 36.2 and substitute with the following:

The formal Agreement between the Employer and the successful Bidder shall be executed within 14 days from the date of furnishing of acceptable Performance Security by the successful Bidder from the Employer but not before acceptance by the Employer of the Performance Security as per Sub-Clause 35.1 hereof.

## **Clause IB. 37**

### **Integrity Pact**

#### **Sub-Clause 37.1**

Delete the text of Sub–Clause 37.1 and substitute with the following:

The successful Bidder shall sign and stamp the Integrity Pact provided at Schedule-J to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding PKR ten million. Failure to provide such Integrity Pact shall make the Bidder non-responsive.

**LETTER OF TECHNICAL BID  
AND  
SCHEDULES TO BID**

## LETTER OF TECHNICAL BID AND SCHEDULE TO BID TABLE OF CONTENTS

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### Letter of Technical Bid

**Name of Contract:**      **“Construction of Houses for ICT Police at Police Lines Headquarters, H-11, Islamabad ”**

**To:**                              **Director Admin**

National Police Foundation (NPF),  
NPF Head Office, Mauve Area,  
G-10, Islamabad  
Ph: 051-2350100  
Fax: 051-----

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:  
  
Construction of Houses for ICT Police at Police Lines Headquarters, H-11, Islamabad.
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 148 days.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name .....

In the capacity of .....

Signed .....

.....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

.....

Address.....

## **SCHEDULES TO BID**

## SCHEDULE OF ADJUSTMENT DATA

### SCHEDULE OF COST INDEXATION – LOCAL ITEMS

[The formulae for price adjustment shall be of the following general type:]

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

where:

“ $P_n$ ” is the adjustment multiplier to be applied to the estimated Contract value in the relevant currency of the work carried out in period “ $n$ ”, this period being a month;

“ $a$ ” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“ $b$ ”, “ $c$ ”, “ $d$ ”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“ $L_n$ ”, “ $E_n$ ”, “ $M_n$ ”, are the current cost indices or reference prices for period “ $n$ ”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 28 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“ $L_o$ ”, “ $E_o$ ”, “ $M_o$ ”, are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date i.e. prices prevalent 28 days prior to the latest day for submission of Bids.

The weightings (coefficients) for each of the factors of cost stated in the following table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variation(s).

The source of prices and the weightages for use in the adjustment formula shall be as follows:

## SCHEDULE OF ADJUSTMENT DATA

Table I. Local Currency (LC) For Bill Nos \_\_\_\_\_.

| Cost Element | Description                                                                                                                                     | Weightages | Applicable Price                                                                             |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------|
| (i)          | (ii)                                                                                                                                            | (iii)      | (iv)                                                                                         |
| a            | Fixed Portion                                                                                                                                   | 0.540      |                                                                                              |
| b            | Labour<br><i>(Labourer (un-skilled) per day, shall be taken as representative of all types of Labour (skilled/unskilled) deployed at site)</i>  | 0.150      | Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin. |
| c            | Cement<br><i>(OPC cement per bag shall be taken as representative of all types of cement used at the site)</i>                                  | 0.104      | - do -                                                                                       |
| d            | Reinforcing Steel<br><i>(½" Ø round M.S. Bars per tonne shall be taken as representative of all types and diameters of Steel Reinforcement)</i> | 0.090      | - do -                                                                                       |
| e            | Bricks                                                                                                                                          | 0.066      | -do-                                                                                         |
| f            | High Speed Diesel (HSD)<br><i>( HSD shall be taken as representative of all kind of fuels used in connection with the Contract)</i>             | 0.050      | -do-                                                                                         |
|              | Total                                                                                                                                           | 1.000      |                                                                                              |

**Notes:**

- 1) Prices for "(b)" to "(f)" shall be taken from the Government of Pakistan, Federal Bureau of Statistics. Monthly Statistical Bulletin. The base prices shall be those prevalent 28 days prior to the latest day for submission of Bids. Current date price of any element shall be those prevalent 28 days prior to the start of execution month to which a particular monthly statement is related.
- 2) If the Statistical Bulletin of the aforesaid month is not available at the time of Bid opening, then the Basic Prices of Specified Materials will be submitted by the Contractor at the time of their availability and shall be recommended by the Engineer and will be fixed as Basic Prices for Specified Materials for Price Adjustment.
- 3) The prices for the cost elements of (b) to (f) shall be used for the City where the Site is located. In case the Site is not listed in the monthly statistical Bulletin, the prices for the nearest City listed in the Bulletin shall be used.

- 4) Any fluctuation in the prices of materials other than those given above shall not be subject to adjustment of the Contract Price and shall be deemed to be included in the rates and prices quoted by the Bidders.
- 5) The prices of materials provided in this Appendix are for the purpose of price adjustment only. The Contractor shall base his rates entered in the Bill of Quantities on current market prices.

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date \_\_\_\_\_

**SCHEDULE OF ADJUSTMENT DATA**

**Table II. Foreign Currency (FC)**

**NOT USED**

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date\_\_\_\_\_

**SCHEDULE OF ADJUSTMENT DATA**

**Table III. Foreign Currency Requirements**

**NOT USED**

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date \_\_\_\_\_

**SCHEDULE OF ADJUSTMENT DATA**

**Table IV. Summary of Payment Currencies**

All payments shall be made in Pakistani Rupees (PKR.)

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date \_\_\_\_\_

## CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 8.3 of the General Conditions, the whole of the Works, and each Section (if any), shall be completed within the Time for Completion for the Works or Section (as the case may be) stated as hereunder and mentioned in Contract Data.

| Description                                                                                           | Time for Completion (days) |
|-------------------------------------------------------------------------------------------------------|----------------------------|
| Whole Works - Construction of of Houses for ICT Police at Police Lines Headquarters, H-11, Islamabad. | One hundred eighty (180)   |

The Bidder shall provide, the Construction Schedule in the bar chart (CPM) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works may meet Employer's completion targets in days noted above and counted from the Commencement Date (Attach sheets as required for the specified form of Construction Schedule.)

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## METHOD OF PERFORMING THE WORK

(to be filled and signed by the Bidder)

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization, in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site and providing all services including but not limited to supply of power, water, maintenance of facilities, safety and security and all what is required for completion of works in accordance with the Contract.
4. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.
5. **The Bidder while preparing his methodology for performing and executing the works shall also consider the following:**
  - a) The timely completion of the Project as per the time provided in Contract Data.
  - b) The Contractor while filling out the list of major equipment required at site, shall ensure that the equipment requirement is in consonance with the construction requirement.
  - c) The Contractor is not restricted to carry out the work in single shift. The Contractor should note that if he plans to execute the work in more than single shift than all costs related to the additional superintendence to be provided by the Engineer will be borne by the Contractor. Procedure for such additional costs will be worked out and finalized between the Contractor and Engineer with the consent of the Employer.
  - d) The portions of the Site shall be made available to the Contractor in coordination with other Contractors working at site. The Contractor shall prepare the work programme accordingly.

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## LIST OF MAJOR EQUIPMENT

The Bidder will provide on Sheet E-2 of this schedule a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment.

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment as per site requirements and instructions of the Engineer.

The bidder while preparing his methodology for performing and executing the works shall consider the Major Equipment to be brought/installed/erected at site required to complete the Works in the specified Time Schedule.

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

# **LIST OF MAJOR EQUIPMENT**

(Owned, Purchased or Leased)

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

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## LIST OF MAJOR EQUIPMENT

### Equipment details

|                                                                                     |                                                                                                                                                                                    |                        |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Item of equipment                                                                   |                                                                                                                                                                                    |                        |
| Equipment information                                                               | Name of manufacturer                                                                                                                                                               | Model and power rating |
|                                                                                     | Capacity                                                                                                                                                                           | Year of manufacture    |
| Current status                                                                      | Current location                                                                                                                                                                   |                        |
|                                                                                     | Details of current commitments                                                                                                                                                     |                        |
| Source                                                                              | Indicate source of the equipment<br><input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured |                        |
| The following information shall not be applicable for equipment owned by the Bidder |                                                                                                                                                                                    |                        |
| Owner                                                                               | Name of owner                                                                                                                                                                      |                        |
|                                                                                     | Address of owner                                                                                                                                                                   |                        |
|                                                                                     | Telephone                                                                                                                                                                          | Contact name and title |
|                                                                                     | Fax                                                                                                                                                                                | Telex                  |
| Agreements                                                                          | Details of rental / lease / manufacture agreements specific to the project                                                                                                         |                        |
|                                                                                     |                                                                                                                                                                                    |                        |
|                                                                                     |                                                                                                                                                                                    |                        |
|                                                                                     |                                                                                                                                                                                    |                        |

*[This Table shall be used for each item of Equipment separately]*

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ORGANIZATIONAL CHART  
FOR THE  
SUPERVISORY STAFF AND LABOUR**

**MINIMUM MANDATORY STAFF REQUIREMENT:**

The Contractor shall arrange the following staff at site immediately upon commencement of works:

| <b>Designation</b> | <b>Nos.</b> | <b>Minimum Qualification</b>                                              | <b>Min. Work Experience</b> |
|--------------------|-------------|---------------------------------------------------------------------------|-----------------------------|
| Project Manager    | 01          | B.Sc. Civil Engineer with valid Pakistan Engineering Council Registration | 25 years                    |
| Site Engineer      | 01          | B.Sc. Civil Engineer with valid Pakistan Engineering Council Registration | 15 years                    |
| Associate Engineer | 01          | DAE (Civil)                                                               | 10 years                    |
| Associate Engineer | 01          | DAE (E/M)                                                                 | 10 years                    |
| Quantity Surveyor  | 01          | DAE (Civil)                                                               | 10 years                    |
| Surveyor           | 01          | Survey Certificate                                                        | 10 years                    |

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### LIST OF SUBCONTRACTORS

(to be filled and signed by the Bidder)

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

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

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

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### ESTIMATED PROGRESS PAYMENTS

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

| <b>Months</b>                                            | <b>% of Bided Price</b> |
|----------------------------------------------------------|-------------------------|
| <b>(a)</b>                                               | <b>(b)</b>              |
| <b>1<sup>st</sup> quarter</b>                            |                         |
| <b>2<sup>nd</sup> quarter till completion of project</b> |                         |
| <b>Total</b>                                             | <b>100 %</b>            |

## CONSTRUCTION CAMP AND HOUSING FACILITIES

(to be filled and signed by the Bidder)

The Bidder in accordance with Clause 6 of the Conditions of Contract shall provide a description of his construction camp's facilities and staff housing requirements.

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

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

### Note:

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

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**INTEGRITY PACT**

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

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Employer: .....

Signature: .....

[Seal]

Name of Bidder/Contractor: .....

Signature: .....

[Seal]

## LIST OF RECOMMENDED MANUFACTURERS

(to be signed by the Bidder)

Equipment and materials specified with brand names have been provided in order to establish a standard of performance and do not necessarily indicate a preference for a particular manufacturer or material.

The names of manufacturers given below are to indicate the level of quality and performance anticipated by the Engineer/ Employer. Other makes may be accepted provided that the quality and performance of such equipment, in the sole opinion of the Engineer, are at least equal to or better than the equipment/ product offered by the recommended manufacturer.

The acceptance of equipment/ materials offered by these manufacturers will be subject to compliance of offered models/materials with the specifications, capacity and/or performance requirements.

Onus lies with the Contractor for establishing the genuineness of any material/product for its make and origin.

| S.NO. | ITEM                                              | MANUFACTURER                                                                                                                                 |
|-------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| (a)   | <b>CIVIL</b>                                      |                                                                                                                                              |
| 1     | Paints                                            | <ul style="list-style-type: none"> <li>i Nippon Paints</li> <li>ii ICI Paints</li> <li>iii Berger Paints</li> </ul>                          |
| 2     | Anti Termite Treatment                            | <ul style="list-style-type: none"> <li>i Mirage</li> <li>ii Biflex</li> <li>iii Termidor</li> </ul>                                          |
| 3     | Construction Chemicals                            | <ul style="list-style-type: none"> <li>i Sika</li> <li>ii FEB</li> <li>iii Ultra Chemical</li> <li>iv Faw Chem</li> <li>v Aquafin</li> </ul> |
| 4     | Anchors for Concrete<br>(Chemical and Mechanical) | <ul style="list-style-type: none"> <li>i Hilti</li> <li>ii Spit</li> <li>iii Sika</li> <li>iv Fischer</li> </ul>                             |
| 5     | PVC Water Stops                                   | <ul style="list-style-type: none"> <li>i Decora</li> <li>ii Sika</li> <li>iii ATS Synthetics</li> </ul>                                      |
| 6     | Wall Coatings                                     | <ul style="list-style-type: none"> <li>i Gritwall</li> <li>ii Rockshield</li> <li>iii Rockwall</li> </ul>                                    |
| 7     | Façade Tile Cladding                              | <ul style="list-style-type: none"> <li>i Ultra Thin Rockslab (H-Verse Kale)</li> </ul>                                                       |

| S.NO.               | ITEM                             | MANUFACTURER                                                                                                                                                                                                                                                                                    |
|---------------------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8                   | Porcelain Tiles                  | <ul style="list-style-type: none"> <li>i Master Tiles</li> <li>ii Orient Ceramcia Tiles</li> <li>iii Shabbir Tiles</li> </ul>                                                                                                                                                                   |
| 9                   | Concrete Floor Tile & Pavers     | <ul style="list-style-type: none"> <li>i GrandWorks</li> <li>ii Concrete Wizard</li> <li>iii Envicrete</li> <li>iv Acmecrete</li> </ul>                                                                                                                                                         |
| 10                  | False Ceiling                    | <ul style="list-style-type: none"> <li>i OWA (Germany)</li> <li>ii Daiken Cooperation (Japan)</li> </ul>                                                                                                                                                                                        |
| 11                  | Aluminium Composite Panels (ACP) | <ul style="list-style-type: none"> <li>i Alucobond</li> <li>ii Reynobond</li> <li>iii Alubond</li> </ul>                                                                                                                                                                                        |
| 12                  | Epoxy Flooring                   | <ul style="list-style-type: none"> <li>i ICI</li> <li>ii Jotun</li> <li>iii Faw Chem</li> <li>iv Berger</li> <li>v Sika</li> </ul>                                                                                                                                                              |
| 13                  | Hardware, Hinges and Locks       | <ul style="list-style-type: none"> <li>i Yale</li> <li>ii Mandelli</li> </ul>                                                                                                                                                                                                                   |
| 14                  | Fire Resistant Doors             | <ul style="list-style-type: none"> <li>i Haseen Habib Trading</li> <li>ii MK Traders</li> </ul>                                                                                                                                                                                                 |
| 15                  | Aluminum                         | <ul style="list-style-type: none"> <li>i Prime Aluminum</li> <li>ii Chawla Aluminum</li> <li>iii Alcon Aluminum</li> <li>iv Pakistan Cables</li> </ul>                                                                                                                                          |
| 16                  | Glass                            | <ul style="list-style-type: none"> <li>i Ghani Glass (Local)</li> <li>ii Tariq Glass (Local)</li> <li>iii Gunj Glass (Local)</li> <li>iv Saint-Gobain Glass (imported)</li> <li>v Cornwall Glass (Imported)</li> <li>vi Guardian Glass (Imported)</li> <li>vii Pelkington (Imported)</li> </ul> |
| <b>(b) PLUMBING</b> |                                  |                                                                                                                                                                                                                                                                                                 |
| 1                   | Sanitary Fixtures                | <ul style="list-style-type: none"> <li>i M/S Porta</li> <li>ii M/S Marachi<br/>(or approved equivalent)</li> </ul>                                                                                                                                                                              |
| 2                   | Sanitary Fittings                | <ul style="list-style-type: none"> <li>i M/S Faisal</li> <li>ii M/S Sonex<br/>(or approved equivalent)</li> </ul>                                                                                                                                                                               |
| 3                   | Kitchen Sinks                    | <ul style="list-style-type: none"> <li>i M/S Atlas</li> <li>ii M/S Rashad</li> </ul>                                                                                                                                                                                                            |

| S.NO. | ITEM                                  | MANUFACTURER                                                                                                                                          |
|-------|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|       |                                       | iii M/S Porta<br>(or approved equivalent)                                                                                                             |
| 4     | Bath & Kitchen Specials / Accessories | i M/S Faisal<br>ii M/S Sonex<br>(or approved equivalent)                                                                                              |
| 5     | Grab bars                             | i M/S Porta<br>ii M/S Zilver<br>(or approved equivalent)                                                                                              |
| 6     | Water Filters / Filter Plant          | i M/S So-Safe<br>ii M/S N-viro Pak<br>iii M/S KSB<br>(or approved equivalent)                                                                         |
| 7     | Electric Water Heaters                | i M/S Ariston<br>ii M/S Canon<br>(or approved equivalent)                                                                                             |
| 8     | Gas+Electric Dual Water Heaters       | i M/S Corona<br>ii M/S Nasgas<br><br>iii M/S Tesla<br>(or approved equivalent)                                                                        |
| 9     | Galvanized Iron /Mild steel Pipes     | i M/S International Industries Ltd.<br>ii M/S Bashir Pipe Industries Pvt. Ltd.<br>iii M/S Jamal Pipe Industries Pvt. Ltd.<br>(or approved equivalent) |
| 10    | Galvanized Iron Pipe Fittings         | i M/S HE China<br>ii M/S TG China                                                                                                                     |
| 11    | Thermal insulation for pipes          | i M/S Kimmco<br>ii M/S Afico<br>(or approved equivalent)                                                                                              |
| 12    | PPR Pipes & Fittings                  | i M/S Dadex (polydex)<br>ii M/S Beta Pipe<br>iii M/S Popular Pipe<br>iv M/S Nepro Pipe<br>(or approved equivalent)                                    |
| 13    | UPVC Pipes & Fittings                 | i M/S Dadex (Nikasi)<br>ii M/S Beta Pipe<br>iii M/S Popular Pipe<br>iv M/S Nepro Pipe<br>(or approved equivalent)                                     |
| 14    | Bronze/ Brass/ CI/ DI Valves          | i M/S Kitz<br>ii M/S Scon<br>(or approved equivalent)                                                                                                 |

| S.NO.                 | ITEM                                                                             | MANUFACTURER                                                                                                 |
|-----------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| 15                    | Cast iron Pipes/traps/Covers/Gratings                                            | i M/S JAWS<br>ii M/S Sandan Engg. Pvt. Ltd (Teepu)<br>iii M/S Super Alpine<br>(or approved equivalent)       |
| 16                    | Fire Equipment                                                                   | i M/S Naffco<br>ii M/S Sffeco<br>iii M/S Lifeco<br>or approved equivalent                                    |
| 17                    | Water Transfer & Drainage Pumping Machinery                                      | i M/S KSB<br>ii M/S Grundfos<br>or approved equivalent                                                       |
| 18                    | Hangers & Supports                                                               | i M/S Fischer.<br>ii M/S Hilti.<br>iii M/S Sikla<br>or approved equivalent                                   |
| <b>(c) ELECTRICAL</b> |                                                                                  |                                                                                                              |
| 1                     | DISTRIBUTION BOARDS AND MAIN AND SUB MAIN PANEL BOARDS AND SUB MAIN PANEL BOARDS | i POWER TECH SWITCH GEAR<br>ii SWITCH GEAR SOLUTION LHR<br>iii SUNTECH<br>iv NIBS ENGINEERING<br>v ELECTRICH |
| 2                     | CABLES AND WIRES                                                                 | i PAKISTAN CABLES<br>ii NEWAGE CABLES<br>iii FAST CABLES<br>iv GM CABLES                                     |
| 3                     | MCCBS AND MCBS ELCBS                                                             | i SCHNEIDER<br>ii ABB<br>iii TERASAIKI                                                                       |
| 4                     | Wiring accessories (SWITCHES, SOCKETS)                                           | i Schneider<br>ii Legrand<br>iii Philips<br>iv ABB                                                           |
| 5                     | LIGHT FIXTURES                                                                   | i PHILIPS(SIGNIFY)<br>ii OSRAM<br>iii SUNLIGHT<br>iv Britlight<br>v COARTS                                   |
| 6                     | DATA NETWORKING SYSTEM (PASSIVE COMPONENTS)                                      | i 3M (Corning)<br>ii Schneider                                                                               |
| 7                     | DATA NETWORKING SYSTEM (ACTIVE COMPONENTS)                                       | i Cisco<br>ii H3C                                                                                            |

| S.NO. | ITEM                                                                   | MANUFACTURER                                                                                                                                                                   |
|-------|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       |                                                                        | iii Huawei                                                                                                                                                                     |
| 8     | PVC CONDUITS, PIPES, DUCTS & ACCESSORIES                               | i SHAVYL<br>ii DADEX<br>iii ADAMJEE DURABUILT<br>iv BETA                                                                                                                       |
| 9     | LIGHTNING PROTECTION                                                   | i LOCAL BRAND BEST QUALITY AS APPROVED BY THE ENGINEER                                                                                                                         |
| 10    | LOW VOLTAGE DG SET (CBU)<br>Foreign Couple Genset With Imported Canopy | i ALLIED ENGINEERING (CATERPILAR)<br>ii S.M.JAFFER (FG WILSON / TEKSEN)<br>iii ORIENT ENERGY (CUMINS POWER GENERATION)<br>iv ENERGY SOLUTIONS PVT LTD. (AKSA POWER GENERATION) |
| 11    | CABLE TRAY                                                             | i JEI<br>ii ERCON<br>iii Bilal Switch Gear<br>iv LINE MAN                                                                                                                      |
| 12    | FANS                                                                   | i LAHORE FANS<br>ii GFC FANS<br>iii PAK FANS                                                                                                                                   |
| 13    | CCTV                                                                   | i DAHWA<br>ii HIK VISION                                                                                                                                                       |
| 14    | PUBLIC ADDRESS SYSTEM                                                  | i BOSCH<br>ii TOA                                                                                                                                                              |

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **EVALUATION CRITERIA**

### EVALUATION CRITERIA

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

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

#### A. Mandatory Requirements:

- Valid registration with PEC in C-3 & above, having CE-01, CE-09, CE-10, EE-02, EE-04, EE-06, EE-07, ME-01 & ME-02 as codes of specialization.
- An affidavit on non-judicial stamp paper of Rs. 100/- duly notarized, to the effect of not being debarred / blacklisted by any organization / department, prepared within the current month of submission of Bids
- Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder. In case, the firm is involved in any litigation, the details/updated status shall be provided. Any firm involved in litigation and in case majority of decisions went against that firm or if the firm is blacklisted by any Govt./Semi- Govt./Autonomous body, shall be disqualified. In case, the firm has never been involved in litigation, an affidavit to such effect should be provided.
- Security Clearance of firm from AIG General ICT Police.
- Registration with income tax department (Valid NTN).
- Registration with Sales Tax Department (GST/PST).
- On Active Tax Payer's List at the time of submission of Bid.

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

#### B. Detailed Requirements:

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

| Sr. No.                                                                                                        | Category               | Weightage / Marks | Passing Marks (50%) |
|----------------------------------------------------------------------------------------------------------------|------------------------|-------------------|---------------------|
| 1.                                                                                                             | Experience Record      | 40                | 20                  |
| 2.                                                                                                             | Personnel Capabilities | 15                | 7.5                 |
| 3.                                                                                                             | Equipment Capabilities | 15                | 7.5                 |
| 4.                                                                                                             | Financial Soundness:   | 30                | 15                  |
| <b>Note: Bidders are required to obtain 50% marks in each category and overall 70 marks for qualification.</b> |                        |                   |                     |

##### B.1. Experience:

Points for experience will be given on the basis of the following criteria:

| Sr. No. | Sub-Category                                                                                             | Maximum Marks | Marks Allocation                                                                                                                                                                                                                                                   |
|---------|----------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a)      | Experience as constructor in execution of Building Works Projects completed during last five (05) years. | 24            | <ul style="list-style-type: none"> <li>12 marks will be awarded for each completed project having cost <math>\geq</math> 600M up to maximum of 24 marks.</li> <li>08 marks will be awarded for each completed project having cost from 500M to 599.9M .</li> </ul> |

| Sr. No. | Sub-Category                                                           | Maximum Marks | Marks Allocation                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------|------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                                                                        |               | <ul style="list-style-type: none"> <li>• 06 marks will be awarded for each completed project having cost from 400M to 499.9M .</li> <li>• No marks will be awarded for project having cost &lt; Rs. 400M.</li> </ul>                                                                                                                                                                                                                |
| b)      | Experience as constructor for ongoing/in-hand Building Works Projects. | 16            | <ul style="list-style-type: none"> <li>• 08 marks will be awarded for each in-hand project having cost <math>\geq</math> 600M up to maximum of 16 marks.</li> <li>• 06 marks will be awarded for each in-hand project having cost from 500M to 599.9M .</li> <li>• 04 marks will be awarded for each in-hand project having cost from 400M to 499.9M .</li> <li>• No marks will be awarded for having cost &lt; Rs. 400M</li> </ul> |
|         | <b>Total Marks Allocated</b>                                           | <b>40</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                     |

**Note:**

- The applicants must provide Work Order, Contract Agreement, and Taking Over/Completion Certificate (if project is completed), project location, contact details of the Employer. No marks will be given to the projects for which above documents are not provided.
- Applicant shall provide complete information of the projects including scope of Constructor and cost of works etc.

**B.2. Personnel Capabilities:**

| Designation                                                                            | Maximum Marks | Marks Allocation                                                                                                                                   |
|----------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Manager<br>(B.Sc. Civil Engineer registered with Pakistan Engineering Council) | 4             | <ul style="list-style-type: none"> <li>• 4 marks will be awarded for B.Sc. Civil Engineer having at least 25 years relevant experience.</li> </ul> |
| Site Engineer<br>(B.Sc. Civil Engineer registered with Pakistan Engineering Council)   | 3             | <ul style="list-style-type: none"> <li>• 3 marks will be awarded for B.Sc. Civil Engineer having at least 15 years relevant experience.</li> </ul> |

| Designation                           | Maximum Marks | Marks Allocation                                                                                                         |
|---------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------|
| Associate Engineer B-Tech / DAE Civil | 2.5           | • 2.5 marks will be awarded for each Site Inspector having B-Tech / DAE Civil and at least 10 years relevant experience. |
| Associate Engineer B-Tech / DAE (E/M) | 2.5           | • 2.5 marks will be awarded for Site Inspector having B-Tech / DAE (E/M) and at least 10 years relevant experience.      |
| Quantity Surveyor B-Tech / DAE Civil  | 2             | • 2 marks will be awarded for Quantity Surveyor having B-Tech / DAE Civil and at least 10 years relevant experience.     |
| Surveyor Survey Certificate           | 1             | • 1 mark will be awarded for each Surveyor having certificate and at least 10 years relevant experience .                |
| <b>Total Marks</b>                    | <b>15</b>     |                                                                                                                          |

**Note:**

- The applicant must provide verifiable proof of employment (i.e. appointment letter) of the staff and attach detailed CVs & valid PEC Registration Certificates / Diploma / Certificates of the Engineer, DAEs staff.
- The applicant must also provide an affidavit regarding the availability of nominated staff.

**B.3. Equipment Capabilities**

| Sr. No | Equipment                                                | Minimum Required            | Maximum Marks |
|--------|----------------------------------------------------------|-----------------------------|---------------|
| 1.     | Ready mix concrete Batching Plant (75 cubic meter/ hour) | 3 No.                       | 3             |
| 2.     | Concrete Pump (capacity 1 cubic meter)                   | 1 No.                       | 1             |
| 3.     | Ready mix Transit Mixer (capacity 6 cubic meter)         | 5 No.                       | 3             |
| 4.     | Mobile Crane (150 Tones)                                 | 1 No.                       | 1             |
| 5.     | Excavator                                                | Chain 2 No.<br>Tyre: 2 No.) | 2             |
| 6.     | Dewatering Pump (3HP)                                    | 1 No.                       | 1             |
| 7.     | Scaffolding                                              | 100,000 Rft                 | 1             |
| 8.     | Shuttering                                               | 100,000 Sft                 | 1             |
| 9.     | Tractor Trolley                                          | 3 Nos.                      | 0.5           |
| 10.    | Steel Cutting / Bending Machine                          | 2 Nos.                      | 0.5           |
| 11.    | Generator Set (100 KVA)                                  | 2 Nos.                      | 0.5           |
| 12.    | Total Station                                            | 1 Nos.                      | 0.5           |
|        | <b>Total Marks Allocated</b>                             |                             | <b>15</b>     |

**Note:**

- i. Proportionate marks will be awarded if minimum number of corresponding equipment is less than minimum required.
- ii. Applicant must provide an undertaking to the effect that the aforementioned equipment is available with the firm and will be made available, as and when required, for the Project.

**B.4. Financial Capabilities**

The Bidder shall submit copies of annual audit reports for the last three years duly certified by the Chartered Accounts, Bank Line of credit and must indicate the soundness of the Applicants financial position.

The minimum annual turnover during any of the last three (03) years shall be as under:

| Annual Turn Over               |                                    | Marks     |
|--------------------------------|------------------------------------|-----------|
| i.                             | Rs. 500 million to Rs. 600 million | 7.5       |
| ii.                            | Above Rs. 600 million              | 15        |
| <b>Maximum Marks Allocated</b> |                                    | <b>15</b> |

The minimum amount of liquid assets (for the Fy 2024-2025), and Bank Line of Credit (specific in the name of this project), net of other construction commitments shall be as under:

| Liquid Assets / Bank Line of Credit |                                    | Marks     |
|-------------------------------------|------------------------------------|-----------|
| i.                                  | Rs. 100 million to Rs. 200 million | 7.5       |
| ii.                                 | Above Rs. 200 million              | 15        |
| <b>Maximum Marks Allocated</b>      |                                    | <b>15</b> |

**Note:**

- i. Firm / Company must have QCR rated Annual Audit Reports for last three years from Audit Firms registered with Institute of Chartered Accountant Pakistan (ICAP).

Authorized Signature and official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **FORMS**

- **BID SECURITY**
- **PERFORMANCE SECURITY**
- **LETTER OF ACCEPTANCE**
- **CONTRACT AGREEMENT**
- **DAB AGREEMENT**
- **MOBILIZATION ADVANCE GUARANTEE**

## **FORMS**

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**FORM OF BID SECURITY**

Security Executed on \_\_\_\_\_  
(Date)

Expiry on \_\_\_\_\_  
(Date)

Name of Surety with Address: \_\_\_\_\_

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security PKR \_\_\_\_\_ (Pak Rupees \_\_\_\_\_)

Bid Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

(hereinafter called the '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 \_\_\_\_\_  
(Particulars of Bid) to the said Employer; and

- (1) WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under: that the Bid Security shall remain in force for a period fourteen (14) days beyond the Bid Validity date i.e., upto \_\_\_\_\_.
- (2) that the Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder request for the return of its Bid Security, or on the expiry of original validity of Bid Security or as extended, whichever is earlier;
- (3) that the Bid Security of the lowest three Bidders comprising the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security; and
- (4) that in the event of failure of the successful Bidder to furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to IB.16 and IB.35 of the Instructions 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 decide, 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  
(Schedule Bank)

WITNESS:

Signature \_\_\_\_\_

1. \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

Title \_\_\_\_\_

Corporate Guarantor (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

**FORM OF PERFORMANCE SECURITY**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor with address: \_\_\_\_\_

\_\_\_\_\_

Name of Principal (Contractor) with address: \_\_\_\_\_

\_\_\_\_\_

Penal Sum of Security (*express in words and figures*) \_\_\_\_\_

\_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the

\_\_\_\_\_ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_

\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_

\_\_\_\_\_ (Name of Project).

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

WITNESS:

Signature \_\_\_\_\_

1. \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

### Letter of Acceptance

*[Letterhead paper of the Employer]*

NAME OF CONTRACT: \_\_\_\_\_ CONTRACT

NUMBER: \_\_\_\_\_

TO : \_\_\_\_\_

Date: \_\_\_\_\_

Your Reference: \_\_\_\_\_

Our Reference: \_\_\_\_\_ for the execution and

We thank you for your Bid dated \_\_\_\_\_  
completion of the Works comprising the above-named Contract and remedying of defects therein, all in  
conformity with the terms and conditions contained in the Contract.

We have pleasure in accepting your Bid for the Accepted Contract Amount of:

\_\_\_\_\_  
[currency and amount in figures]

\_\_\_\_\_  
[currency and amount in words]

In consideration of you properly and truly performing the Contract, we agree to pay you the Accepted  
Contract Amount or such other sums to which you may become entitled under the terms of the  
Contract, at such times and as prescribed by the Contract.

We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we  
undertake to fulfil all our obligations and duties in accordance with the terms of this Contract.

Signature: \_\_\_\_\_

Signed by: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ between \_\_\_\_\_ (hereinafter called the "Employer") of the one part and \_\_\_\_\_ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnessed 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, in the order of priority, after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement:
  - a) This Contract Agreement;
  - b) The Letter of Acceptance;
  - c) The Letter of Bid;
  - d) The Particular Conditions Part A - Contract Data;
  - e) The Particular Conditions Part B - Special Provisions;
  - f) The General Conditions;
  - g) The Specifications Part A - Specific Provisions;
  - h) The Specifications Part B - Technical Provisions;
  - i) The Drawings;
  - j) The Completed Schedules to Bid including Schedule of Prices;
  - k) the JV Undertaking (if the Contractor is a JV); and
  - l) *[Employer to insert any other documents forming part of the Contract]*

The addenda/corrigenda, if any, (Excluding part relating to Instructions to Bidders along with Bidding Data) shall be deemed to have been incorporated at the appropriate places in the "Documents forming the Contract".

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sumas 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 Contactor

Signature of Employer

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name, Title and Address)

\_\_\_\_\_  
(Name, Title and Address)

**DAB AGREEMENT**

[for a one-person DAB]

Name and details of Contract \_\_\_\_\_  
 Name and address of Employer \_\_\_\_\_  
 Name and address of Contractor \_\_\_\_\_  
 Name and address of Member \_\_\_\_\_

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as sole adjudicator who is also called the "DAB" to adjudicate a dispute which has arisen in relation to \_\_\_\_\_ \*

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Plant and Design-Build" First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. [ *Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any.*]
3. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid a daily fee of \_\_\_\_\_ per day.
4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to act as the DAB (as adjudicator) in accordance with this Dispute Adjudication Agreement.
5. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
6. This Dispute Adjudication Agreement shall be governed by the law of \_\_\_\_\_

SIGNED by: \_\_\_\_\_ SIGNED by: \_\_\_\_\_ SIGNED by: \_\_\_\_\_

for and on behalf of the Employer  
in the presence of

for and on behalf of the Contractor  
in the presence of

the Member in the presence of

Witness: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Date: \_\_\_\_\_

[\*A brief description or name of dispute to be added.]

[for each member of a three-person DAB]

Name and details of Contract \_\_\_\_\_  
 Name and address of Employer \_\_\_\_\_  
 Name and address of Contractor \_\_\_\_\_  
 Name and address of Member \_\_\_\_\_

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the "DAB" [*and desire the Member to act as chairman of the DAB*] to adjudicate a dispute which has arisen in relation to \_\_\_\_\_  
 \*

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Plant and Design-Build" First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. [*Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any*]
3. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid a daily fee of \_\_\_\_\_ per day.
4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.
5. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
6. This Dispute Adjudication Agreement shall be governed by the law of \_\_\_\_\_

SIGNED by: \_\_\_\_\_ SIGNED by: \_\_\_\_\_ SIGNED by: \_\_\_\_\_

for and on behalf of the Employer in the presence of \_\_\_\_\_ for and on behalf of the Contractor in the presence of \_\_\_\_\_ the Member in the presence of \_\_\_\_\_

|                |                |                |
|----------------|----------------|----------------|
| Witness: _____ | Witness: _____ | Witness _____  |
| Name: _____    | Name: _____    | Name: _____    |
| Address: _____ | Address: _____ | Address: _____ |
| Date: _____    | Date: _____    | Date: _____    |

[\*A brief description or name of dispute to be added.]

**FORM OF MOBILIZATION ADVANCE GUARANTEE/ BOND**

Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter called the 'Employer')

has entered into a Contract for \_\_\_\_\_

(Particulars of Contract)

with \_\_\_\_\_ (hereinafter called the "Contractor").

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

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

AND WHEREAS, \_\_\_\_\_

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

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

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

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

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of PKR \_\_\_\_\_ (Pak Rupees \_\_\_\_\_).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor

agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

Guarantor  
(Scheduled Bank/ Insurance Company)

WITNESS:

1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_  
\_\_\_\_\_  
Name, Title & Address

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_  
Corporate Guarantor (Seal)

# **GENERAL CONDITIONS**

## **CONDITIONS OF CONTRACT**

The Conditions of Contract comprise two parts:

- (a) General Conditions
- (b) Particular Conditions

### **General Conditions**

These Conditions are the “General Conditions” which form part of the “FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red book, Reprinted 2022 with amendments)” published by:

International Federation of Consulting Engineers  
(Fédération Internationale des Ingénieurs – Conseils) – (FIDIC)  
World Trade Center II - Geneva Airport  
P. O. Box 311  
CH-1215 Geneva 15  
Switzerland  
Email: [fidic@fidic.org](mailto:fidic@fidic.org), [fidic.pub@fidic.org](mailto:fidic.pub@fidic.org)  
Website: <https://fidic.org/bookshop>

The successful Bidder after award of Works shall have to provide two (02) copies of above said “General Conditions” for incorporation in the Contract.

# **PARTICULAR CONDITIONS OF CONTRACT**

**PART-A: CONTRACT DATA**  
**PART-B: SPECIAL PROVISIONS**

## Particular Conditions

The Particular Conditions (PC) complement the General Conditions (GC) to specify dates, contractual requirements, and special circumstances related to the Works. The PC consists of two parts, Part A - Contract Data and Part B - Special Provisions. The provisions to be found in the Special Provisions (Particular Conditions - Part B) take precedence over the equivalent provisions found under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Contract Data (Particular Conditions - Part A) take precedence over the Special Provisions (Particular Conditions - Part B).

### Part A - Contract Data

| Sub-Clause | Data to be Given                           | Data                                                                                                                                       |
|------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.27     | Defects Notification Period (DNP):         | 365 days                                                                                                                                   |
| 1.1.31     | Employer's name and address:               | <b>Director Admin</b><br>National Police Foundation (NPF),<br>NPF Head Office, Mauve Area,<br>G-10, Islamabad<br>Ph: 051-2350100           |
| 1.1.35     | Engineer's name and address:               | National Engineering Services Pakistan (Pvt.) Limited (NESPAK)<br>NESPAK House, G-5/2, Islamabad<br>Ph: 051-9221910-13<br>Fax: 051-9221914 |
| 1.1.73     | Sections:                                  | None                                                                                                                                       |
| 1.1.84     | Time for Completion:                       | 180 days for whole of the Works                                                                                                            |
| 1.3(a)(ii) | agreed methods of electronic transmission: | Not Used                                                                                                                                   |
| 1.3(d)     | address of Employer for communications:    | <b>Director Admin</b><br>National Police Foundation (NPF),<br>NPF Head Office, Mauve Area,<br>G-10, Islamabad<br>Ph: 051-2350100           |
|            | address of Engineer for communications:    | NESPAK House, G-5/2<br>Islamabad<br>Ph: 051-9221910-13<br>Fax: 051-9221914                                                                 |
|            | address of Contractor for communications:  | To be inserted at the time of signing of the Contract                                                                                      |

| Sub-Clause  | Data to be Given                                                                                                           | Data                                                                                                                                                                                                 |
|-------------|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.4         | Contract shall be governed by the law of:                                                                                  | Islamic Republic of Pakistan                                                                                                                                                                         |
|             | ruling language:                                                                                                           | English                                                                                                                                                                                              |
|             | language for communications:                                                                                               | English                                                                                                                                                                                              |
| 1.8         | number of additional paper copies of Contractor's Documents:                                                               | Three (03)                                                                                                                                                                                           |
| 2.1         | after receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within: | Within 14 days of Signing of Contract Agreement.                                                                                                                                                     |
| 2.4         | Employer's financial arrangements                                                                                          | The Employer has sufficient funds of its own to cover the Cost of the entire Project.                                                                                                                |
| 3.2 (e)(ii) | Engineer's Duties and Authority                                                                                            | Variation resulting in an increase of the Accepted Contract Amount in excess of one percent (1%) subject to accumulative Variations not exceeding five percent (5%) of the Accepted Contract Amount. |
| 4.2         | Performance Security (as percentage of the Accepted Contract Amount in Currencies)<br>percent:<br>currency:                | Ten percent (10%) of the Accepted Contract Amount<br>Pakistani Rupees (PKR)                                                                                                                          |
| 4.2.1       | List of Insurance Companies                                                                                                | N.A                                                                                                                                                                                                  |
| 4.7.2       | period for notification of errors in the items of reference                                                                | seven (07) days                                                                                                                                                                                      |
| 4.19        | period of payment for temporary utilities                                                                                  | Each month                                                                                                                                                                                           |
| 4.20        | number of additional paper copies of progress reports                                                                      | Three (03)                                                                                                                                                                                           |

| Sub-Clause     | Data to be Given                                                                                            | Data                                                                                                                                                                                                                                                                                                                                                     |
|----------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.1(a)         | maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount) | thirty percent (30%)                                                                                                                                                                                                                                                                                                                                     |
| 5.1(b)         | parts of the Works for which subcontracting is not permitted                                                | None                                                                                                                                                                                                                                                                                                                                                     |
| 6.5            | Normal working hours on the Site                                                                            | Eight (08) hours                                                                                                                                                                                                                                                                                                                                         |
| 6.15           | Supply of Water                                                                                             | Contractor will arrange water at its own however, rupees @ 0.5% of work done will be deducted from IPCs.                                                                                                                                                                                                                                                 |
| 8.3            | number of additional paper copies of programmes                                                             | Three (03)                                                                                                                                                                                                                                                                                                                                               |
| 8.8 & 14.15(b) | Delay Damages payable for each day of delay                                                                 | 0.17% of the Accepted Contract Amount for delay in completion of whole of the Works                                                                                                                                                                                                                                                                      |
| 8.8            | maximum amount of Delay Damages                                                                             | Ten percent (10%) of the Accepted Contract Amount                                                                                                                                                                                                                                                                                                        |
| 8.14           | Applicability of Incentives for Early Completion                                                            | Not Applicable                                                                                                                                                                                                                                                                                                                                           |
| 12.3           | Percentage profit                                                                                           | Ten percent (10%)                                                                                                                                                                                                                                                                                                                                        |
| 13.4.(b) (ii)  | percentage rate to be applied to Provisional Sums for overhead charges and profit                           | Twenty five percent (25%)                                                                                                                                                                                                                                                                                                                                |
| 14.2           | total Advance Payment                                                                                       | Ten percent (10%) of the Accepted Contract Amount excluding Provisional Sums payable in the currencies and proportions in which the Accepted Contract Amount is payable                                                                                                                                                                                  |
| 14.2.1         | List of Insurance Companies                                                                                 | Not Applicable                                                                                                                                                                                                                                                                                                                                           |
| 14.2.3         | percentage deductions for the repayment of the Advance Payment                                              | Deduction shall be made at the amortization rate of 15% of the value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 1 <sup>st</sup> IPC against work done provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount less Provisional |

| Sub-Clause     | Data to be Given                                                                                                    | Data                                                                                                                                                                       |
|----------------|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                |                                                                                                                     | Sums has been certified for payment. It may be more than 15% in the last instalment to ensure full repayment.                                                              |
| 14.3           | period of payment                                                                                                   | one month                                                                                                                                                                  |
| 14.3(b)        | number of additional paper copies of Statements                                                                     | Six (06)                                                                                                                                                                   |
| 14.3 (iii)     | percentage of retention                                                                                             | Seven percent (7%)                                                                                                                                                         |
| 14.3 (iii)     | limit of Retention Money (as a percentage of the Contract Price)                                                    | Five percent (5%)                                                                                                                                                          |
| 14.5(b)<br>(i) | Plant and Materials for payment when shipped                                                                        | Not Applicable                                                                                                                                                             |
| 14.5(c)(i)     | Plant and Materials for payment when delivered to the Site                                                          | Plant and Non-Perishable Materials<br>i) Tiles<br>ii) Sanitary Fixtures<br>iii) Lights<br>iv) Ceiling Material<br>v) Doors<br>vi) Electric wires<br>vii) Aluminium windows |
| 14.6.2         | minimum amount of Interim Payment Certificate (IPC)                                                                 | Rupees twenty Million (Rs. 20 million)                                                                                                                                     |
| 14.7(a)        | period of payment of Advance Payment to the Contractor                                                              | 14 days                                                                                                                                                                    |
| 14.7b(i)       | period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [ <i>Interim Payment</i> ] | 28 days                                                                                                                                                                    |
| 14.7b(ii)      | period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [ <i>Final Payment</i> ]  | 28 days                                                                                                                                                                    |
| 14.7(c)        | period for the Employer to make final payment to the Contractor                                                     | 56 days                                                                                                                                                                    |
| 14.8           | financing charges for delayed payment                                                                               | Nil                                                                                                                                                                        |

| Sub-Clause  | Data to be Given                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Data                                                                                                                        |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 14.11.1 (b) | number of additional paper copies of draft Final Statements                                                                                                                                                                                                                                                                                                                                                                                                       | Six (06)                                                                                                                    |
| 14.15       | currencies of payment of Contract Price                                                                                                                                                                                                                                                                                                                                                                                                                           | Pakistani Rupees (PKR)                                                                                                      |
| 14.15(a)(i) | Proportions or amounts of Local and Foreign currencies                                                                                                                                                                                                                                                                                                                                                                                                            | Local Currency: 100%<br>Foreign Currency: Nil                                                                               |
| 14.15(c)    | currencies and proportions for payment of Delay Damages                                                                                                                                                                                                                                                                                                                                                                                                           | Currency: PKR.<br>Proportion: 100%                                                                                          |
| 14.15(f)    | rates of exchange                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Nil                                                                                                                         |
| 17.2(d)     | forces of nature, the risks of which are allocated to the Contractor                                                                                                                                                                                                                                                                                                                                                                                              | Nil                                                                                                                         |
| 19.1        | permitted deductible limits:<br>i) insurance required for the Works<br>ii) insurance required for Goods<br>iii) insurance required for liability for breach of professional duty<br>iv) insurance required against liability for fitness for purpose (if any is required)<br>v) insurance required for injury to persons and damage to property<br>vi) insurance required for injury to employees<br>vii) other insurances required by Laws and by local practice | i) Ten percent (10%) of loss amount on each & every loss<br>ii) Nil<br>iii) Nil<br>iv) Nil<br>v) Nil<br>vi) Nil<br>vii) Nil |
| 19.1        | Periods for submission of insurance:<br>a) evidence of insurance<br>b) relevant policies                                                                                                                                                                                                                                                                                                                                                                          | Not later than the Commencement Date<br>Within twenty-eight (28) days from the Commencement Date                            |

| Sub-Clause | Data to be Given                                                                     | Data                                                                                                                                                                                            |
|------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19.2.1(b)  | additional amount to be insured (as a percentage of the replacement value)           | 15% of the replacement value<br>(Accepted Contract Amount)                                                                                                                                      |
| 19.2.2     | extent of insurance required for Goods<br><br>amount of insurance required for Goods | From Ex-Works (i.e., works, factory, warehouse, etc.) to delivery at the Site.<br><br>Full replacement value                                                                                    |
| 19.2.3(a)  | amount of insurance required for liability for breach of professional duty           | Full replacement value of the Works to be designed by the Contractor                                                                                                                            |
| 19.2.3(b)  | insurance required against liability for fitness for purpose                         | Yes                                                                                                                                                                                             |
| 19.2.3     | period of insurance required for liability for breach of professional duty           | Until the date of issuance of Performance Certificate                                                                                                                                           |
| 19.2.4     | amount of insurance required for injury to persons and damage to property            | Injury to person and Fatal case: In accordance with Workmen Compensation Act<br><br>Damage to Property: Rupees one million (Rs. 1,000,000) per occurrence with number of occurrences unlimited. |
| 19.2.6     | other insurances required by Laws and by local practice                              | All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan.                                                     |
| 21.1       | time for appointment of the DAB                                                      | As and when required (Ad-hoc DAB)                                                                                                                                                               |
| 21.1       | the DAB shall comprise                                                               | Sole Member                                                                                                                                                                                     |

| Sub-Clause | Data to be Given                                                                           | Data                                                                                                                                                                                           |
|------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 21.1       | List of proposed DAB Members<br><br>- proposed by Employer<br><br>- proposed by Contractor | <i>[to be inserted at the time of signing of the Contract].</i><br><br>one sole member to be appointed with mutual consent of both parties                                                     |
| 21.2       | Appointing entity (official) for DAB members                                               | Chairman Pakistan Engineering Council (PEC) from the list of PEC approved arbitrators published at its website                                                                                 |
| 21.6       | Rules of Arbitration                                                                       | PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive.<br><br>The place of Arbitration shall be in the Employer's country: <b>Islamabad</b> |

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## PARTICULAR CONDITIONS

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|     |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 | Definitions           | <p><u>1.1.22 “DAAB or Dispute Avoidance / Adjudication Board”</u><br/>Delete the text of 1.1.22 and replace with the following:</p> <p>“ <b>Dispute Adjudication Board</b>” or “<b>DAB</b>” means the person so named in the Contract, or appointed under Clause 21”</p> <p><u>1.1.23 “DAAB Agreement”</u><br/>Delete the text of 1.1.23 and replace with the following:</p> <p><b>“DAB Agreement”</b> means the Agreement signed or deemed to have been signed by both parties and the sole member of the DAB in accordance with Sub-Clause 21.1. [Constitution of DAB] or Sub-Clause 21.2 [Failure to Appoint DAB Member(s)], incorporating by reference the General Conditions of DAB Agreement contained in the Appendix of these General Conditions with such amendments as are agreed.</p> <p><u>1.1.76 “Specification”</u><br/>Following is added at the end:<br/>“and consists of two parts i.e.,<br/>i) “Part A - Specific Provisions”; and<br/>ii) “Part B - Specifications<br/>• Technical Provisions”.”</p> <p>Following definitions are added:<br/><u>1.89 “Milestone”</u><br/><b>“Milestone”</b> means a part of the Plant and/or a part of the Works stated in the Contract Data (if any), and described in detail in the Specification as a Milestone, which is to be completed by the time for completion stated in Sub-Clause 4.24 [Milestones] but is not to be taken over by the Employer after completion.</p> <p><u>1.90 “Milestone Certificate”</u><br/><b>“Milestone Certificate”</b> means the certificate issued by the Engineer under Sub-Clause 4.24 [Milestones].”</p> |
| 1.2 | Interpretation        | <p>“and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).</p> <p>Sub-paragraph (k) is added:<br/>“(k) The word “tender” is synonymous with “bid” the word tenderer with “bidder”, the words “tender documents” with “bidding documents” and “Schedule of Prices” with “Bill of Quantities”, as applicable.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.5 | Priority of Documents | <p>The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:<br/>(a) the Contract Agreement;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

- (b) the Letter of Acceptance;
- (c) The completed Letters of Technical & Price Bid;
- (d) the Particular Conditions Part A - Contract Data;
- (e) the Particular Conditions Part B - Special Provisions;
- (f) the General Conditions;
- (g) the Specification Part A - Specific Provisions;
- (h) the completed Schedules to Bid (except Schedule-B to Bid)
- (i) Bill of Quantities (Appendix-D to Bid)
- (j) Drawings
- (k) The Specification Part B - Technical Provisions
- (l) any other documents forming part of the Contract.

The addenda/ corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

#### **1.6 Contract Agreement**

Delete the text and substitute with the following:

The Parties shall sign a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor. The Contractor shall prepare six (6) copies of the Contract Document (including all the volumes / documents listed in the Contract Agreement) along-with copies of all the bonds/Guarantees/Sureties, at his cost and shall submit the same to the Employer”.

#### **3.1 The Engineer**

In sub-paragraph (a) the text “as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “professional engineer”

#### **3.2 Engineer’s Duties and Authority**

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [*Subcontractors*]
- (b) Any action under Sub-Clauses 8.9 [*Employer’s Suspension*] and 8.12 [*Prolonged Suspension*]
- (c) Issuance of “Taking Over Certificate” under Sub-Clause 10.1 [*Taking Over the Works and Sections*].
- (d) Issuing the “Performance Certificate” under Sub-Clause 11.9 [*Performance Certificate*].
- (e) Sub-Clause 13.1 [*Right to Vary*]: instructing a Variation, except;
  - (i) in an emergency situation as determined by the Engineer, or
  - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.

- (f) Sub-Clause 13.3 [*Variation Procedure*]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [*Variation by Request for Proposal*] or 13.2 [*Value Engineering*].
- (g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [*Release of Retention Money*].
- (h) Issuing Final Payment Certificate under Sub-Clause 14.13 [*Issue of FPC*].
- (i) Any Change in the payment thereof under Clause 13.6 [*Adjustment for Changes in Law*].
- (j) Extra payment as a result of Contractor's claims under Clause 20 [*Employer's and Contractor's Claim*].

Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [*Agreement or Determination*], as stated in Sub-Clause 3.2 [*Engineer's Duties and Authority*] of the General Conditions.

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

Following is added after the words "the Employer's consent is required" in 4<sup>th</sup> paragraph:

"stating that the Employer's consent has been obtained for that specified authority".

## 4.2 Performance Security

### 4.2.1 Contractor's Obligations

The entity issuing the Performance Security and its form shall be as under:

The Performance Security shall be, issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan.

Following paragraph is added at the end of this Sub-Clause:

"The amount of Performance Security shall be reduced to 50% following issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of Conditions of Contract."

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

|      |                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| 4.3  | <b>Contractor's Representative</b>   | <p>In second paragraph the text “professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “qualified, experienced”.</p> <p>In the 3<sup>rd</sup> paragraph the words “28 days” are substituted by “14 days”. In 2<sup>nd</sup> line of 4<sup>th</sup> paragraph the text “or appoint a replacement” is substituted by “except appointment of a suitable temporary replacement is deployed at the Site”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4.4  | <b>Contractor's Documents</b>        | <p><u>4.4.2 As-Built Records</u></p> <p>First paragraph is deleted and the text in the last paragraph is substituted with the following:</p> <p>“The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works as built. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings.</p> <p>The price of such Drawings shall be deemed to be included in the Contract Price.”</p> <p>Following Sub-Clause is added:</p> <p><u>4.4.4 Shop Drawings</u></p> <p>The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.</p> <p>Review and approval by the Engineer shall not exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.</p> |
| 4.8  | <b>Health and Safety Obligations</b> | <p>The following text is added at the end of this Sub-Clause:</p> <p>In the event of work being carried out outside the normal working hours and in the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4.20 | <b>Progress Reports</b>              | <p>At the end of sub-paragraph (g) the word “and” is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with “;”, and the following new sub-paragraphs are added as:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

- i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing;
- j) monthly summary of daily job record indicating weather conditions, deployment of Contractor's Equipment, labour employment, local material procurement and material import, if any; and
- k) salient contractual and project information

Following Sub-Clause 4.24 is added:

#### **4.24 Milestones**

The Contractor shall complete the works of each Milestone (including all work which is stated in the Specification as being required for the Milestone to be considered complete) within the time for completion of the Milestone, as stated in the Contract Data, calculated from the Commencement Date. The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 [Programme], the time for completion for each Milestone.

Sub-paragraph (d) of Sub-Clause 8.4 [Advance Warning] and Sub-Clause 8.5 [Extension of Time for Completion] shall apply to each Milestone, such that "Time for Completion" under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.

The Contractor may apply, by Notice to the Engineer, for a Milestone Certificate not earlier than 14 days before the works of a Milestone will, in the Contractor's opinion, be complete. The Engineer shall, within 28 days after receiving the Contractor's Notice:

- (a) issue the Milestone Certificate to the Contractor, stating the date on which the works of the Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or
- (b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued.

The Contractor shall then complete the work referred to in sub-paragraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause.

If the Engineer fails either to issue the Milestone Certificate or to reject the Contractor's application within the above period of 28 days, and if the works of a Milestone are complete in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor's Notice of application.

If Delay Damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of

the Milestone (with any extension under this Sub-Clause):

- (i) the Contractor shall, subject to Sub-Clause 20.1 [Claims], pay Delay Damages to the Employer for this default,
- (ii) such Delay Damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate;
- (iii) these Delay Damages shall be the only damages due from the Contractor for such default; and
- (iv) the total amount of Delay Damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor's liability for Delay Damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor)."

## **5.1 Subcontractors**

Add the following text at the end of paragraph (ii):

"under Schedule to Bid"

The following is added at the end of the last paragraph of Sub- Clause 5.1:

"All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub- Clause 15.2.3 [*After Termination*].

The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for subcontracts for the Works, and endeavour to employ such contractors as Subcontractors."

## **5.2 Nominated Subcontractors**

### 5.2.2 Objection to Nomination

In sub-paragraph (c), "and" is deleted from the end of (i); "." at the end of (ii) is replaced with: ", and".

The following is then added as (iii):

"(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [*Payment to nominated Subcontractors*]."

## **6.1 Engagement of Staff and Labour**

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

"The Contractor shall, to the extent practicable and reasonable, employ staff (not less than 50%) and labour (not less than 85%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan."

## **6.7 Health and Safety of**

The existing text is substituted with the following:

|             |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|             | <b>Personnel</b>                    | <p>“In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.”</p>                                                           |
| <b>6.8</b>  | <b>Contractor's Superintendence</b> | <p>Insert at the end of sub-paragraph (a) of this Sub-Clause:</p> <p>"or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties"</p> <p>The following text is added at the end of this Sub-Clause:</p> <p>“The Contractor's authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council.</p> <p>The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.”</p>                                                                                                                                                                             |
| <b>6.12</b> | <b>Key Personnel</b>                | <p>The following is inserted at the end of the last paragraph:</p> <p>“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|             |                                     | <p>The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>6.13</b> | <b>Foreign Personnel</b>            | <p>The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use all reasonable endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.</p> <p>The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.</p> |

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| <b>6.14</b> | <b>Supply of Foodstuffs</b>                      | The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.                                                                                                                                                                            |
| <b>6.15</b> | <b>Supply of Water</b>                           | The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.                                                                                                                                                                                                                                              |
| <b>6.16</b> | <b>Measures against Insect and Pest Nuisance</b> | The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.                                                                                |
| <b>6.17</b> | <b>Alcoholic Liquor or Drugs</b>                 | The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel                                                                                                                                             |
| <b>6.18</b> | <b>Arms and Ammunition</b>                       | The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.                                                                                                                                                                                                                                                        |
| <b>6.19</b> | <b>Festivals and Religious Customs</b>           | The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.                                                                                                                                                                                                                                                                                                       |
| <b>6.20</b> | <b>Funeral Arrangements</b>                      | The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.                                                                                                                                                                                                                      |
| <b>6.21</b> | <b>Forced Labour</b>                             | The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.                                       |
| <b>6.22</b> | <b>Child Labour</b>                              | The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.                                                                                                                                                                                                                                                  |
| <b>6.23</b> | <b>Employment Records of Workers</b>             | The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records]. |

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|------|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.24 | <b>Workers' Organizations</b>                   | The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6.25 | <b>Non-Discrimination and Equal Opportunity</b> | <p>The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.</p> <p>Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non discrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22)</p>                                                                                                                                                                                                                             |
| 6.26 | <b>Epidemics</b>                                | In the event of any out-break of illness of epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7.7  | <b>Ownership of Plant and Materials</b>         | <p>The following is added before the first paragraph: "Except as otherwise provided in the Contract,"</p> <p>The following is added at the end of the Sub-Clause:</p> <p>"No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:</p> <ul style="list-style-type: none"> <li>(i) remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or</li> <li>(ii) replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of</li> </ul> |

the due date of delivery to the Site of the replacement item(s).

Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.

The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause."

The following Sub-Clause 7.9 is added after Sub Clause 7.8:

|            |                                                |                                                                                                                                                                                                                                                                                                                              |
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| <b>7.9</b> | <b>Use of Pakistani Materials and Services</b> | The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard. |
|------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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| <b>8.1</b> | <b>Commencement of Works</b> | The following is added before the first paragraph:<br>"within 14 days, after signing of the Contract Agreement by both Parties," and thereafter the word "The" is replaced with the word "the". |
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|            |                                         |                                                                       |
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| <b>8.5</b> | <b>Extension of Time for Completion</b> | The following is added after paragraph (c):<br>"for last five years". |
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The following Sub-Clause 8.14 is added after Sub-Clause 8.13:

|             |                                        |           |
|-------------|----------------------------------------|-----------|
| <b>8.14</b> | <b>Incentives For Early Completion</b> | Not used. |
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The following Sub-Clause 11.12 is added after Sub-Clause 11.11:

|              |                                          |                                                                                                                                                                                                                                                                                                                                                                                         |
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| <b>11.12</b> | <b>Supervisory Assistance During DNP</b> | If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion. |
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| <b>12.2</b> | <b>Method of Measurement</b> | The following paragraph is added at the end of the Sub-Clause:<br><br>"Summary of measured quantity for payment shall be delineated item-wise under four heads namely; "Schedule of Prices Quantity", "Quantity Executed To-date", "Quantity Certified Previously" and "Net Quantity Executed under this Certificate". |
|-------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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| 12.3 | <b>Valuation of the Works</b>          | <p>After sub-paragraph (c ) delete the text of 5<sup>th</sup> paragraph “Each new rate..... relevant matters” and substitute with the following:</p> <p>“ the valuation will be carried out by the Engineer on the basis of similar items covered in the Bill of Quantities, insofar as such rates or prices apply and where such rates or prices do not directly apply, the value shall be based on the rates or prices deduced therefrom so far as it is practicable to do so. If the same is not provided in the Bill of Quantities, then the valuation will be carried out on the basis of actual with the application of current market rates for labour, material etc. No escalation on account of material, labour, POL etc. shall be allowed on such items if the valuation is carried out on the basis of current market rates and the percentage of overheads, taxes &amp; profit, etc. to be allowed in such cases shall be <b>twenty five percent (25%)</b>.”</p> |
| 13.4 | <b>Provisional Sums</b>                | <p>The following paragraph is inserted as the penultimate paragraph:</p> <p>“The Provisional Sum shall be used to cover the Employer’s share of the DAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAB. The Contractor shall submit the DAB members’ invoices and the satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 13.6 | <b>Adjustments for Changes in Laws</b> | <p>The following paragraphs are added at the end of the Sub- Clause:</p> <p>“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [<i>Adjustments for Changes in Cost</i>].”</p>                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 14.2 | <b>Advance Payment</b>                 | <p><u>14.2.1 Advance Payment Guarantee</u></p> <p>The entity issuing the Advance Payment Guarantee and its form shall be as under:</p> <p>The Advance Payment Guarantee shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan.</p> <p><u>14.2.2 Advance Payment Certificate</u></p> <p>Add the following at the end:</p> <p>“The Engineer shall issue an Advance Payment Certificate for the advance payment in following two equal parts:</p>                                                                                                                                                                                                                                                                                                                                                                                                                           |

- (i) first part within 14 days after signing of the Agreement or the date of receipt of Engineer's Notice to Commence, whichever is earlier; and
- (ii) second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor, bringing/installing/erecting of essential equipment and mobilization of minimum mandatory staff to complete the requirement for the entire work, having fulfilled his obligation under the Contract agreement for provision of facilities for the Engineer such as Site office, transport etc. and his own facilities such as contractor's camp, storage yards, etc. and having completed at least 2% of the permanent works (to be assessed by the Engineer during this time period."

#### **14.6 Issue of IPC**

##### 14.6.1 The IPC

In the first line of the 1st paragraph the words "28 days" are substituted by "14 days".

#### **14.7 Payment**

Delete '.' At the end of last paragraph and add the words "or through crossed cheque in favour of the Contractor."

#### **14.8 Delayed Payment**

In the first paragraph, third line, the words "compounded monthly" are deleted.

The text of 2<sup>nd</sup> paragraph is deleted and substituted with the following:

"The Employer shall pay to the Contractor compensation at the rate stated in the Contract Data."

#### **15.2 Termination for Contractor' Default**

##### 15.2.1 Notice

Following text is added at the end of sub-paragraph (h) of this Sub-Clause:

"For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004."

##### 15.2.3 After Termination

The word "and" at the end of sub-paragraph (ii) of paragraph (b) is deleted. The following paragraph is added after sub-paragraph (iii):

- "(iv) all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment], and"

|                                                               |                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| <b>15.4</b>                                                   | <b>Payment after Termination for Contractor's Default</b> | <p>The following text is added at the end of this Sub-Clause:</p> <p>"The Employer shall be entitled to sell any of the Contractor's Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause including any outstanding payments to the Subcontractors."</p>                                                                                                                                                                                                                                                                    |
| <b>16.2</b>                                                   | <b>Termination by Contractor</b>                          | <p><u>16.2.1 Notice</u></p> <p>The sub-paragraph (j) is deleted in its entirety.</p> <p>At the end of sub-paragraph (i) "; or" is replaced with "." and at the end of sub-paragraph (h) ";" is replaced with "; or".</p> <p>In sub-paragraph (f) "84 days" are replaced with "180 days" and text "for reasons not attributable to the Contractor" is added at the end.</p>                                                                                                                                                                                                                                                                  |
| <b>16.3</b>                                                   | <b>Contractor's Obligations After Termination</b>         | <p>Sub-paragraph (c) is deleted and replaced with:</p> <p>"(c) deliver to the Engineer all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 <i>[Employer-Supplied Materials and Employer's Equipment]</i>; and</p> <p>(d) remove all other Goods from the Site, except as necessary for safety, and leave the Site."</p>                                                                                                                                                                                                                                          |
| <b>17.1</b>                                                   | <b>Responsibility for Care of the Works</b>               | <p>After the two instances of "Goods" in the last paragraph, the words "Employer-Supplied Materials and/or Employer's Equipment" are added.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| The following Sub-Clause 17.7 is added after Sub-Clause 17.6: |                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>17.7</b>                                                   | <b>Use of Employer's Accommodation/ Facilities</b>        | <p>The Contractor shall take full responsibility for the care of the items of the Employer's facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer.</p> <p>If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor's risk and cost.</p> |
| <b>18.1</b>                                                   | <b>Exceptional Events</b>                                 | <p>The words "or disorder" are replaced with "disorder or sabotage" in sub-paragraph (c) of the Clause.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>18.4</b>                                                   | <b>Consequences of an Exceptional Event</b>               | <p>The following is added at the end of sub-paragraph (b) after deleting the ".":</p> <p>", including the costs of rectifying or replacing the Works</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|             |                                                   | and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [ <i>Insurance to be provided by the Contractor</i> ]."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>18.5</b> | <b>Optional Termination</b>                       | In sub-paragraph (c), the words "and necessarily" are added after the words "was reasonably".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>19.1</b> | <b>General Requirements</b>                       | <p>Following text is added at the end of first paragraph:</p> <p>"The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer's consent."</p> <p>Following text is added at the end of third paragraph:</p> <p>"The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>19.2</b> | <b>Insurance to be provided by the Contractor</b> | <p><u>19.2.5 Injury to employees</u></p> <p>The words "sickness, disease" are deleted in the third line of first paragraph.</p> <p>The following Sub-Clause is added after Sub-Clause 19.2.6: <u>19.2.7 Insurance Company</u></p> <p>"The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data with min. rating of AA by PACRA/VIS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>21.1</b> | <b>Constitution of the DAAB</b>                   | <p>Delete the text of Sub-Clause 21.1 in its entirety and replace with the following:</p> <p>Disputes shall be adjudicated by a DAB in accordance with Sub-Clause 21.4 [<i>Obtaining DAAB's Decision</i>]. The Parties shall jointly appoint a DAB by the date 28 days after a Party gives notice to the other Party of its intention to refer a dispute to a DAB in accordance with Sub-Clause 21.4.</p> <p>The DAB shall comprise, as stated in the Contract Data, of one suitably qualified person ("the member"). The members shall be selected from those on the list on PEC Website, other than anyone who is unable or unwilling to accept appointment to the DAB.</p> <p>The agreement between the Parties and the sole member ("adjudicator") shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the Appendix to FIDIC Conditions of Contract for Plant Design-Build, First Edition 1999, with such amendments as are agreed between them.</p> <p>The terms of the remuneration of the sole member shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be</p> |

responsible for paying one-half of this remuneration.

If at any time the Parties so agree, they may appoint a suitably qualified person to replace the member of the DAB. Unless the Parties agree otherwise, the appointment will come into effect if the member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment. The replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of the member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DAB (including the member) shall expire when the DAB has given its decision on the dispute referred to it under Sub-Clause 21.4 [*Obtaining DAAB's Decision*], unless other disputes have been referred to the DAB by that time under Sub-Clause 21.4, in which event the relevant date shall be when the DAB has also given decisions on those disputes.

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| <b>21.3</b> | <b>Avoidance of Disputes</b>     | Delete the Sub-Clause 21.3 in its entirety.                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>21.4</b> | <b>Obtaining DAAB's Decision</b> | <p>In the 1<sup>st</sup> paragraph of Sub-Clause 21.4 after the words "if a dispute arises between the parties then, "add the following:</p> <p>"after a DAB has been appointed";</p> <p>Delete the words " (whether or not any informal discussions have been held under Sub-Clause 21.3 [<i>Avoidance of Disputes</i>] ); .</p> <p><u>21.4.1 " Reference of a Dispute to the DAAB"</u></p> <p>Delete Sub-Paragraph (a) of Sub-Clause 21.4.1.</p> |
| <b>21.6</b> | <b>Arbitration</b>               | <p>The word "international" is deleted in the sixth line of first paragraph. The text of sub-paragraph (a) is substituted with the following:</p> <p>"the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data;"</p>                                                                                                                                                                                    |

The following Clauses are added after Clause 21

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|-----------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>22</b> | <b>Custom Duty</b> | The Contractor shall be liable to pay custom duty arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such duties. |
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- |           |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| <b>23</b> | <b>Taxes</b>          | The Contractor, Subcontractors and their employees shall be liable to pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such taxes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>24</b> | <b>Integrity Part</b> | <p>If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to :</p> <ul style="list-style-type: none"><li>a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agent or servants;</li><li>b) terminate the Contract; and</li><li>c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants.</li></ul> <p>The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub- paragraph (a) and (c) of this Sub-Clause</p> |