

# Standard Bidding Document

Construction of Auditorium Lounge  
(Works)

National

Single Stage-Two Envelope



*July 06, 2026*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **NDMA (National Disaster Management Authority (NDMA))** has reserved Funds for the procurement planned for FY **2026-27**. The **NDMA (National Disaster Management Authority (NDMA))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Construction of Auditorium Lounge**" with the reference of "**P55454**".

2. The **NDMA (National Disaster Management Authority (NDMA))** invites electronic Bids from eligible Bidders for procurement of Works (**Construction of Auditorium Lounge**) described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit, Demand Draft**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

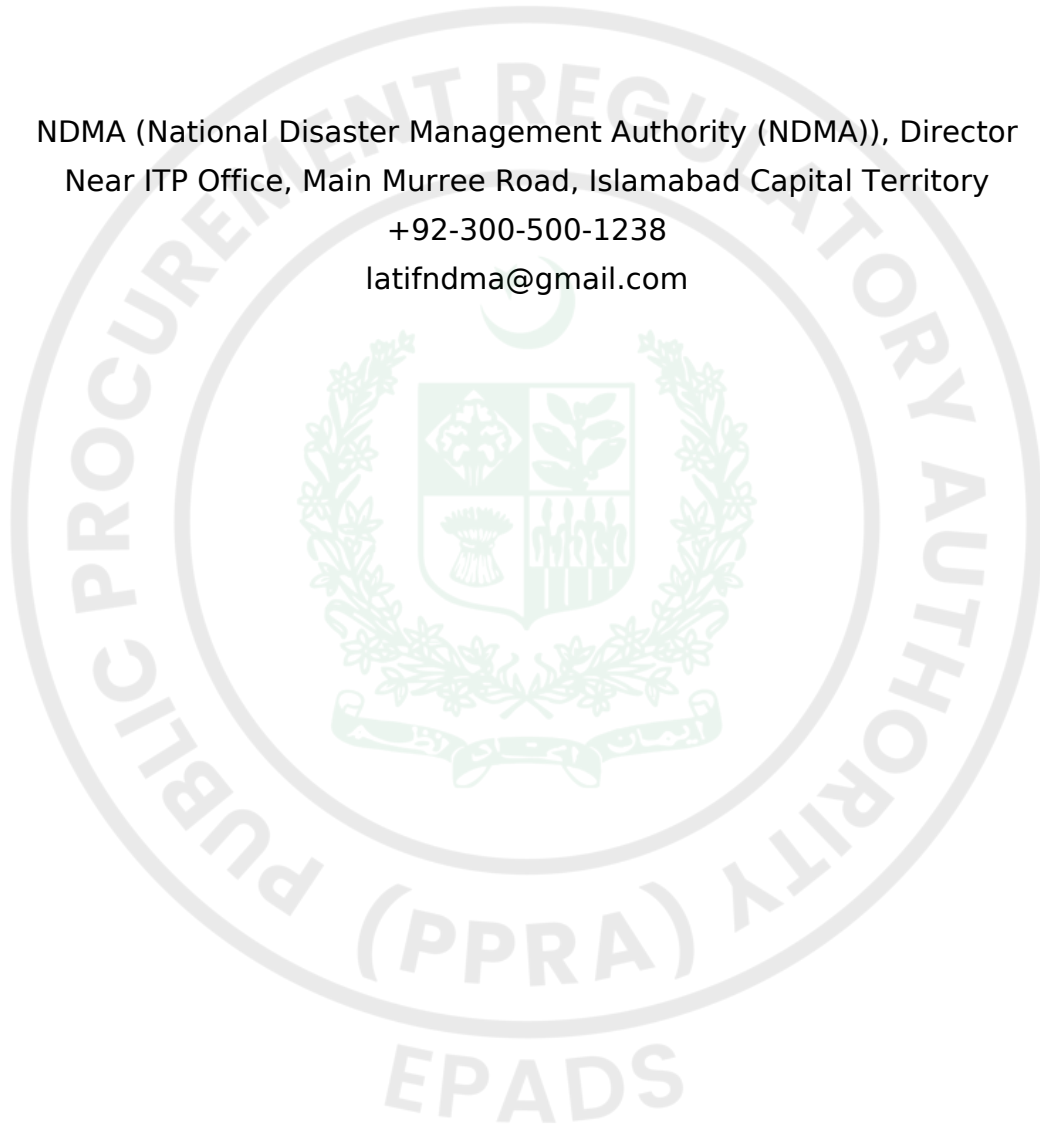
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/55454>** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday, July 23, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Thursday, July 23, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the

new version of **EPADS v2.0**, may register themselves on <https://pa.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>.

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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## Instructions to Bidders

## A. INTRODUCTION

### 1. Scope of Bid

1.1. The Procuring agency/Employer (PA), as indicated in the **Bid Data Sheet** (BDS) invites Bids for the execution of Works as specified in the BDS and **Section V- Works Requirements**. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

### 2. Source of Funds

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

### 3. Eligible Bidders

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium may be prescribed

in BDS, in accordance with the guidelines issued by the PPRA).

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if -

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

#### **4. Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as "Eligible Countries".

## **B. BIDDING DOCUMENTS**

#### **5. Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

- i. Section I -Invitation for Bids
- ii. Section II Instructions to Bidders (ITBs)
- iii. Section III Bid Data Sheet (BDS)
- iv. Section IV Eligible Countries
- v. Section V Evaluation and Qualification Criteria
- vi. Section VI Works Requirements Technical Specifications & Schedule of Requirements
- vii. Section VII Standard Bidding Forms
- viii. Section VIII General Conditions of Contract (GCC)
- ix. Section IX Particular Conditions of Contract (PCC)
- x. Section X Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

## **6. Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through **EPADS v2.0**.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with the Public Procurement Rules 2004, Rule No.31 i.e. **Clarification of bids**.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under **ITB 7**.

6.4. If indicated in the **BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to **ITB 7**. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer 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 the inspection.

## **7. Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with the PP Rules 2004, rule no. 23 i.e. **Bidding Documents**.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring

agency/Employer may, at its discretion, extend the deadline for the submission of bids:

*Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of PP Rules 2004, rule no. 27 i.e. **Extension of time for submission of bids**, if such an addendum is issued within last three (03) days of the bid submission deadline.*

## C. PREPARATION OF BIDS

### 8. Language of Bid

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the **BDS**. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the **BDS**, in which case, for purposes of interpretation of the bidder, the translation shall govern.

### 9. Documents Constituting the Bids

9.1. The Bids prepared by the Bidder shall constitute of all the documents required in the **BDS**.

### 10. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents

10.1. The bid prepared by the bidder shall constitute the following components: -

10.1.1. Documentary evidence established in accordance with **ITB 10** that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

10.1.2. Documentary evidence established in accordance with **ITB 11** that the bidder has been authorized to carry out the Construction works;

10.1.3. Documentary evidence established in accordance with **ITB 11** that the bidder is eligible and/or qualified for the subject bidding process;

10.1.4. Form of Bid and Bid Prices completed in accordance with **ITB 12** and **13**;

10.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with **ITB 13**.

10.1.6. Technical Proposal completed in all aspects in accordance with **ITB-15**.

10.1.7. Bid security or Bid Securing Declaration furnished in accordance with **ITB 17**;

10.1.8. Any other document required in the **BDS**.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

10.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

10.4.2. an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

10.4.3. any other procurement specific documentation requirement as stated in the **BDS**.

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

## 11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and **BDS**.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

11.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and **BDS**.

## 12. **Forms of Bid**

12.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 13. **Bid Prices**

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):

Provided that:

13.3.1. where there is only one (substantially) responsive bidder, or

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,

The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

13.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

13.5. Unless otherwise specified in the **BDS** and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

13.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to **ITB 27**, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (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 the bidder.

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

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the **BDS**. Comparison of bids and tie of bid shall be treated in accordance with the PP rules 2004, rule no. 30.

#### **15. Documents Comprising the Technical Proposal**

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII - Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

#### **16. Bid Validity Period**

16.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with the PP rules 2004, rule no. 26 i.e. Bid Validity.

## 17. Bid Security or Bid Securing Declaration

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with the PP Rules 2004, rule no. 25 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in **EPADS v2.0**, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on **EPADS v2.0** whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-

eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier's or certified cheque; or

17.2.3. Another security as indicated in the **BDS**.

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in **ITB 17.9** are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with **ITB 17.1 or 17.3** shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to **ITB 27**.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to **ITB 16**. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;

17.6.3. The rejection by the Procuring agency/Employer of all Bids;

17.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to **ITB 40**, or furnishing the performance security (or guarantee), pursuant to **ITB 41**.

17.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

if a Bidder:

17.8.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

17.8.2. In the case of a successful bidder, if the bidder fails:

17.8.2.1. to sign the contract in accordance with ITB 40; or

17.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

## 18. **Withdrawal of Bids**

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

## 19. **Format and Signing of Bid**

19.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

### 20. Submission of Bids

20.1. All bids shall be submitted through **EPADS v2.0**.

### 21. Deadline for Submission of Bids

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to PP Rules 2025, rule no.39 Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

### 22. Substitution and Modification of bids

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in ITB 18.

## E. OPENING AND EVALUATION OF BIDS

### 23. Opening of Bids

23.1. The Procuring Agency will open bids in accordance with the PP rules 2004, rule no 28 and as specified in the **BDS**.

#### **24. Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

#### **25. Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with the PP Rules 2025, rule no 38 i.e. Clarifications.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

- 25.2.1. evaluation & qualification criteria;
- 25.2.2. required scope of work;
- 25.2.3. contract price;
- 25.2.4. all securities requirements;
- 25.2.5. tax requirements;
- 25.2.6. terms and conditions of bidding documents.
- 25.2.7. change in the ranking of the bidder

#### **26. Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in ITB 3 and ITB 4;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

**Explanation:** A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some

immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –

26.4.1. Submit the number of copies of signed bids required by the invitation;

26.4.2. Furnish required information concerning the number of its employees;

26.4.3. the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for

complete technical responsiveness.

## 27. Examination of Terms and Conditions; Technical Evaluation

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the bidder without any material deviation or reservation.

For this purpose:

**“Deviation”** means departure from the requirements specified in the Bidding Document.

**“Reservation”** means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI - Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

## 28. Correction of Arithmetic Errors

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/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 amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with ITB 41.3.

## **29. Conversion to Single Currency**

29.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the PP Rule 2004, rule no. 30 (2).

## **30. Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to ITB 27.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the BDS.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, 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, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

**Explanation:**

*“Unbalanced” or “front-loaded” bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor’s cash flow.*

### **31. Domestic Preference**

31.1. If the BDS so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

### **32. Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

### **33. Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.

Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to ITB 11.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

### **34. Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the BDS.

### **35. Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the PP Rules 2025 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

35.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

35.1.3. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 11

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the

documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 11, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

**Explanation:** *The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder's capabilities to perform satisfactorily.

## F. AWARD OF CONTRACT

### 36. Criteria of Award

36.1. Subject to ITB 36 and 37, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of ITB 3;

36.1.2. is determined to be qualified to perform the Contract satisfactorily;  
and

36.1.3. Successful negotiations have been concluded, if any.

## **37. Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

37.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

37.1.2. Methodology, work plan, staffing in view to streamline the work;

37.1.3. a minor amendment to the Particular conditions of Contract;

37.1.4. finalizing payment arrangements;

37.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

## **38. Procuring agency/Employer's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with the PP Rules 2025 rule no. 45. However, the Authority (i.e. PPRA) may call from the Procuring agency/Employer the justification of those grounds.

## **39. Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with the PP Rules 2004, rule no. 40.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance"

will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with ITB 41 and signing of the contract in accordance with ITB 40.

39.4. Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to ITB 41, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to ITB 17.

#### **40. Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

#### **41. Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the

following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of ITB 40 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

## **42. Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "Notice to Commence" as specified in the PCC.

### **43. General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

### **44. Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## **G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**

### **45. Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with the PP Rules 2025, rule no. 65 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

## **H. MECHANISM OF BLACKLISTING**

### **46. Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with PP Rules 2025, rule no.25 i.e. Blacklisting and "Blacklisting and Debarment of Bidders or Contractors Regulations 2024.



## Bid Data Sheet

## Bid Data Sheet (BDS)

The following specific data for the procurement of works shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

### A. Introduction

#### *ITB Number*

*Amendments of, and Supplements to, Clauses in the Instruction to Bidders*

#### **ITB Number1.1**

Name of Procuring agency/Employer: **NDMA (National Disaster Management Authority (NDMA))**

The subject of procurement is: **Construction of Auditorium Lounge**

Period for completion of the works **30 Days**

Commencement date execution of the works: **7 Days**

Type of Procurement:**Local**

#### **ITB Number2.1**

Financial year for the operations of the Procuring agency/Employer: **2026-27**

Name of Project [insert: name and summary description of the Project if any]

Name of financing institution: [insert: name if any]

Name and identification number of the Contract: **P55454**

#### **ITB Number3.1**

JV/Consortium or Association Allowed: **No**

Maximum number of members in the joint venture shall be: **Nil.**

### B. Bidding Documents

#### **ITB Number6.4**

The Bidders may seek clarifications through **EPADS v2.0: Last Clarification Date: Wednesday, July 8, 2026**

## C. Preparation of Bids

### **ITB Number 8.1**

The Language of all correspondences and documents related to the Bid is: **English**

### **ITB Number 5.1 & 9.1**

The following documents must be included to constitute the Bid

1. 1) Proof of the registration of firm with PEC.
2. 2) Proof of the registration of firm with Income Tax and Sales Tax.
3. 3) Active Taxpayer List (ATL) certificate /proof.
4. 4) An Affidavit on Rs. 100/- stamp paper duly attested by Notary Public, that the firm is not blacklisted by the government/ semi government department as per specimen attached.
5. 5) An Affidavit on Rs. 100/- stamp paper duly attested by Notary public, that the firm will construct/use materials according to National/International Standard and shall not be below the defined standard.

### **ITB Number 9.4 (b)**

Other procurement specific documentation requirements are:

#### **Supporting Documents**

1. Company registered office including manpower and outlets details.
2. Proof of authorized dealership / distributor where applicable.
3. List of previous clients showing relevant experience and satisfactory report (completion certificate/ purchase orders etc.).
4. Bank statement for the past two years showing healthy financial transaction. v. Last Three Financial Years Audit Report verified by Chartered Accountant Firm

5. Bidders unable to fulfill the above-mentioned mandatory documents and failure to provide the supporting documents shall be treated as technically disqualified and will not be considered for further evaluation.

**ITB Number12.4**

The Bid price will be/will not be subject to the price adjustment **Nil**.

**ITB Number12.6**

The Bid price shall be adjusted in accordance with Schedule-A to Bid - "Schedule of Adjustment Data" if available.

**ITB Number13.1**

Bidders to quote entirely in **Pak rupees (PKR)**

**ITB Number15.1**

The Bid Validity period shall be **90 Days** days.

**ITB Number16.1**

The amount of Bid Security shall be (insert amount)

The currency of the Bid Security shall be: **PKR**.

**ITB Number16.2**

The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Demand Draft**

## D. Submission of Bids

**ITB Number19.1**

The deadline for Bid submission is: **Thursday, July 23, 2026 11:00 AM**

Address for submission of Original Bid Security: **Near ITP Office, Main Murree Road, Islamabad Capital Territory**

**ITB Number21.1**

The Bid opening shall take place at: **EPADS v2.0**

Day : **Thursday**

Date: **July 23, 2026**

Time : **11:30 AM**

**ITB Number27.1**

The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: **PKR Only**

The source of exchange rate shall be: **Nil**

The date of exchange rate shall be: **Nil**

**ITB Number28.2 &28.5****Quality and Cost Based Selection (QCBS)**

*see Evaluation Criteria*

**ITB Number29.1**

Domestic preference to apply.

Domestic preference:**No**

Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.

If Yes, The percentage for the domestic preference alongwith calculation formula is provided in the evaluation and qualification criteria.

**ITB Number32.2**

Sub-contracting is allowed? : **No**

**No**% of the total value of the contract.

39.1 The Performance Security (or guarantee) shall be **10.00%**

39.2 The Performance Security (or guarantee) shall be in the form of:**Pay Order,Call at Deposit,Bank Guarantee,Demand Draft**

## Eligibility Criteria

Bidder's Type	Required Registration
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	SECP
Company (Public Limited)	PEC
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

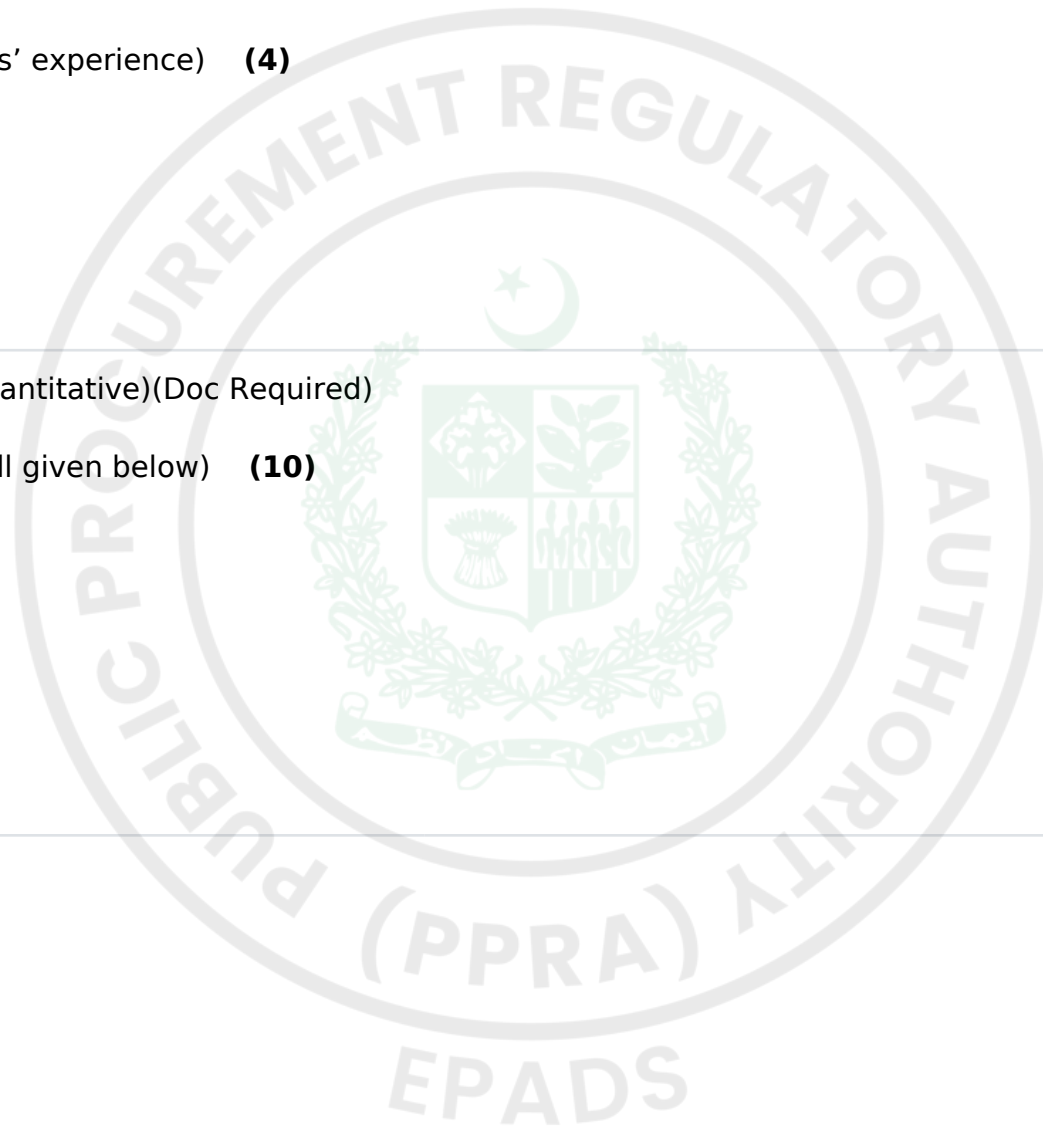
Eligibility Criteria	Document
Annual Average Turnover certificate Last 3 years (Rs. 40 million & above)	Yes
Audited Financial Statement of last 3 years showing Annual Average Turnover of Rs. 40 million & above.	Yes
Income Tax Returns for the last 3 years	Yes
PEC Registration Certificate of Category C-6 or Above	Yes
Minimum 8 years of experience in civil construction works	Yes
An Affidavit on Rs. 100/- stamp paper duly attested by Notary Public, that the firm is not blacklisted by the government/ semi government department as per specimen attached.	Yes
An Affidavit on Rs. 100/- stamp paper duly attested by Notary Public, that the firm is not involved in any active legal disputes, corruption cases or blacklisting proceedings with government entities.	Yes

# Evaluation Criteria

## Quality and Cost Based Selection (QCBS)

<b>Technical Marks</b>	<b>70</b>
<b>Passing Marks</b>	<b>49</b>
Technical Evaluation Criteria	
Firm Experience (Quantitative)(Doc Required)	10
More than 15 Years <b>(10)</b>	
10 -15 years <b>(6)</b>	
5-10 years <b>(3)</b>	
Similar Nature project Experience (Quantitative)(Doc Required)	10
Three or more similar projects Completed <b>(10)</b>	
Two Projects <b>(6)</b>	
One Project <b>(3)</b>	

<p>Key Personnel (Quantitative)(Doc Required)</p> <p>Project Manager (35+ years' experience) <b>(10)</b></p> <p>Project Manager (25+ years' experience) <b>(4)</b></p> <p>Structural Engineer <b>(3)</b></p> <p>Electrical Engineer <b>(2)</b></p> <p>Mechanical Engineer <b>(1)</b></p>	<p>10</p>
<p>Construction Equipment (Quantitative)(Doc Required)</p> <p>Construction Equipment (All given below) <b>(10)</b></p> <p>Cranes <b>(4)</b></p> <p>Excavator <b>(3)</b></p> <p>Survey Equipment <b>(2)</b></p> <p>Generator <b>(1)</b></p>	<p>10</p>



<p>Financial Capabilities (Quantitative)(Doc Required)</p> <p>Average Annual Turnover <math>\geq</math> Rs100 Million <b>(10)</b></p> <p>Average Annual Turnover <math>\geq</math> Rs50 Million <b>(5)</b></p> <p>Positive Net Worth <b>(3)</b></p> <p>Available Cash Flow / Credit Line <b>(2)</b></p>	10
<p>Work Plan &amp; Methodology (Quantitative)(Doc Required)</p> <p>Project Schedule (CPM /PERT &amp; Construction Methodology <b>(10)</b></p> <p>Project Schedule (CPM / PERT) <b>(6)</b></p> <p>Construction Methodology <b>(4)</b></p>	10
<p>Steel Structure Fabrication Facility (Quantitative)(Doc Required)</p> <p>Owned <b>(10)</b></p>	10

## Jobs/Lots

### Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
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Construction of Auditorium Lounge	<b>Address:</b> Near ITP Office, Main Murree Road, Islamabad Capital Territory <b>Schedule:</b> 30 Days after award of contract <b>Quantity:</b> 1/Qty	1/Qty	401556 PKR
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# Work Specifications and Market Rates

## Jobs Without Lots :

**Job:** Construction of Auditorium Lounge

### Specifications / Requirements:

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
1	1	Design, Manufacturing and Supply of Pre engineered Steel Shed having including, primary structural steel rafters, columns, Connection plates, Base plates, Roof Purlins, Pre-painted roof sheet, Trims, gutters, Down take Pipes and cross wire bracing, anchor bolts for anchorage and Other Necessary hardware fixing screws complete in all respects.	%Sft	1,789	1,690.0	Rupees One Thousand Six Hundred Ninety Only	3,023,410

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
2	2	Supply & Installation of Roof area only Glass Wool Insulation 50mm Thick with Mesh Density (10 - 12) Kg/m3.	%Sft	1,317	95.0	Rupees Ninety-Five Only	125,115
3	3	Excavation for foundation of columns, walls, etc. upto any depth and lead including back filling of excavated earth in foundation trenches and spreading the surplus earth in plinth area and/or depressions where required including making provision for shoring of loose soil if required and removal of excavated earth upto 5'-0" from edge of excavation complete as per drawing and as directed by the Consultants.	%Cft	3,150	19.78	Rupees Nineteen and Paisa Seventy-Eight Only	62,298

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
4	4	Providing Earth filling with off site material (brought from out side source)including compaction upto 95% in plinth, depression and where ever required laid in 12" layer well watered, consolidated and compacted with mechanical means complete as per drawing and as directed by the Consultants.	%'Cft	4,723	19.78	Rupees Nineteen and Paisa Seventy-Eight Only	93,422
5	5	Providing C.C. 1:4:8 bed concrete using graded screened bajri 3/8" and down gauge as fine aggregate and stone ballast 1" to 2" size as coarse aggregate in foundation over well compacted earth including levelling and curing etc. complete as per drawing and as directed by the Consultants	%'Cft	600	410.53	Rupees Four Hundred Ten and Paisa Fifty-Three Only	246,345

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
6	6	Providing Reinforced cement concrete 1:2:4 (mix design) using graded screened bajri 3/8" and down gauge as fine aggregate and crushed stone 3/4" and down gauge as coarse aggregate with machine mixing including the cost of form work and its removal, vibrating using mechanical vibrator, curing and cube testing etc. having min. works cube crushing strength of 3,000 psi after 28 days curing but excluding the cost of reinforcement bars complete as per drawing and as directed by the Consultants.	%'Cft	721	704.98	Rupees Seven Hundred Four and Paisa Ninety- Eight Only	508,032

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
7	7	Providing brick masonry using 9" x 4 1/2" x3" best approved quality burnt bricks the bricks used should be well-burnt without being vitrified and shall be uniform in colour, regular in shape and size with sharp and square corners and parallel faces, free from flaws and crackes, to be laid in mortar 1:4 with curing, scaffolding, racking out the joints, courses shall be kept in time plumb as per drawing, standard specificaiton and as directed by the Consultants Up To 12ft Height.	%'Cft	946	721.97	Rupees Seven Hundred Twenty-One and Paise Ninety- Seven Only	682,939

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
8	8	Providing fabrication and instllation in position 12mm of gypsum board sheet (gypsum board approved company) including cuttong of opening for lights ifixture/ diffusers with making of light pelmet fiber tape on joints icluding 3 coats of mat enamel paint fininsh pemerr coat filing if required with all other hardwares, wastage scaffolding, making access panel (where required)etc as per design & drawing complete.	%Sft	1,317	332.75	Rupees Three Hundred Thirty-Two and Paise Seventy-Five Only	438,232



Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
9	9	Providing and fixing powder coated or anodized aluminum, glazed door of aluminum sections, tinted glass, rubber gaskets, double action floor mounted concealed type pivot hinge mechanism, hydraulic door closer, handles & locking arrangement, screws/expansion bolts and other aluminum accessories etc. complete in all respects as approved by the Engineer.	%Sft	112	2,620.00	Rupees Two Thousand Six Hundred Twenty Only	293,440
10	10	Providing and laying 1/2" thick cement sand plaster (1:4) to Internal Ceiling, Walls, Stairs, Columns, & etc making edges and corners, preparation of surface plaster with mesh, including finishing, scaffolding, curing and etc. Complete in all as per drawing & instruction of the Consultant.	%Sft	566	87.12	Rupees Eighty-Seven and Paise Twelve Only	49,266

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
11	11	Providing and applying 2 coats of Plastic Emulsion paint (Mat finish) of approved quality, color and shade (approved company) over 2 coats of Primer of approved manufacturer and quality on Ceiling, Columns, Walls, & etc including surface preparation, Wall putty filling, cutting, surfacing, scaffolding, scraping, sanding, & etc. Complete in all as per drawing & instruction of the Consultant.	%Sft	2,221	85.00	Rupees Eighty-Five Only	188,743

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
12	12	Providing Reinforced steel bars using minimum Yield Strength of 60 KSI confirming to ASTM A-615, as per design including cutting, bending, binding and placing in position on c.c precast spacers and steel chairs, tying with binding wire 20 SWG complete with the cost of chairs, binding wire etc. complete as per drawing and as directed by the Consultants.(Rate should include the cost of wastage of steel, also note that All Reinforcing steel shall be adequately protected from rust and corrosion before and during concreting)	%Ton	2	326,700.00	Rupees Three Lac Twenty-Six Thousand Seven Hundred Only	751,410

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
13	13	Providing and installation of locally produced Porcelain tiles on floor, Wall & skirting with cement motar 1:4 and complete with screening, grouting, filling, finishing and etc. complete in all respects, as per drawing & instruction of the consultant or Engineer.	%Sft	2,040	615.00	Rupees Six Hundred Fifteen Only	1,254,600
14	14	Providing and fixing of Pre Polished Granite Sills / Thresholds under windows and doors respectively , of approved origin, color/shade / thickness fix with cement sand mortar	%Sft	100	1,490.72	Rupees One Thousand Four Hundred Ninety and Paise Seventy-Two Only	149,072

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
15	15	Provide and install Aluminum Composite Panel overall 4mm thick with 0.5mm skin thickness with mineral-filled core of approved sample & metallic/solid colour of approved shades including making grooves, chamfered edges, joint details, sealant, backing rod, fixing & framing system, protection of panels, etc. all as per manufacturer's specifications and instructions, fixing arrangement, etc. complete in all respect as per drawings & specifications.	%Sft	2,172	1,535.00	Rupees One Thousand Five Hundred Thirty-Five Only	3,334,020
16	16	Providing and Fixing of Cementious Tile/chemical tile of Different sizes at plinth protection Comprising cement Sand Mortor complete in all respects.	%Sft	300	395.00	Rupees Three Hundred Ninety-Five Only	118,500

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
17	17	2 nos of washroom with all accessories Inc WC, Wash basin, Muslim Shower etc	%No	1	165,000.00	Rupees One hundred Sixty-Five Thousand Only	165,000
18	18	Supply and installation of premium-grade uPVC toilet/washroom door, comprising a rigid uPVC frame. Door to include solid uPVC panels for high durability in wet areas Complete in all aspects	%sft	40	2,025.00	Rupees Two Thousand Twenty-Five Only	81,000
19	19	Supply of Aluminium Fixed Curtain Wall, Premium Quality, of Anodized Aluminium extruded section size, colour and texture as specified, including fixing on concrete, wood or steel frames, complete with all necessary fittings incl 6mm double glazed glass all as specified.	%sft	1,068	2,785.00	Rupees Two Thousand Seven Hundred Eighty-Five Only	2,974,380

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
20	20	Providing and Installation of pipe PVC Dia 2" with calmps and all other nessary hardware	%RFT	10	541	Rupees Five Hundred Forty-One Only	5,408
21	21	Providing and Installation of pipe PVC Dia 6" with calmps and all other nessary hardware	%RFT	45	814	Rupees Eight Hundred Fourteen Only	36,621
22	22	Providing and Installation of pipe PVC Dia 6" with calmps and all other nessary hardware	%RFT	50	1,568	Rupees One Thousand Five Hundred Sixty-Eight Only	78,390
23	23	Providing and Installation of pipe PVC Dia 6" with calmps and all other nessary hardware	%RFT	55	2,497	Rupees Two Thousand Four Hundred Ninety-Seven Only	137,352

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
24	24	Providing and Installation of pipe PVC Dia 6" with calmps and all other nessary hardware	%RFT	45	2,323	Rupees Two Thousand Three Hundred Twenty-Three Only	104,540
25	25	Providing and Installation of pipe PVC Dia 6" with calmps and all other nessary hardware	%RFT	45	3,614	Rupees Three Thousand Six Hundred Fourteen Only	162,630

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
26	26	"Supply, installation, testing and commissioning of electric geyser,(25L) complete with all accessories, inlet/outlet connections, safety valve, thermostat, pressure release system, and necessary fittings, including all civil and electrical works to make the unit fully operational.	%NO	1	49,700	Rupees Forty-Nine Thousand Seven Hundred Only	49,700
27	27	Supply and installation of Hand dryer complete in all aspect	%NO	1	42,896	Rupees Forty-Two Thousand Eight Hundred Ninety-Six Only	42,896

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
28	28	Sofa 3 Seater	%NO	5	115,350	Rupees One hundred Fifteen Thousand Three Hundred Fifty Only	576,750
29	29	Round Dinning Table	%NO	6	56,675	Rupees Fifty-Six Thousand Six Hundred Seventy-Five Only	340,050
30	30	Carpet Rug	%NO	2	115,375	Rupees One hundred Fifteen Thousand Three Hundred Seventy-Five Only	230,750

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
31	31	Supply, installation, testing and commissioning of complete electrical system including PVC/HD conduit wiring, cable laying. junction boxes, switchboards, DBs, earthing system, internal & external lighting fixtures, high-bay industrial LED lights suitable for warehouse/shed height, and complete fittings as per approved drawings, safety standards and instructions of the Engineer-in- charge	%Sft	1,617	550	Rupees Five Hundred Fifty Only	889,350
32	32	Supply and installation of rectangular planter of size 1.5'-0" x 4'-0", complete in all respects as per approved design and site requirements.	%NO	15	50,870	Rupees Fifty Thousand Eight Hundred Seventy Only	763,050

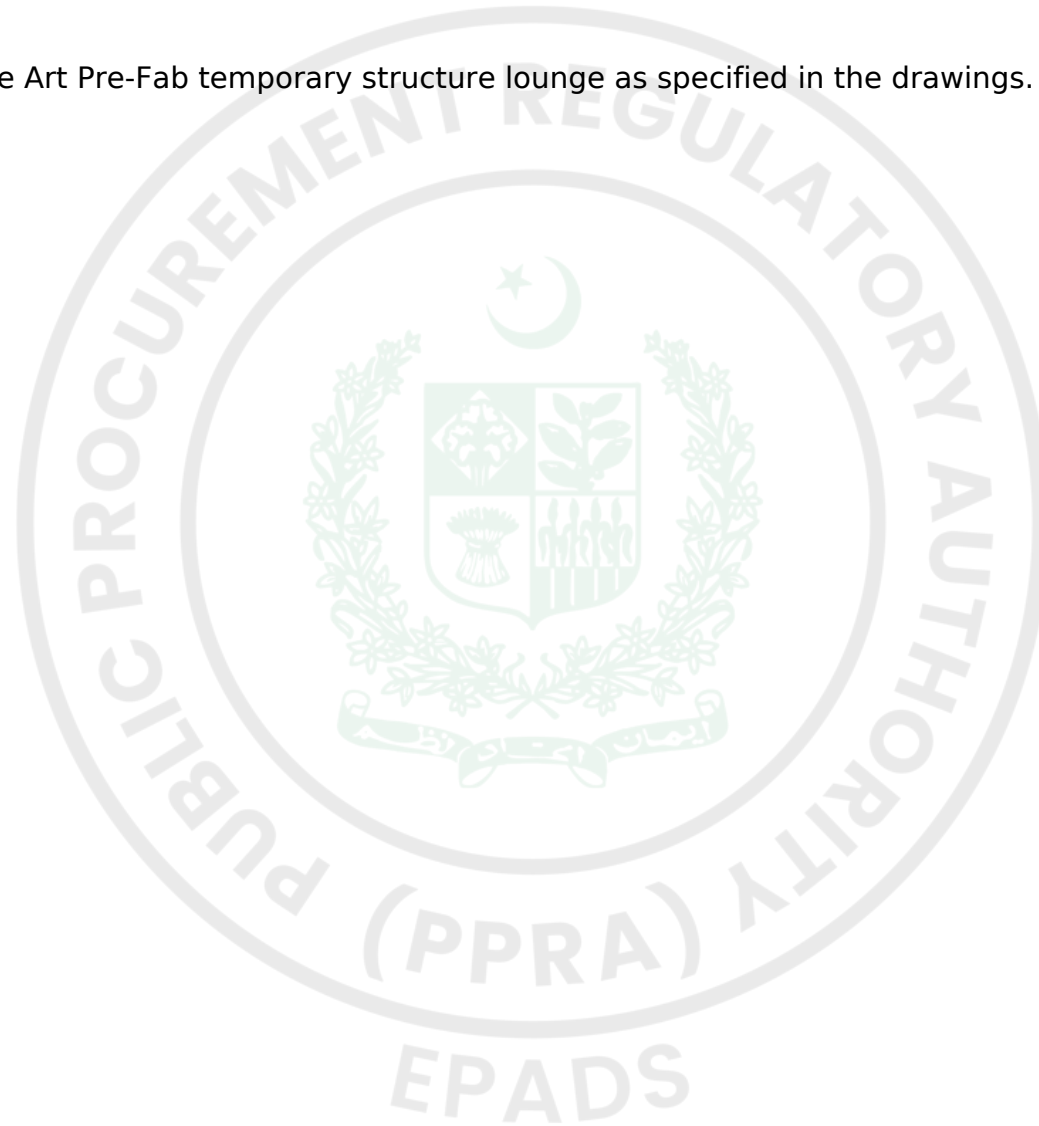
Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
33	33	upply, Installation, Testing & Commissioning of 65" Samsung LED Smart TV, complete with heavy-duty wall mounting bracket, power connection, necessary fixing accessories, alignment, testing and commissioning, complete in all respects as per Engineer's instructions.	%NO	2	385,549	Rupees Three hundred Eighty-Five Thousand Five Hundred Fifty Only	771,098
34	34	Supply, installation, testing and commissioning of Air Conditioning system floor Standing/ Casstte type Indoor Units and associated Outdoor Units, including refrigerant piping, drain piping, control wiring, power cabling, insulation, supports, fittings, accessories and all necessary components required for proper operation, complete in all respects as per manufacturer's recommendations and site requirements.	%NO	2	675,000	Rupees Six hundred Seventy-Five Thousand Only	1,350,000

Sr. No	Sr.No	Description	Unit	Quantity	Rate		Amount (Rs.)
						GRAND TOTAL:	Rs20,077,809.00



## Scope of Work

Construction of the state of the Art Pre-Fab temporary structure lounge as specified in the drawings.



# Price Schedule

## For Individual Jobs

#	Job Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

## For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





## General Conditions of Contract

**Red Book:**

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which shall complement the General Conditions of the Contract.

The successful Bidder, upon contract award, shall be required to furnish two (02) copies of aforementioned “General Conditions” for incorporation in the Works Contract.

**International Federation of Consulting Engineers (FIDIC) FIDIC**

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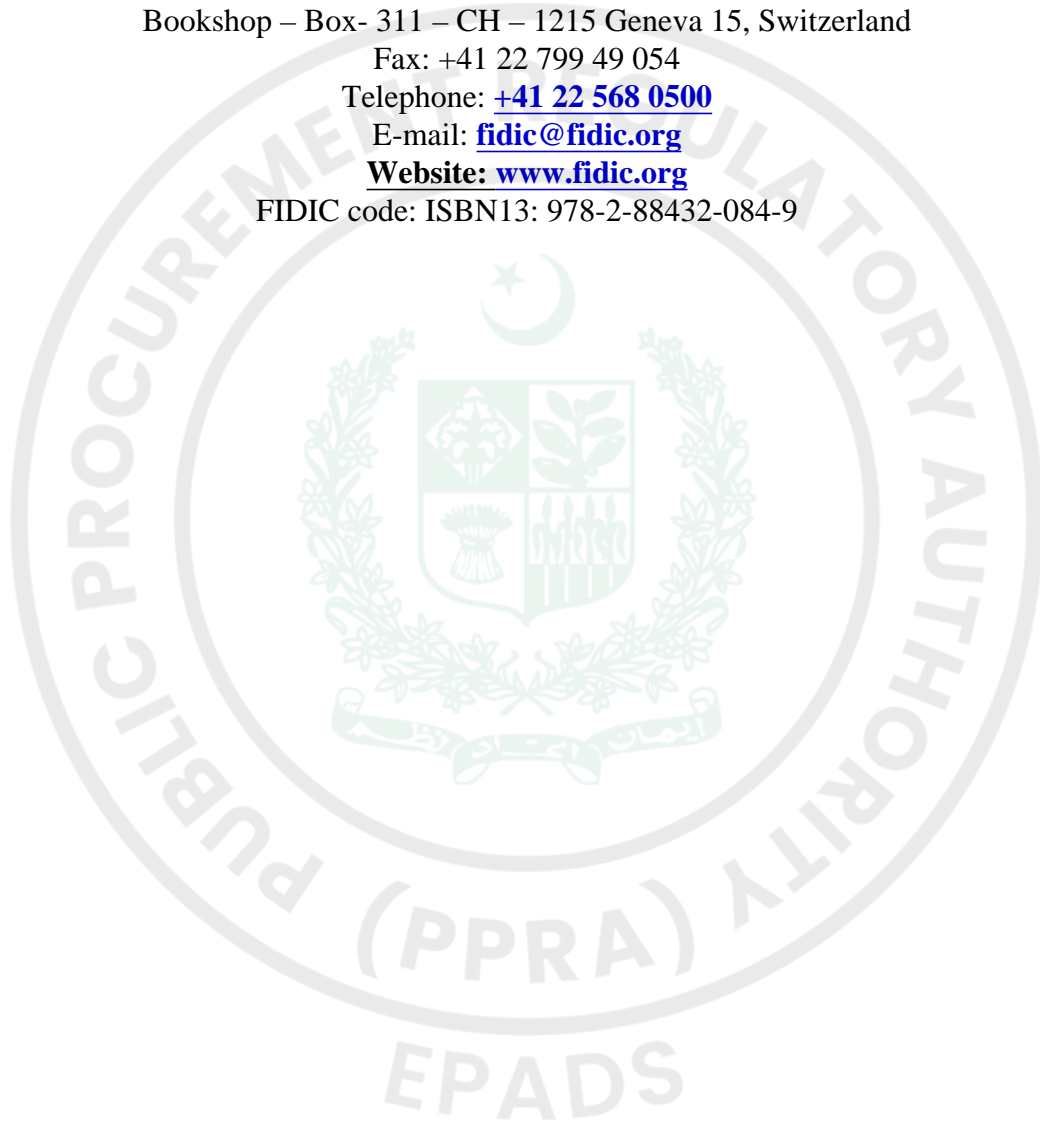
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## Special Conditions of Contract

# PARTICULAR CONDITIONS OF CONTRACT (PCC)

## Particular Conditions

(Mandatory Provisions not to be amended/substituted)

The Particular Conditions (PCC) complement the General Conditions (GCC) to specify dates, contractual requirements, and special circumstances related to the Works. The PCC 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 1.1.27

Defects Notification Period (DNP): **365** Days

### Sub-Clause 1.1.31

Employer's name & address: **NDMA (National Disaster Management Authority (NDMA)), Director Near ITP Office, Main Murree Road, Islamabad Capital Territory**

### Sub-Clause 1.1.35

Engineer's name & address: **Engr Junaid Khalid**

**NDMA HQ, Islamabad**

### Sub-Clause 1.1.84

Time for Completion: **30** days for whole of the works

### Sub-Clause 1.3 (a)(ii)

Agreed method of electronic transmission: **Not Agreed**

### Sub-Clause 1.3 (d)

Address of Employer for Communications: **Near ITP Office, Main Murree Road, Islamabad Capital Territory**

Address of Engineer for Communications:

**NDMA HQ, Islamabad**

Address of Contractor for Communications: -----

### Sub-Clause 1.4

Contract shall be governed by the law of: **Islamic Republic of Pakistan**

Ruling language: **English**

Language for communications: **English**

### Sub-Clause 2.1

After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within: **5** days after Commencement Date

**Sub-Clause 2.4**

Employer's financial arrangements:

Departmental Fund

**Sub-Clause 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**

**Sub-Clause 4.2**

Performance Security (as percentage of the Accepted Contract Amount in Currencies): 10.00%

Form of Performance Guarantee: **Pay Order, Call at Deposit, Bank Guarantee, Demand Draft**

**Sub-Clause 4.2.1**

List of Insurance Companies:

AA Rating companies

**Sub-Clause 4.7.2**

period for notification of errors in the items of reference: **Twenty Eight (28) days**

**Sub-Clause 4.19**

Period of payment for temporary utilities: **Each Month**

**Sub-Clause 5.1 (a)**

Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount): **Nil %**

**Sub-Clause 5.1 (b)**

Parts of the Works for which subcontracting is not permitted: **Nil**

**Sub-Clause 6.5**

Normal working hours on the Site: **12**

**Sub-Clause 8.3**

Number of additional paper copies of programmes: **1**

**Sub-Clause 8.8 & 14.15(b)**

Delay Damages payable for each day of delay **0.20%** of the Accepted Contract Amount for delay in completion of whole of the Works

**Sub-Clause 8.8**

Maximum amount of Delay Damages **10.00 %** of the Accepted Contract Amount

**Sub-Clause 8.14**

Applicability of Incentives for Early Completion **No**

**Sub-Clause 12.3**

Percentage profit (Not more than 10%): **Nil**

**Sub-Clause 13.4.(b)(ii)**

Percentage rate to be applied to Provisional Sums for overhead charges and profit: **Twenty Five percent (25%)**

## **Sub-Clause 14.2**

Total Advance Payment: **Fifteen percent (15%) of the Accepted Contract Amount excluding Provisional Sums payable in the currencies and proportions in which the Accepted Contract Amount is payable**

### **Sub-Clause 14.2.1**

Advance Payment Insurance **Not Allowed**

### **Sub-Clause 14.2.3**

Percentage deductions for the repayment of the Advance Payment: Deduction shall be made at the amortization rate of 17.5 % of the value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 2nd IPC provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount less Provisional Sums has been certified for payment. It may be more than 17.5% in the last instalment to ensure full repayment.

## **Sub-Clause 14.3**

Period of payment **One Month**

### **Sub-Clause 14.3(b)**

Number of additional paper copies of Statements: **1**

### **Sub-Clause 14.3 (iii)**

Percentage of retention: **Seven percent (7%)**

### **Sub-Clause 14.3 (iii)**

Limit of Retention Money (as a percentage of the Accepted Contract Amount): **Five percent (5%)**

### **Sub-Clause 14.5(b)(i)**

Plant and Materials for payment when shipped: **Plant and Materials under Bill of “Imported Plant and Materials”**

### **Sub-Clause 14.5(c)(i)**

Plant and Materials for payment when delivered to the Site: **Plant and Non Perishable Materials**

## **Sub-Clause 14.6.2**

Minimum amount of Interim Payment Certificate (IPC): **Yes**

**The Minimum Amount IPC is 2000000**

[Employer to give value not exceeding one fifth of the average expected value of Interim Payment Certificate]

### **Sub-Clause 14.7(a)**

Period of payment of Advance Payment to the Contractor: **14 days**

### **Sub-Clause 14.7b(i)**

Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6: **15 days**

### **Sub-Clause 14.7b(ii)**

Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment): **15 days**

### **Sub-Clause 14.7(c)**

Period for the Employer to make final payment to the Contractor: **30 days**

## **Sub-Clause 14.8**

Financing charges for delayed payment Local Currency (PKR):

6-Month KIBOR (Offer) +3% per annum.

Foreign Currency:

USD

6-Month SOFR (Secured Overnight Financing Rate for USD) +1% per annum.

EURO

6-Month EURIBOR (EURO Interbank Offered Rate for EURO) +1% per annum.

Others

Appropriate rates +1% (for other foreign currencies, Ref. Schedule-A, A-4 to Bid).

**Sub-Clause 14.11.1(b)**

Number of additional paper copies of draft Final Statements: **2**

[insert number of copies say six (06)]

**Sub-Clause 14.15**

Currencies of payment of Contract Price: **as stated in the Table Schedule of Adjustment Data of Schedule A (if Given)**

**Sub-Clause 14.15(a)(i)**

Proportions or amounts of Local and Foreign currencies: **as stated in the Table Schedule of Adjustment Data of Schedule A (if Given)**

**Sub-Clause 14.15(c)**

Currencies and proportions for payment of Delay Damages: **as stated in the Table Schedule of Adjustment Data of Schedule A (if Given)**

**Sub-Clause 14.15(f)**

rates of exchange: **as stated in the Table IV of Schedule A (If Given)**

**Sub-Clause 17.2(d)**

Forces of nature, the risks of which are allocated to the Contractor: **Nil**

**Sub-Clause 19.1**

Permitted deductible limits:

- i) insurance required for the Works: **Ten percent (10%) of loss amount on each & every loss**
- ii) insurance required for Goods: **Nil**
- iii) insurance required for liability for breach of professional duty: **Nil**
- iv) insurance required against liability for fitness for purpose (if any is required): **Nil**
- v) insurance required for injury to persons and damage to property: **Nil**
- vi) insurance required for injury to employees: **Nil**
- vii) other insurances required by Laws and by local practice : **Nil**

Periods for submission of insurance:

- a) evidence of insurance: Not later than the Commencement Date
- b) relevant policies: Within twenty eight (28) day from the Commencement Date

**Sub-Clause 19.2.1(b)**

Additional amount to be insured (as a percentage of the replacement value): 15% of the replacement value (Accepted Contract Amount)

**Sub-Clause 19.2.2**

Extent of insurance required for Goods: From Ex-Works (i.e., works, factory, warehouse, etc) to delivery at the Site

Amount of insurance required for Goods: Full replacement value

**Sub-Clause 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

**Sub-Clause 19.2.3(b)**

Insurance required against liability for fitness for purpose: **Yes**

**Sub-Clause 19.2.3**

Period of insurance required for liability for breach of professional duty: Until the date of issuance of Performance Certificate

**Sub-Clause 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

Damage to Property: The Amount of Insurance Required for Person Injury is 30000

The Amount of Insurance Required for Damage to Property is 50000 as per his assessment of the adjoining property(ies) other than the Works] without limit to the number of incidents

**Sub-Clause 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

**Sub-Clause 21.1**

Time for appointment of the DAAB: Within 28 days from the Commencement Date.

In case the Accepted Contract Amount is lesser than PKR one (01) billion, appointment of the DAAB shall be made when Dispute arises between the Parties.

**Sub-Clause 21.1**

The DAAB shall comprise 1

[insert either “a sole Member” or “Three Members”]

[For a Contract estimated to cost above PKR 2.5billion, the DAAB shall comprise of three members. For a Contract estimated to cost between PKR1billion and PKR2.5billion, the DAAB may comprise of three members or a sole member. For a Contract estimated to cost less than PKR1billion, a sole member is recommended.]

**Sub-Clause 21.1**

List of proposed members of DAAB

- proposed by Employer

Junaid Khalid

- proposed by Contractor

[to be inserted at the time of signing of the Contract]

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

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

3. \_\_\_\_\_

**Sub-Clause 21.2**

Appointing entity (official) for DAAB members Managing Director Public Procurement Regulatory Authority (PPRA) or Chairman Pakistan Engineering Council (PEC) from the list of PEC approved arbitrators published at its website

## **Sub-Clause 21.6**

Rules of Arbitration: PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive.

The place of Arbitration shall be in the Employer's country: **Islamabad**

[Insert name of city]

## Particular Conditions

### **Part B - Special Provisions**

#### **1.1 Definitions**

##### 1.1.76 "Specification"

Following is added at the end:

"and consists of two parts i.e.,

- i) "Part A - Specific Provisions"; and
- ii) "Part B - Technical Provisions"."

#### **1.2 Interpretation**

"and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).

Sub-paragraph (k) is added:

"(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."

1.5 Priority of Documents The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:

- (a) the 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 Specification Part A - Specific Provisions;
- (h) the Specification Part B - Technical Provisions;
- (i) the Drawings;
- (j) the completed Schedules to Bid including Bill of Quantities;
- (k) the JV Undertaking (if the Contractor is a JV); and
- (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**

In the last line of the 1st paragraph the text "shall be borne by the Employer" is substituted by "shall be reimbursed by the Employer to the Contractor".

#### **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)  
\*[insert Sub-Clause number (not Sub-Clause 3.7 [Agreement or Determination])

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 4th 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, at the option of the Contractor, 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 Contract Data and rated by PACRA/VIS of ratings provided in Table below:

Accepted Contract Amount (In Eq. PKR million)    Minimum Rating of Insurance Companies

Up to 1000    A (+)

1001 to no limit    AA

In case of Joint Venture, the Performance Security shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.

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."

### 4.3 Contractor's Representative

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”. In the 3rd paragraph the words “28 days” are substituted by “14 days”. In 2nd line of 4th paragraph the text “or appoint a replacement” is substituted by “except appointment of a suitable temporary replacement is deployed at the Site”

#### **4.4 Contractor’s Documents**

##### **4.4.2 As-Built Records**

First paragraph is deleted and the text in the last paragraph is substituted with the following:

“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.

The price of such Drawings shall be deemed to be included in the Contract Price.”

Following Sub-Clause is added:

##### **4.4.4 Shop Drawings**

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not 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.

#### **4.8 Health and Safety Obligations**

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

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.

#### **4.20 Progress Reports**

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:

- (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.

#### **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 Personnel**

The existing text is substituted with the following:

“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.”

## **6.8 Contractor’s Superintendence**

Insert at the end of sub-paragraph (a) of this Sub-Clause:

"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"

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

“The Contractor’s authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council.

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

## **6.12 Key Personnel**

The following is inserted at the end of the last paragraph:

“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.”

The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12:

## **6.13 Foreign Personnel**

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 endeavours 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.

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.

#### **6.14 Supply of Foodstuffs**

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.

#### **6.15 Supply of Water**

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.

#### **6.16 Measures against Insect and Pest Nuisance**

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.

#### **6.17 Alcoholic Liquor or Drugs**

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.

#### **6.18 Arms and Ammunition**

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.

#### **6.19 Festivals and Religious Customs**

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

#### **6.20 Funeral Arrangements**

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.

#### **6.21 Forced Labour**

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.

#### **6.22 Child Labour**

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.

#### **6.23 Employment Records of Workers**

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].

#### **6.24 Workers' Organizations**

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 Non-Discrimination and Equal Opportunity**

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. 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 nondiscrimination 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).

#### **6.26 Epidemics**

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 Ownership of Plant and Materials**

The following is added before the first paragraph:

"Except as otherwise provided in the Contract,"

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

"No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:

- (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
- (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 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:

## **7.9 Use of Pakistani Materials and Services**

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

## **8.1 Commencement of Works**

The following is added before the first paragraph:

"After signing of the Contract Agreement by both Parties," and thereafter the word "The" is replaced with the word "the".

## **8.5 Extension of Time for Completion**

The following is added after paragraph (c):

"for last five years".

The following Sub-Clause 8.14 is added after Sub-Clause 8.13:

## **8.14 Incentives For Early Completion**

If Contract Data does not state applicability of incentives for early completion, this Sub-Clause shall not apply.

The Contractor shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to bonus payment if the Works and/or each Section is completed earlier than the Time for Completion for the Works or Section (as the case may be). The amount of bonus for early completion of the Works and/or each Section shall be upto a limit and at a rate to 50% of the relevant limit and rate of delay damages prescribed in Contract Data and shall be paid for every day which shall elapse between the relevant Date of Completion of the Works or Section and the relevant Time for Completion.

For the purposes of calculating any bonus payment, the applicable Time for Completion stated in the Contract Data is fixed and no adjustments of this time by reason of granting an EOT will be allowed.

The following Sub-Clause 11.12 is added after Sub-Clause 11.11:

## **11.12 Supervisory Assistance During DNP**

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.

## **12.2 Method of Measurement**

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

"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".

## **12.3 Valuation of the Works**

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

"Sum of overhead charges and profit for sub-paragraph (a) shall be Twenty Five percent (25%)".

## **13.4 Provisional Sums**

The following paragraph is inserted as the penultimate paragraph:

“The Provisional Sum shall be used to cover the Employer’s share of the DAAB 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 DAAB. The Contractor shall submit the DAAB 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.

### **13.6 Adjustments for Changes in Laws**

The following paragraphs are added at the end of the Sub-Clause:

“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 [Adjustments for Changes in Cost].”

### **14.1 The Contract Price**

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

“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved re-export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not re-exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon re-export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be re-exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to re-exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.”

[The Employer may change or delete this Sub-Clause as per Project requirements]

### **14.2 Advance Payment**

#### **14.2.1 Advance Payment Guarantee**

The entity issuing the Advance Payment Guarantee and its form shall be as under:

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 or (c) an Insurance Company listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR)    Minimum Rating of Insurance Companies

Up to 1000    A (+)

1001 to no limit    AA

In case of Joint Venture, the Advance Payment Guarantee(s) shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.

## **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**

The words “or through crossed cheque in favour of the Contractor or JV partners. The Payment to JV partners shall be made at the request of the Joint Ventures in the ratio of their shares specified by them” are added at the end of the Sub-Clause.

## **14.8 Delayed Payment**

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

The text of 2nd paragraph is deleted and substituted with the following:

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

## **14.9 Release of Retention Money**

The following is added at the end of Sub-Clause 14.9:

“Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a schedule bank selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

## **15.2 Termination for Contractor’s 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”

## **15.4 Payment after Termination**

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

“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.

## **16.2 Termination by Contractor**

### **16.2.1 Notice**

The sub-paragraph (j) is deleted in its entirety.

At the end of sub-paragraph (i) “; or” is replaced with “.” and at the end of sub-paragraph (h) “;” is replaced with “; or”.

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.

## **16.3 Contractor’s Obligations After Termination**

Sub-paragraph (c) is deleted and replaced with:

“(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 [Employer-Supplied Materials and Employer’s Equipment]; and

(d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”

## **17.1 Responsibility for Care of the Works**

After the two instances of “Goods” in the last paragraph, the words “Employer-Supplied Materials and/or Employer’s Equipment” are added.

The following Sub-Clause 17.7 is added after Sub-Clause 17.6:

### **17.7 Use of Employer’s Accommodation/Facilities**

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.

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.

## **18.1 Exceptional Events**

The words “or disorder” are replaced with “disorder or sabotage” in sub-paragraph (c) of the Clause.

## **18.4 Consequences of an Exceptional Event**

The following is added at the end of sub-paragraph (b) after deleting the “.”:

“, including the costs of rectifying or replacing the Works 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 [Insurance to be provided by the Contractor].”

## **18.5 Optional Termination**

In sub-paragraph (c), the words “and necessarily” are added after the words “was reasonably”.

## **19.1 General Requirements**

Following text is added at the end of first paragraph:

“The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer’s consent.”

Following text is added at the end of third paragraph:

“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.”

## **19.2 Insurance to be provided by the Contractor**

### **19.2.5 Injury to employees**

The words “sickness, disease” are deleted in the third line of first paragraph.

The following Sub-Clause is added after Sub-Clause 19.2.6:

### **19.2.7 Insurance Company**

“The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data and rated by PACRA/VISOfrating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA

## **21.6 Arbitration**

The word “international” is deleted in the sixth line of first paragraph. The text of sub-paragraph (a) is substituted with the following:

“the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data;”

The following Clauses are added after Clause 21

## **22 Custom Duty**

[Employer may incorporate provisions where applicable. However, in order to make the bid more balanced, the payment of Customs Duties should be the responsibility of the Employer.]

## **23 Taxes**

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.

## **24 Integrity Part**

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 :

- (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;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants.

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.

**12 Disputes Under DAAB Agreement**

In the first paragraph, third, fourth and fifth line, the text “under the Rules of Arbitration of the International Chamber of Commerce 2017.....shall apply” is substituted with “under the Arbitration Act 1940 by sole arbitrator appointed by the Managing Director Public Procurement Regulatory Authority or Chairman Pakistan Engineering Council.”





Bid Securing Declaration

## FORM OF BID SECURING DECLARATION

Date:

No.:

Alternative No.: **P55454**

To: **NDMA (National Disaster Management Authority (NDMA)), Director Near ITP Office, Main Murree Road, Islamabad Capital Territory**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring agency/Employer during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\*

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

EPADS



Contract Form

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ between **NDMA (National Disaster Management Authority (NDMA)), Director Near ITP Office, Main Murree Road, Islamabad Capital Territory** (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., **Construction of Auditorium Lounge (P55454)** 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 sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor      Signature of Employer

(Seal)      (Seal)

Signed, Sealed and Delivered in the presence of:

Witness      Witness

(Name, Title and Address)      (Name, Title and Address)



# DAAB Agreement

[All italicised text and any text within square brackets (except sub-clause headings) in this form of agreement is for use in preparing the form and should be deleted from the final product].

Name and details of the Contract Construction of Auditorium Lounge

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This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ [month], \_\_\_\_\_ [year], between

Name and contact details of the Employer **NDMA (National Disaster Management Authority (NDMA)),  
Director**

**Near ITP Office, Main Murree Road, Islamabad Capital Territory  
+92-300-500-1238  
latifndma@gmail.com**

Name and contact details of the Contractor \_\_\_\_\_ (name)

\_\_\_\_\_ (address)

\_\_\_\_\_ (telephone)

\_\_\_\_\_ (email / other contact details);

Name and contact details of the DAAB Member \_\_\_\_\_ (name)

\_\_\_\_\_ (address)

\_\_\_\_\_ (telephone)

\_\_\_\_\_ (email / other contact details);

(“DAAB Agreement”)

Whereas:

- A. the Employer and the Contractor have entered (or intend to enter) into the Contract;
- B. under the Contract, the “DAAB” or “Dispute Avoidance/Adjudication Board” means the sole member or three members (as stated in the Contract Data of the Contract) so named in the Contract, or appointed under Sub-Clause 21.1 [Constitution of the DAAB] or Sub-Clause 21.2 [Failure to Appoint DAAB Members] of the Conditions of Contract;
- C. the Employer and the Contractor desire jointly to appoint the above-named DAAB Member to act on the DAAB as:
  - a. the sole member of the DAAB, and where this is the case, all references to the “Other Members” do not apply; or
  - b. one of three members / chairman [delete the one which is not applicable] of the DAAB and, where this is the case, the other two persons are:

\_\_\_\_\_ (name) \_\_\_\_\_ (name)

\_\_\_\_\_ (address) \_\_\_\_\_ (address)

\_\_\_\_\_ (telephone) \_\_\_\_\_ (telephone)

\_\_\_\_\_ (email/ other contact details) \_\_\_\_\_ (email/other contact details)

the “Other Members”; and

D. the DAAB Member accepts this appointment.

**The Employer, Contractor and DAAB Member jointly agree as follows:**

1. The conditions of this DAAB Agreement comprise:

(a) Clause 21 [Disputes and Arbitration] of the Conditions of Contract, and any other provisions of the Contract that are applicable to the DAAB’s Activities; and

(b) the “General Conditions of Dispute Avoidance/Adjudication Agreement”, which is appended to the General Conditions of the “Conditions of Contract for Construction” Second Edition 2017 published by FIDIC (“GCs”), as amended and/or added to by the following provisions.

2. [Details of amendments to the GCs, if any. For example:

In the procedural rules annexed to the GCs, Rule \_ is deleted and replaced by: “ ... “]

3. The DAAB Member shall be paid in accordance with Clause 9 of the GCs. The currency of payment shall be \_\_\_\_\_.

In respect of Sub-Clauses 9.1 and 9.2 of the GCs, the amounts of the DAAB Member’s monthly fee and daily fee shall be:

monthly fee \_\_\_\_\_ per month, and

daily fee of \_\_\_\_\_ per day

(or as otherwise set under Sub-Clause 9.3 of the GCs).

4. In consideration of the above fees, and other payments to be made to the DAAB Member in accordance with the GCs, the DAAB Member undertakes to act as DAAB Member in accordance with the terms of this DAAB Agreement.

5. The Employer and the Contractor shall be jointly and severally liable for the DAAB Member’s fees and other payments to be made to the DAAB Member in accordance with the GCs.

6. This DAAB Agreement shall be governed by the law of \_\_\_\_\_ (if not stated, the law that governs the Contract under Sub-Clause 1.4 of the Conditions of Contract).

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

Print name: \_\_\_\_\_ Print name: \_\_\_\_\_ DAAB Member

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

for and on behalf of the  
Employer for and on behalf of the  
Contractor

in the presence of in the presence of in the presence of

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

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

Address: \_\_\_\_\_ Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

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



# 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)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

WITNESS:

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

Corporate Secretary (Seal)    Corporate Guarantor (Seal)

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

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



# Retention Money Security Demand Guarantee

\_\_\_\_\_ [Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Employer]

**Date:** \_\_\_\_\_ [Insert date of issue]

**RETENTION MONEY GUARANTEE No.:** [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that \_\_\_\_\_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ [insert reference number of the contract] dated \_\_\_\_\_ with the Employer, for the execution of \_\_\_\_\_ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Employer retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [insert amount in figures] () [amount in words] upon receipt by us of the Employer's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Employer's bank stating that the second half of the Retention Money as referred to above has been credited to the contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ [insert name and address of Contractor's bank].

This guarantee shall expire no later than the .... day of ....., 2..., and any demand for payment under it must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[signature(s)]

**Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*



Integrity Pact

## Integrity Pact

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

**Contract**

Number: Contract

Value: Contract Title:

Dated:

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

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

Name of Employer: .....

Signature: .....

[Seal]

Name of Bidder/Contractor: .....

Signature: .....

[Seal]



## Performance Guarantee Form

# FORM OF PERFORMANCE SECURITY

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

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 **NDMA (National Disaster Management Authority (NDMA)), Director Near ITP Office, Main Murree Road, Islamabad Capital Territory** (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 **Construction of Auditorium Lounge (P55454)**  
\_\_\_\_\_ (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/ Insurance Company)

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

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

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

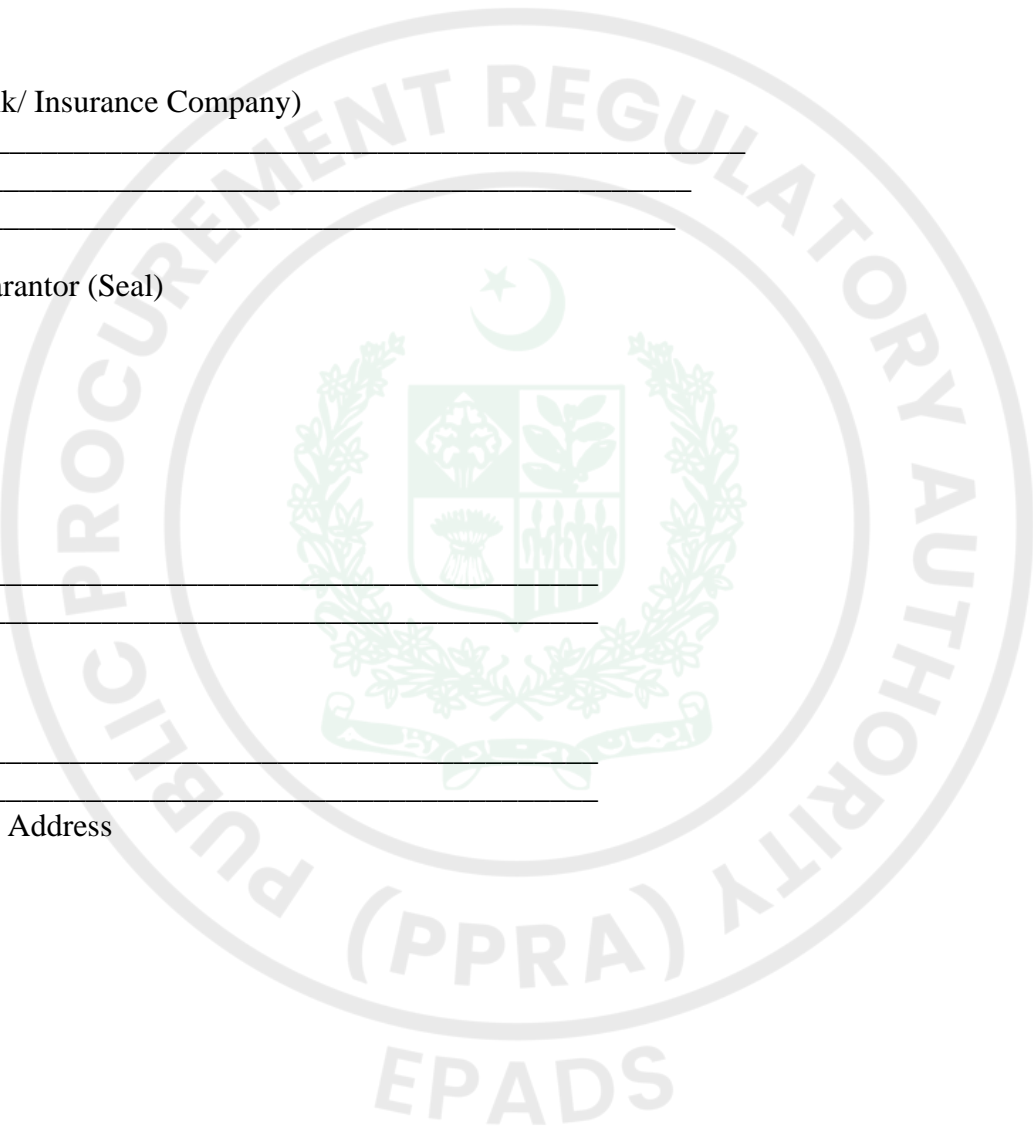
Corporate Guarantor (Seal)

**WITNESS:**

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

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

Name, Title & Address





Annexure

# Bidding Documents

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bidding Documents** (page number: 104)

# BOQ

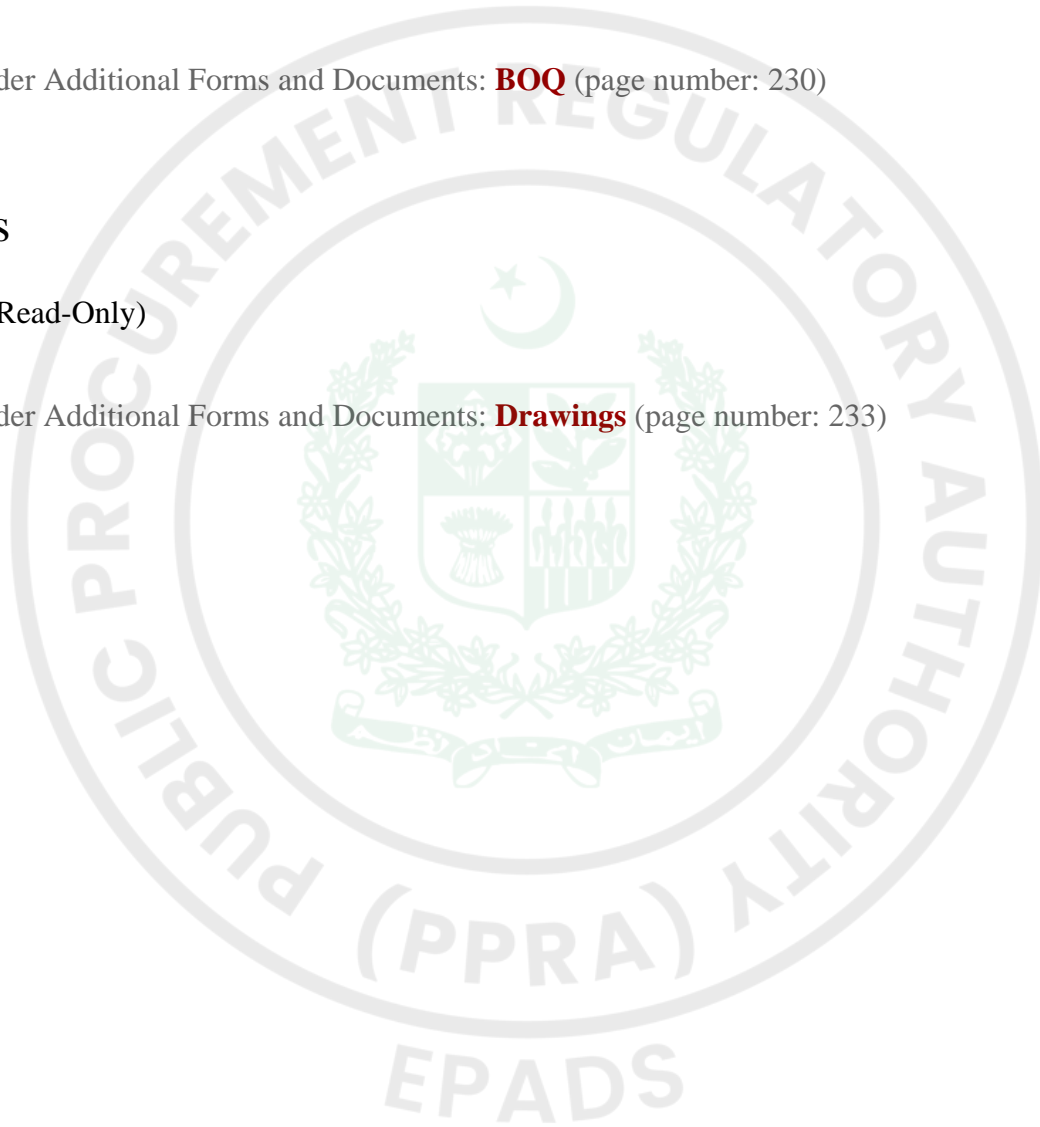
Information (Read-Only)

See Form Under Additional Forms and Documents: **BOQ** (page number: 230)

# Drawings

Information (Read-Only)

See Form Under Additional Forms and Documents: **Drawings** (page number: 233)





## Procurement Forms

## Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 238)

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 244)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 248)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 249)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 250)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 252)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 253)

## Average Annual Turnover

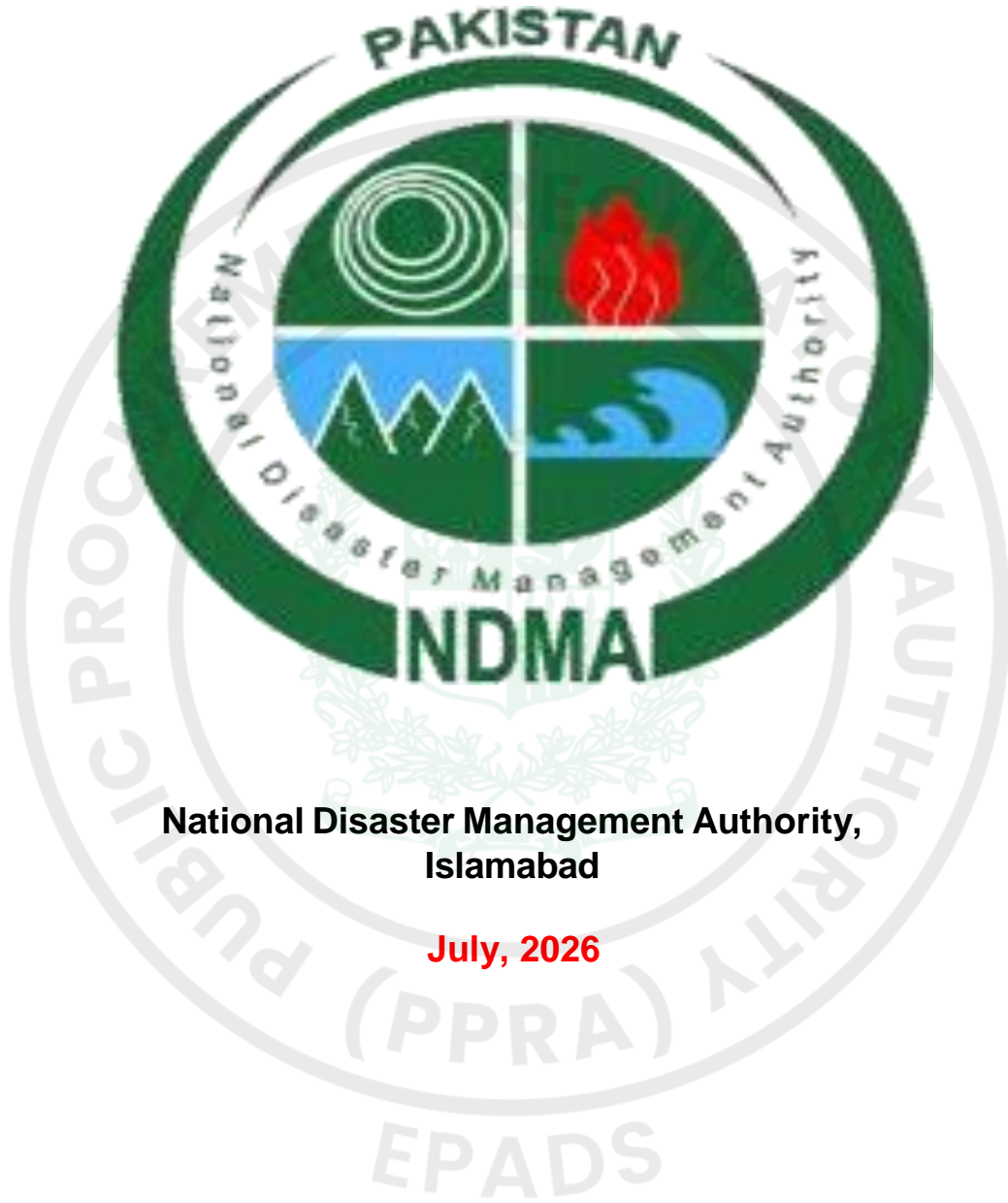
See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 255)





## Additional Forms and Documents

**Construction of Auditorium Lounge  
(National Competitive Bidding)**



**National Disaster Management Authority,  
Islamabad**

**July, 2026**

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## SECTION - I

## INVITATION TO BIDS

**Government of Pakistan  
Prime Minister's Office  
National Disaster Management Authority  
Tender Notice – P55454/2026-27  
Construction of Auditorium Lounge**

Islamabad, the **July, 2026**

1. NDMA invites **e-bids** from eligible Firms duly registered on **e-PADS and PEC** for the **Construction of Auditorium Lounge**.
2. The invitation to bids follows the Tender Notice No. P55454/2026-27 for the subject installation which appeared on the websites of NDMA, EPADS, PPRA's.
3. The bidding shall be conducted in line with the procedure of the Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by PPRA (from time to time), and is open to all potential bidders on e-PADS.
4. All bids must be accompanied by a Bid Security as given in bid-data sheet in form of Pay Order/ Demand Draft. **Moreover, the original bid security along with hardcopy of the bidding documents must be delivered at NDMA Headquarter on or before the bid submission deadline before 1100 hours on 23 July 2026 (Thursday).**
5. All interested bidders are required to register and submit their bids online at <https://eprocure.gov.pk>. The e-bids (or the technical part of the bids, as the case may be) will be opened at 1130 hours on the same day in the presence of bidders' representatives who choose to attend the opening at NDMA Headquarters, Islamabad



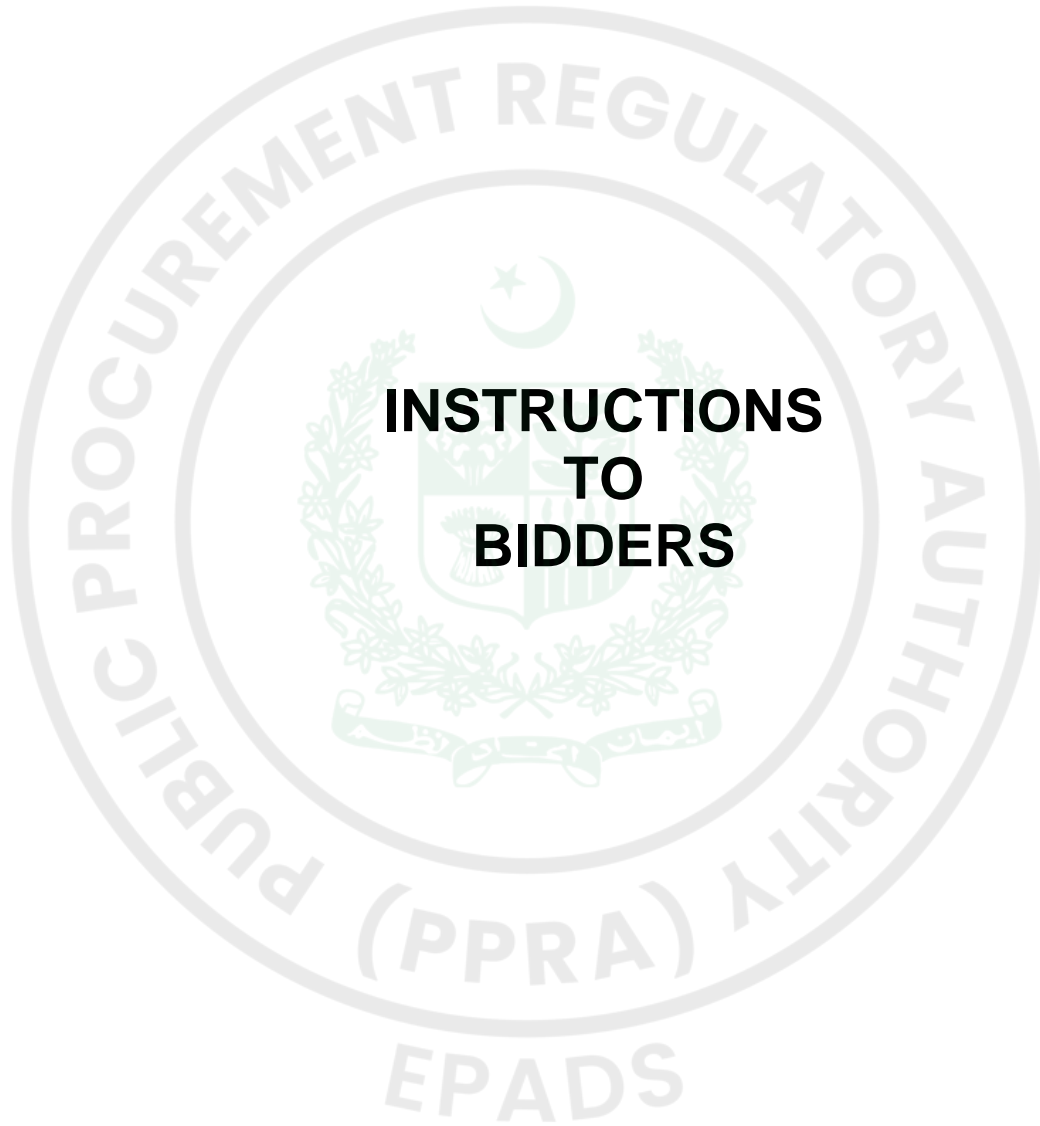
**Government of Pakistan  
Prime Minister's Office  
National Disaster Management Authority  
Islamabad**



**E-BIDDING TENDER NOTICE  
Construction of Auditorium Lounge**

1. National Disaster Management Authority (NDMA), Islamabad intends to invite e-bids from firms /contractor duly registered with PEC for **Construction of Auditorium Lounge**. The firms shall be in Active Taxpayer List (ATL) of the Federal Board of Revenue and duly registered on EPADS. The firm shall be responsible for ensuring, an after-sales service facility for the delivered / installed system at the site location.
2. The interested bidders are required to register and submit their bids online at <https://eprocure.gov.pk>. The electronic bids prepared in accordance with the instructions prescribed in the bidding documents shall be submitted through EPADS on or before 1100 hours dated 23 July, 2026 (Thursday). All bids must be accompanied by a Bid Security as given in bid-data sheet in form of Pay Order/ Demand Draft / Bank Guarantee. Moreover, the original bid security along with hard copy of the bidding documents shall be delivered at the address mentioned below on or before the bid submission deadline i.e. 1100 hours (23 July 2026)
3. Electronic bids will be opened through EPADS at 1130 hours on the same day in the presence of bidders' representatives who chose to attend in the bid opening at NDMA Headquarters Islamabad.

**Director (Procurement)  
National Disaster Management Authority,  
Islamabad Tel: 051-9030857, 051-9030854, 051-9030920**



## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data Sheet hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data Sheet hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

#### IB.2 Source of Funds

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

#### IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
  - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category C5 or above.

#### IB.4 One Bid per Bidder

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

#### IB.5 Cost of Bidding

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

## **IB.6 Site Visit**

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

## **B. BIDDING DOCUMENTS**

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

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
1. Instructions to Bidders.
  2. Bidding Data Sheet.
  3. General Conditions of Contract, Part-I(GCC).
  4. Particular Conditions of Contract, Part-II(PCC).
  5. Specifications – Special Provisions.
  6. Specifications – Technical Provisions.
  7. Form of Bid & Appendices to Bid.
  8. Bill of Quantities (Appendix-D to Bid).
  9. Form of Bid Security.
  10. Form of Contract Agreement.
  11. Forms of Performance Security and Mobilization Advance Guarantee/Bond and Form of Indemnity Bond for Secured Advance
  12. Drawings.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

**IB.8 Clarification of Bidding Documents**

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

**IB.9 Amendment of Bidding Documents**

- 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 pursuant to IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

**C. PREPARATION OF BIDS****IB.10 Language of Bid**

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data Sheet and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

**IB.11 Documents Comprising the Bid**

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 A & B.

**ITB-4**

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

- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
- (b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
- (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

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

**IB.12 Bid Prices**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

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- 12.2 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.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.  
Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.
- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix C to Bid and shall submit with the bids such other supporting information as required under the said clause.

#### **IB.13 Currencies of Bid and Payment**

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT & OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

#### **IB.14 Bid Validity**

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

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

**IB.15 Bid Security**

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid except as provided in IB 22.1;
  - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 27.2 hereof; or
  - (c) In the case of successful bidder, if he fails within the specified time limit to:
    - (i) Furnish the required Performance Security;
    - (ii) Sign the Contract Agreement, or
    - (iii) Furnish the required JV agreement within 7 days of the receipt of letter

of acceptance.

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**IB.16 Alternate Proposals by Bidder**

- 16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Letter of Price Bid shall be that which represents complete compliance with the Bidding Documents. The technical details and financial implication involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

**IB.17 Pre-Bid Meeting**

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than three (03) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.

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- 18.3 No alteration is to be not made in the Letters of Price and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unnamed printed literature, shall be signed or initialed by the person signing the bid.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

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

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

19.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof.
- (c) The technical bid should comprise of documents listed in IB11.1 (A) & the price bid should comprise of documents listed in IB 11.1 (B) which shall be placed in separate envelopes in accordance with IB 11.1.

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19.2 The inner and outer envelopes shall:

- (a) Be addressed to the Employer at the address provided in the Bidding Data Sheet;
- (b) Bear the name and identification number of the contract as defined in the Bidding Data Sheet; and
- (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data Sheet.

19.3 In addition to the identification required in IB 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

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

- 20.1
- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data Sheet.
  - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
  - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

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. (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.

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- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

### **IB.22 Modification, Substitution and Withdrawal of Bids**

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

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

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

- 23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders` designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution 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

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Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

- 23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or 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.
- 23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- i) the name of the Bidder;
  - ii) whether there is a modification or substitution;
  - iii) the presence of a Bid Security, if required; and
  - iv) Any other details as the Employer may consider appropriate.

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

### Preliminary Examination of Technical Bids

- 23.6 a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further evaluation.
- b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids.
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- 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.
- 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.
- 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.
- 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. No Bid shall be rejected at the opening of Price Bids.

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

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

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten 10 days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report. However mere fact of lodging a complaint shall not warrant suspension of the procurement process.

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#### **IB.25 Clarification of Bids**

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

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

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35 and (v)

conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.

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

#### **IB.27 Correction of Errors**

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

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

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- 27.2 The amount stated in the Letter of Price Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with IB.15.6 (b) hereof.

#### **IB.28 Evaluation and Comparison of Bids**

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

- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) Making any correction for errors pursuant to Clause IB.27;
- (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and

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

28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

## **F. AWARD OF CONTRACT**

### **IB.29 Award**

29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB 29.2.

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

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

### **IB.30 Employer's Right to accept any Bid and to reject any or all Bids**

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

### **IB.31 Notification of Award**

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

### **IB.32 Performance Security**

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data Sheet and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.

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- 32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

### **IB.33 Signing of Contract Agreement**

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

### **IB. 34 General Performance of the Bidders**

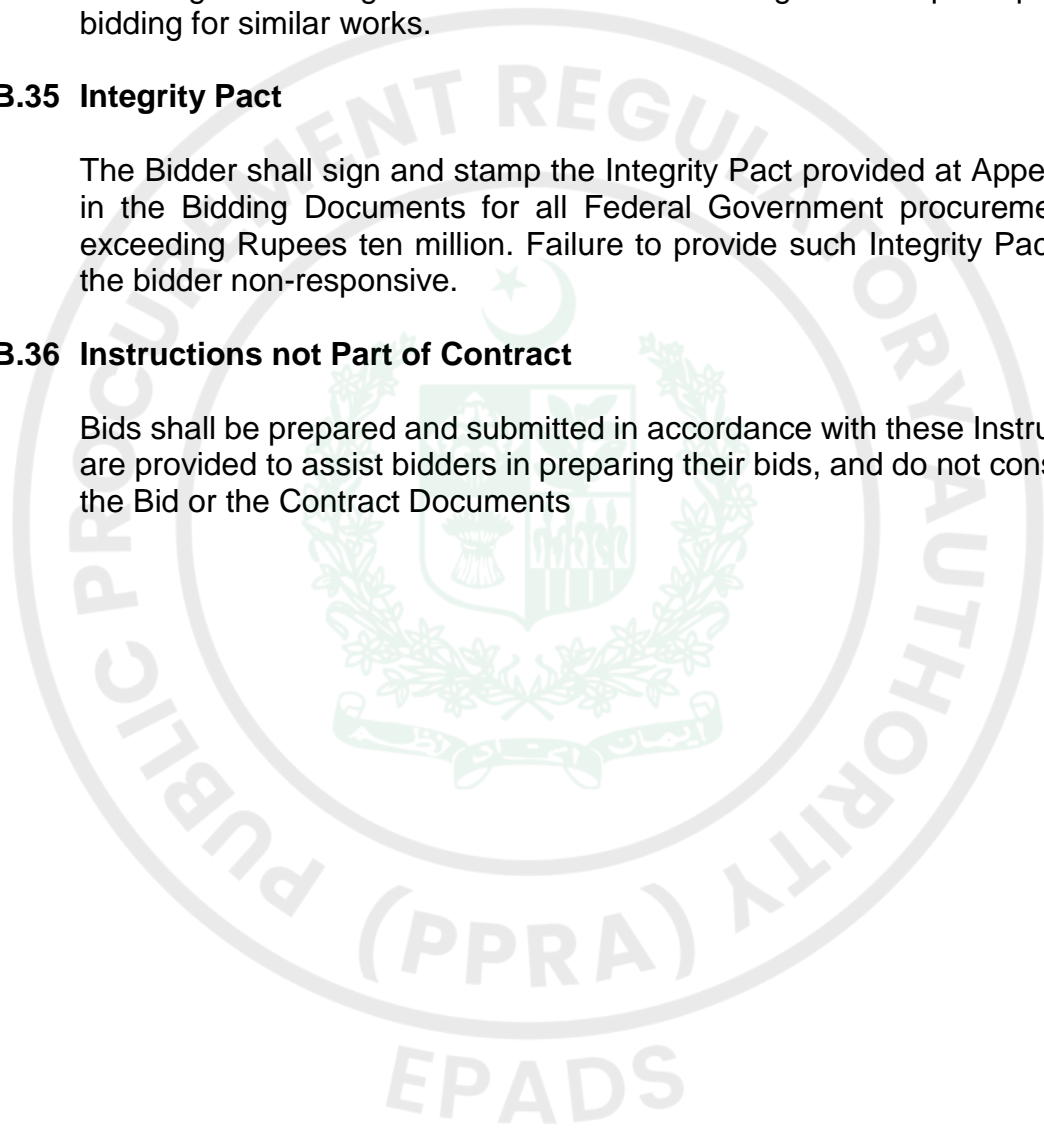
The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interlaid, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

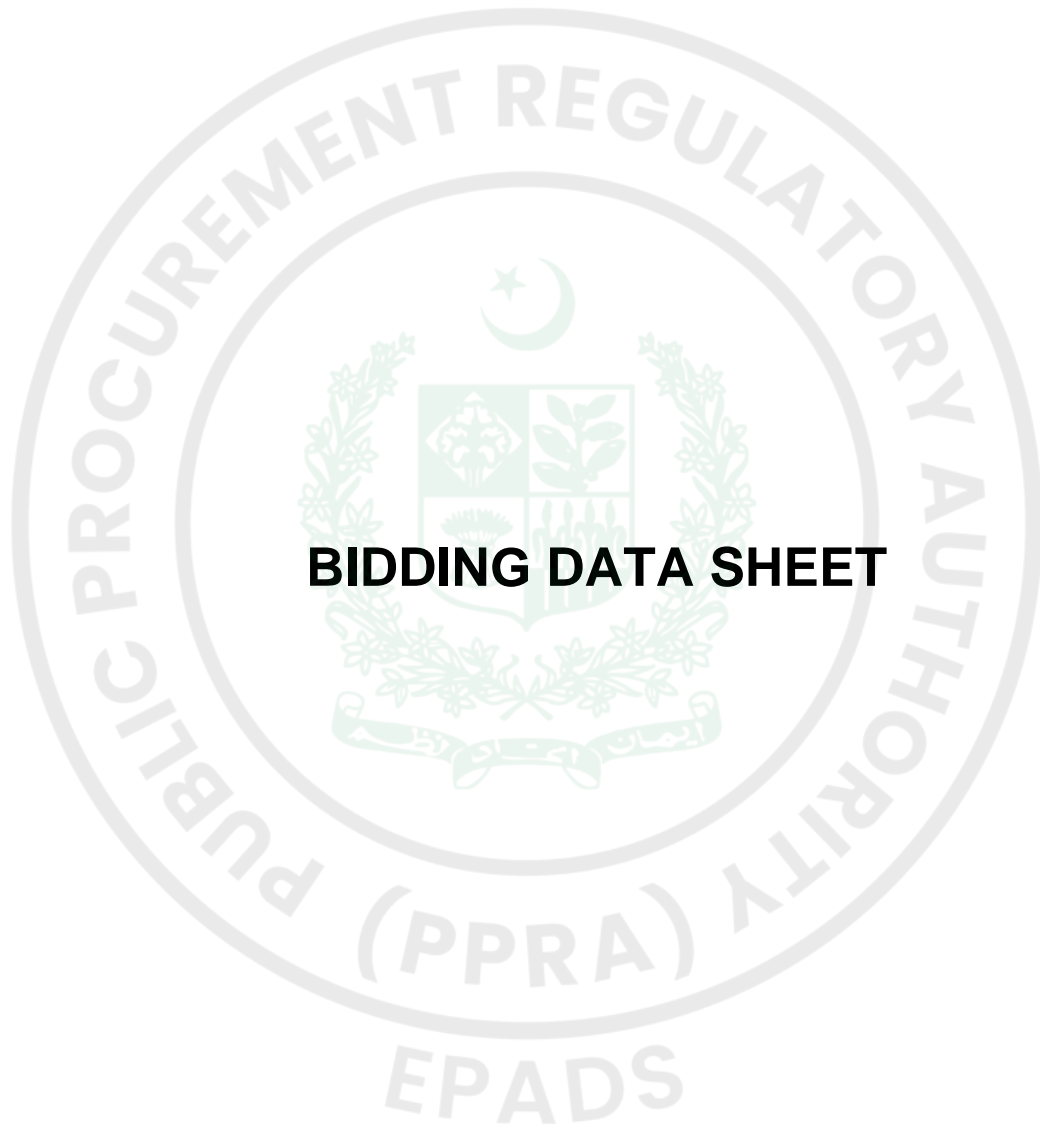
### **IB.35 Integrity Pact**

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

### **IB.36 Instructions not Part of Contract**

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





**BIDDING DATA SHEET**

### Bidding Data Sheet

The following specific data for the Works to be bid 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.

**1.1 Name and address of the Employer:**

***Project Director/ NDMA***

*NDMA HQ, Near ITP office Murree Road, Islamabad.*

**1.2 Name of the Project & Summary of the Works:**

***Project: Construction of Auditorium Lounge.***

***Summary of the Works:***

*Construction of Sate of the Art prefab temporary structure Lounge as specified in the drawings*

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

*Departmental Fund*

**2.2 Amount and type of financing:**

*Local*

**3.1 Eligible Bidders**

- a. *Duly licensed by Pakistan Engineering Council (PEC) in the category C5 & above with specialization code CE10, BC 01, EE02.*

**8.1 Time limit for clarification:**

*Minimum number of days to seek clarification by the prospective bidder may be inserted as three (03) Months.*

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**10.1 Bid language:**

*English should be used in bidding.*

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

- (a) Letter of Technical Bid
- (b) Bid Security (IB.15)
- (c) Written confirmation authorizing the signatory

of the Bid to commit the Bidder (IB.18.5)

- 1) Proof of the registration of firm with PEC
  - 2) Proof of the registration of firm with Income Tax and Sales Tax.
  - 3) Active Taxpayer List (ATL) certificate /proof.
  - 4) An Affidavit on Rs. 100/- stamp paper duly attested by Notary Public, that the firm is not blacklisted by the government/ semi government department as per specimen attached.
  - 5) An Affidavit on Rs. 100/- stamp paper duly attested by Notary public, that the firm will provide original/ genuine and brand-new products and not the substandard, poor quality, fake/ counterfeited products / items. Undertaking that firm will provide after sale service for a period of one year.
- (d) Pending litigation information
- (e) Special Stipulations (as filled by the Employer) (appendix –A)
- (f) Proposed Construction Schedule (appendix –E)
- (g) Method of Performing the Work (appendix –F)
- (h) Availability of Critical Equipment (appendix –G)
- (i) Construction Camp and Housing Facilities (appendix –H)
- (j) Organization Chart for Supervisory Staff (appendix –K)
- (k) Integrity Pact (appendix –L)
- (l) Financial Competence and Access to financial Resources (appendix –M)
- (m) Past Performance, Current Commitment, Qualification and Experience (appendix –N)

### Supporting Documents

- 1) Company registered office including manpower and outlets details.
- 2) Proof of authorized dealership / distributor where applicable.
- 3) List of previous clients showing relevant experience and satisfactory report (completion certificate/ purchase orders etc.).
- 4) Bank statement for the past two years showing healthy financial transaction. v. Last Three Financial Years Audit Report verified by Chartered Accountant Firm
- 5) Bidders unable to fulfill the above-mentioned mandatory documents and failure to provide the supporting documents shall be treated as technically disqualified and will not be considered for further evaluation.

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

- (a) Letter of Price Bid
- (b) Bill of Quantities (appendix –D)
- (c) Estimated Progress Payments (appendix –J)

### 12.5 Discount Offered by the Bidder

***Any discount offered by the Bidder on its quoted prices, shall only be considered if such discount is either shown on the duly filled-in, signed and***

***stamped Form of Bid or on the Summary Page of the Priced Bill of Quantities (BOQ). In case of any discrepancy or difference in the rate or amount of discount mentioned on the Form of Bid (as duly filled-in and signed), and on the Summary Page of the Prices BOQ, the discount shown on the Priced BOQ shall prevail.***

***Discount, if offered, through a separate letter of discount submitted with the Bid, will not be entertained and shall be considered null & void.***

BDS-3

13.1 *Delete the text of Sub-clause 13.1 and replace with the text; “Bidders are required to quote entirely in Pak. Rupees”.*

14.1 **Period of Bid Validity:**

***90 days.***

15.1 **Amount of Bid Security:**

***PKR (401,556) Four Hundred One Thousands Five Hundred Fifty Six only in form of Pay order/ demand draft / Bank Guarantee in favour of Director (Procurement), NDMA. NDMA FTN number is 9011104-4***

15.2 **Bid Security:**

***The bid security shall be, at the option of the bidder, in the form of deposit at Call or a Bank Guarantee issued by a scheduled Bank in Pakistan or an insurance company at least AA rating from PACRA/ JCR in favour of Employer valid for a period 28 days beyond the Bid Validity date.***

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

*N/A*

17.2 *N/A*

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

*The bids must be submitted online on EPADs*

*One original and one copies*

*There shall be no discrepancy between ORIGINAL & COPY*

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

***Office of Project Director, NDMA HQ, Near ITP Office Murree Road, Islamabad.***

19.2(b) **Name and Number of the Contract:**

## Construction of Auditorium Lounge

### 20.1(a) Deadline for submission of bids:

*Deadline for Submission of bid 23 July 2023 at 11:0 hours, in case of any change the same shall be intimated through invitation letter/notice.*

**BDS-4**

### 23.1 Venue, time, and date of Bid opening:

*Venue: Office of the Project Director, NDMA HQ, Near ITP Office Murree Road, Islamabad.*

*Date & Time: 23 July 2026 at 1130 hours*

### 29. Award:

*In addition to the provisions of Sub-clause 29.2, the criteria given in clause IB-11 will be applied for award. Further, the scope of project may be reduced or increases keeping in view the availability of funds.*

### 32.1 Standard form and amount of Performance Security acceptable to the Employer:

The successful bidder shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the successful bidder within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an insurance company having at least AA rating from PACRA/JCR from its office situated in Islamabad.





**Letters of Technical Bid/ Price Bid, and  
Appendices to Bid**

## Letter of Technical Bid

Date: .....

Bid Reference No: **Construction of Auditorium Lounge.**

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of ..... days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable) .

- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name .....

In the capacity of .....

Signed .....

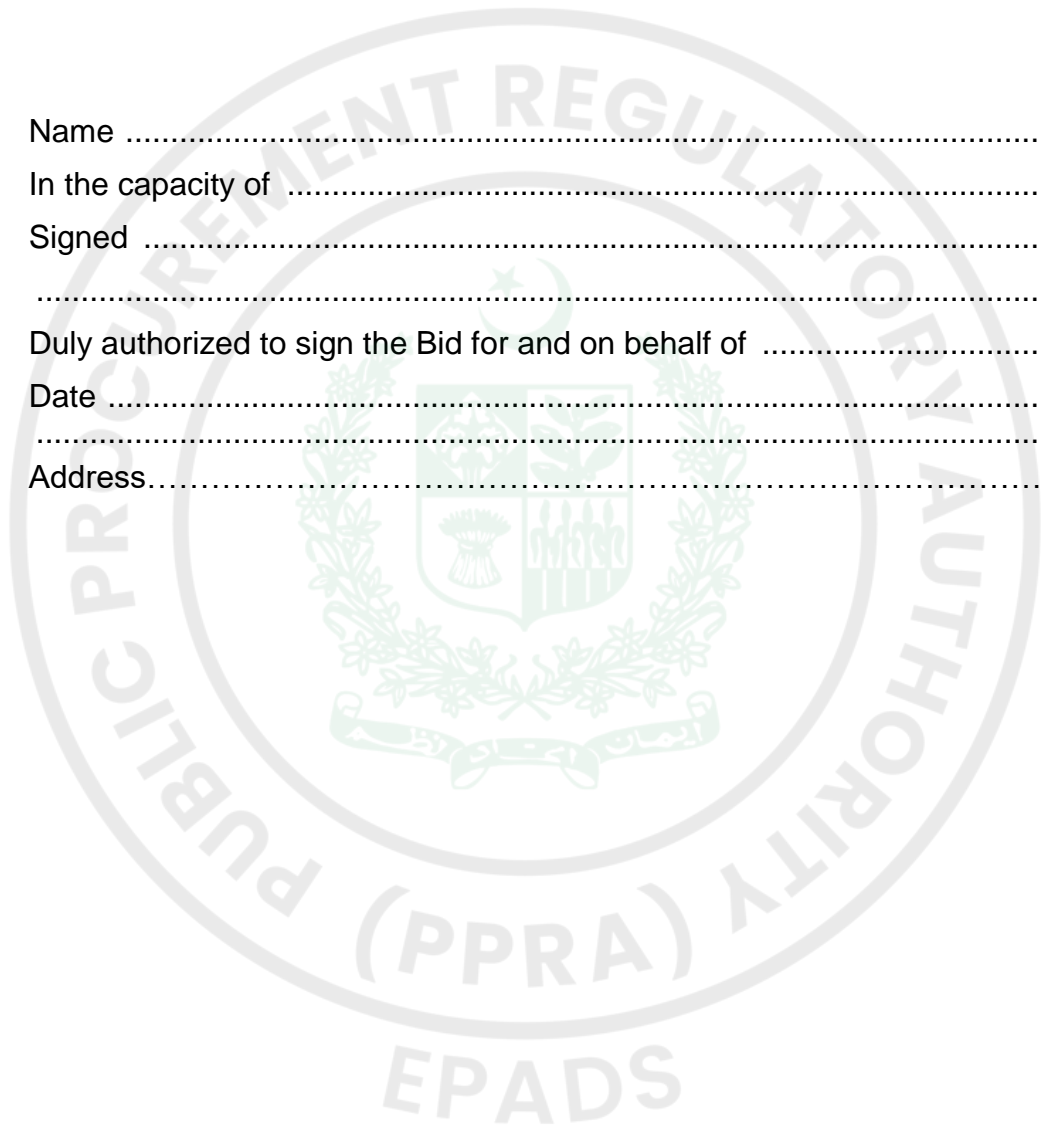
.....

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

Date .....

.....

Address.....



## Letter of Price Bid

Date: .....

Bid Reference No: **Construction of Auditorium Lounge**

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
- (c) The discounts offered and the methodology for their application are:
- (d) Our Bid shall be valid for a period of ..... days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name .....

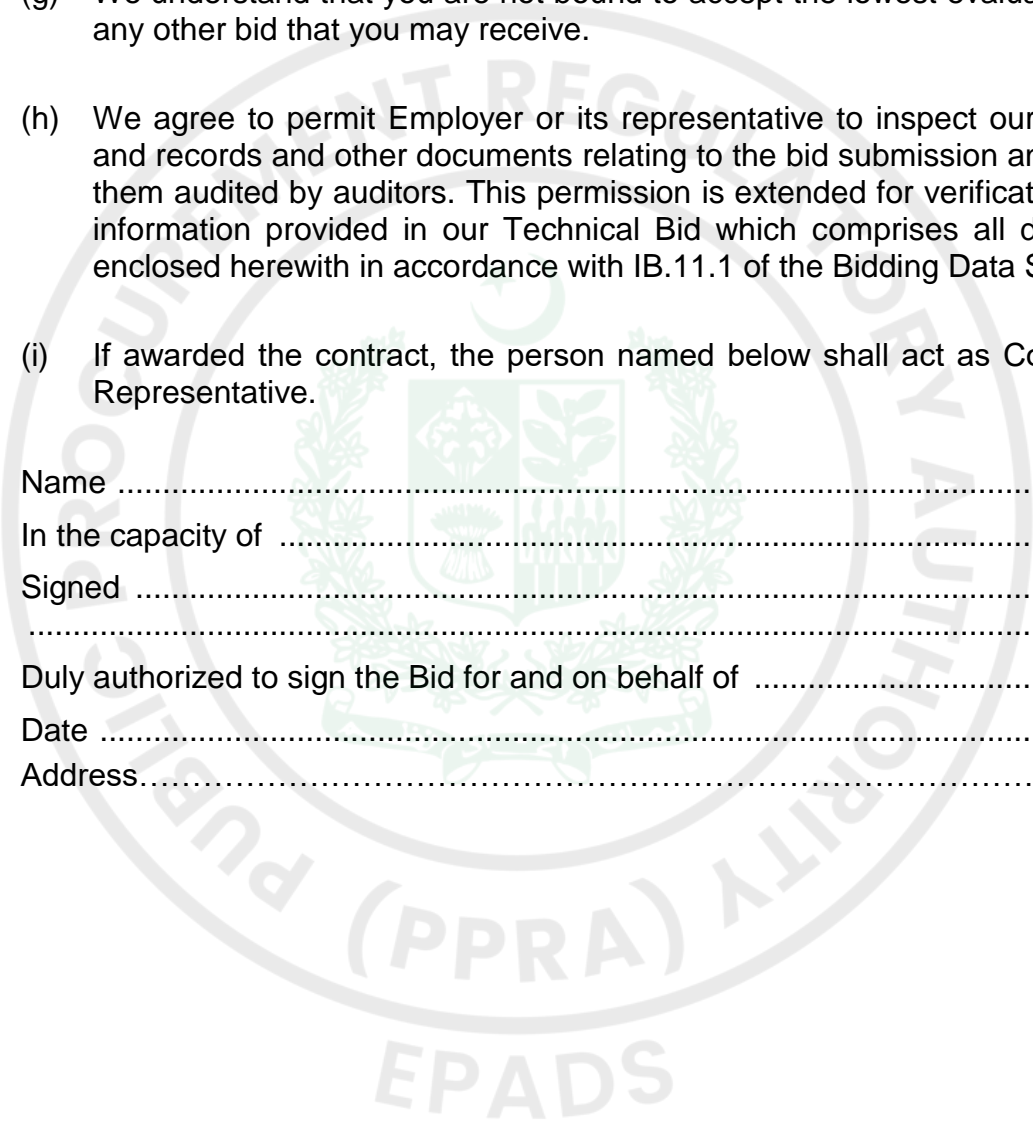
In the capacity of .....

Signed .....

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

Date .....

Address.....



**Appendix-A to Bid: Special Stipulations**  
**Clause**  
**Conditions of Contract**

1.	Engineer's Authority to issue Variation in emergency	2.1	15% of the Contract Price stated in the Letter of Acceptance.
2.	Law applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Programme	14.1	Within 15 days from the date of receipt of Letter of Acceptance.
5.	Minimum amount of Third Party Insurance	23.2	Rs.30,000 per occurrence with number of occurrences unlimited.
6.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
7.	Time for Completion	43.1, 48.2	90 days (3 months) from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of interim Liquidated Damages	47.3	Half of provision of clause 47.1
9.	Defects Liability Period	49.1	365 Days from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	5 % of the amount of Interim Payment Certificate.
11.	Limit of Retention Money	60.2	5 % of Contract Price stated in the Letter of Acceptance.
12.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. 5.00 Million
13.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	15 days
14.	Mobilization Advance	60.12	15 % of Contract Price as stated in the Letter of Acceptance.

**Appendix-B to Bid: Foreign Currency Requirements**

**NOT USED**



**Appendix-C to Bid: Price Adjustment under Clause 70 of Conditions of Contract**

**Not Applicable/ Clause Deleted**



## **Appendix-D to Bid: Bill of Quantities**

### **A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix in accordance with provisions of the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

**BILL OF QUANTITIES****B. Work Items**

- The Bill of Quantities contains the following Bills and Schedule:

## Summary Bill of Quantities

S.N	DESCRIPTION	BOQ Amount(Rs.)
A	<b>AUDITORIUM LOUNGE</b>	
A-1	<b>Steel Structure</b>	
A-2	<b>Civil Work</b>	
A-3	<b>Furniture</b>	
A-4	<b>Electrical Work Complete</b>	
A-5	<b>Horticulture</b>	
A-6	<b>LCD</b>	
A-7	<b>AC</b>	
<b>Total Amount (Rupees)</b>		

- Bidders shall price the Bill of Quantities in Pakistani Rupees only.

### **Appendix-E to Bid: Proposed Construction Schedule**

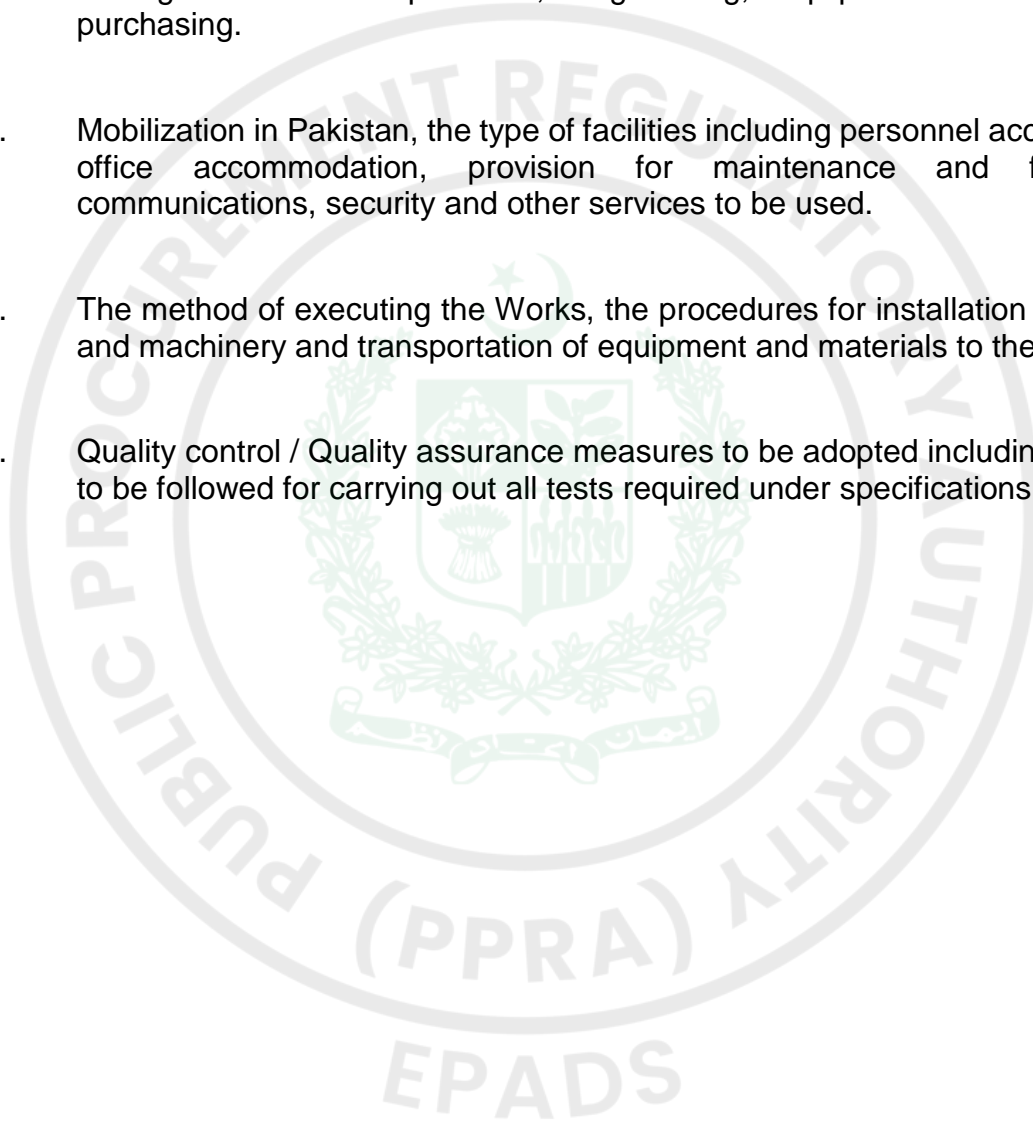
Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed program for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

<b><u>Description</u></b>	<b><u>Time for Completion</u></b>
a) Whole Works	<u>90</u> days
b) Part-A (Civil Work)	<u>                    </u> days (If applicable)
c) Part-B (Plumbing Work)	<u>                    </u> days (If applicable)
d) Part-C (Electrical Work)	<u>                    </u> days (If applicable)
e) Part-D (External Work)	<u>                    </u> days (If applicable)

**Appendix-F to Bid: Method of Performing the Work**

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.
4. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.



**Appendix-G to Bid: List of Major Equipment – Related Items**

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

**LIST OF MAJOR EQUIPMENT**

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

**Equipment:**

The bidder shall plan the concrete work using batching plant. The Bidder must demonstrate that it has the batching plant which shall be made available at project site. The bidder must demonstrate that it has the key equipment listed hereafter:

No.	PLANT/EQUIPMENT				
	Equipment Type and Characteristics	Total Nos. available	Under Utilization on other projects, if applicable	Nos. waiting to be shifted to new project(s)	Min. Number Required for this Project
1					
2					
3					
4					
5					
6					

**Appendix-H to Bid: Construction Camp and Housing Facilities**

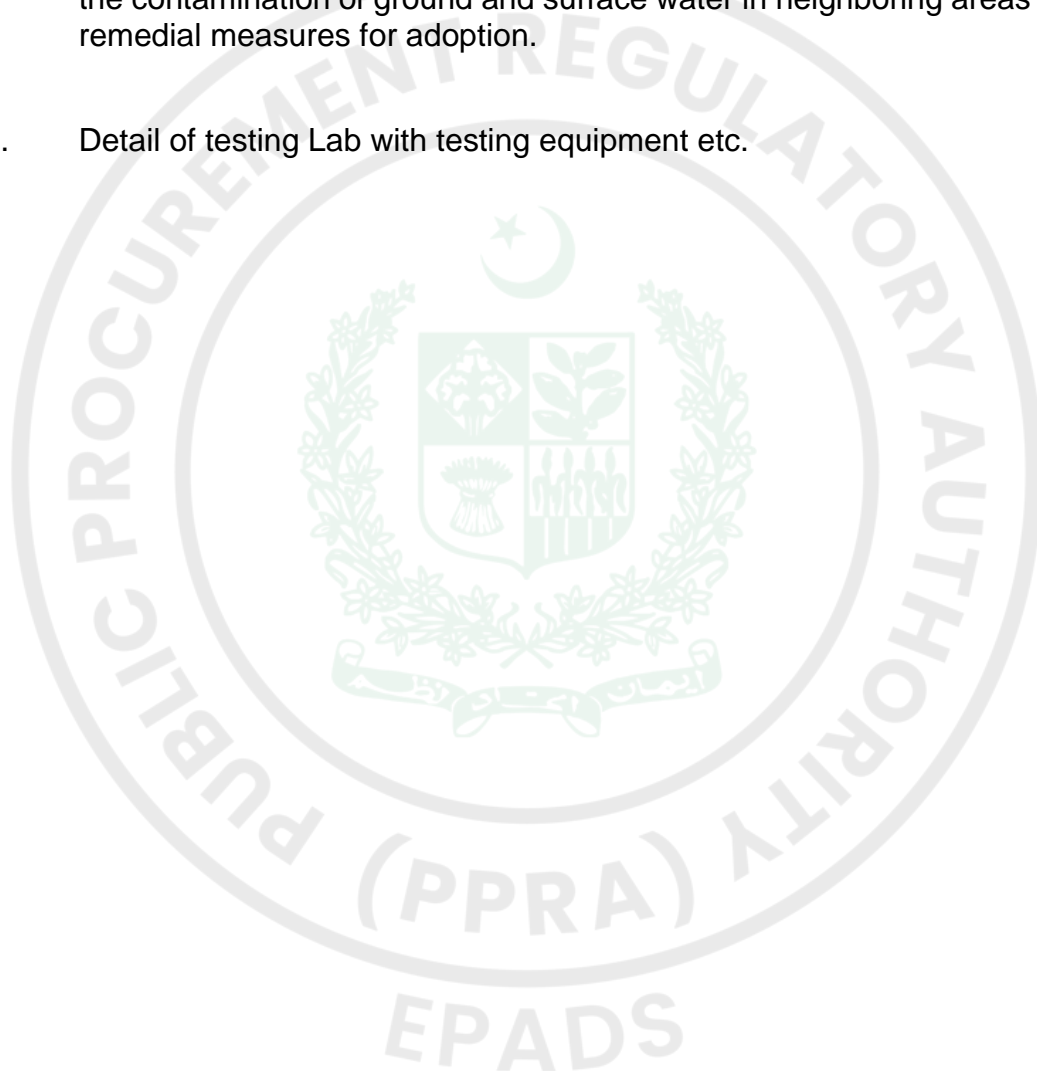
The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

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

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

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

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



**Appendix-I to Bid: List of Subcontractors**

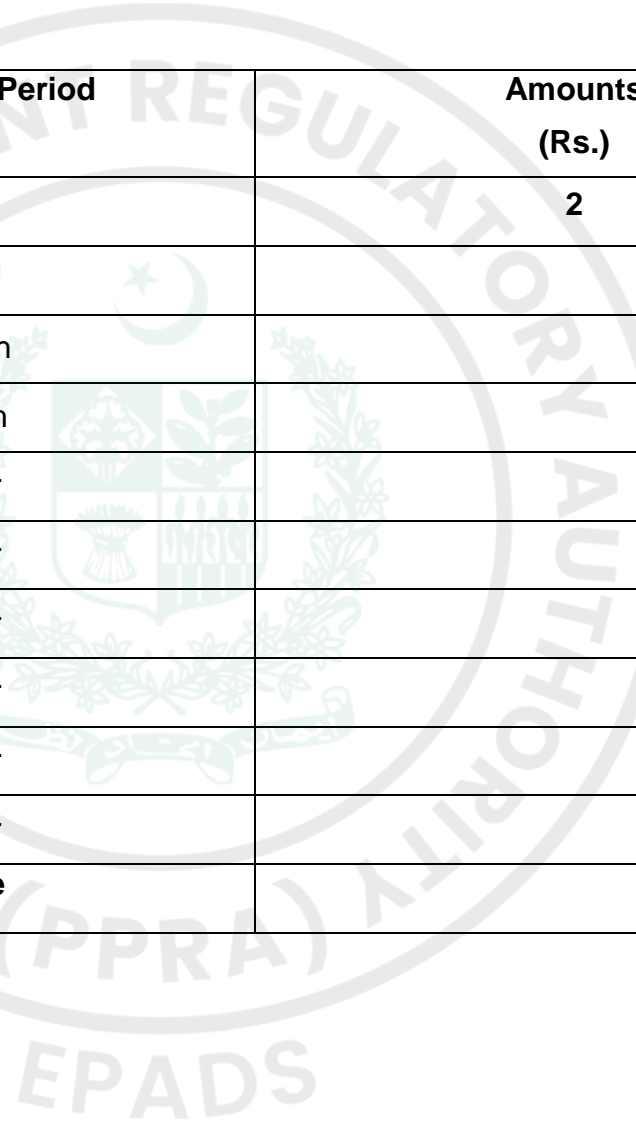
**Not Applicable**



**ESTIMATED PROGRESS PAYMENTS**

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

Quarter/ Year/ Period	Amounts (Rs.)
1	2
1st Month	
2 <sup>nd</sup> Month	
3 <sup>rd</sup> Month	
.....	
.....	
.....	
.....	
.....	
.....	
<b>Bid Price</b>	



**Appendix-K to Bid: Organization Chart for the Supervisory Staff and Labour**



**Appendix-L to Bid: Integrity Pact**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Employer: .....  
Signature: .....

Name of Contractor: .....  
Signature: .....

[Seal]

[Seal]

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## **Appendix-M to Bid: Financial Competence and Access to Financial Resources**

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

### **1. SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES:**

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

$[5 \times \text{working capital} + \text{Project specific lines of credit}^* - 40\% \text{ of current contract commitments}] \geq \text{Bid price.}$

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

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

### **2. AVERAGE ANNUAL CONSTRUCTION TURNOVER**

<b>Criteria</b>	<b>Bidders’ to list their certified yearly turnover for last 3 years</b>
Minimum average annual construction turnover of Pak Rupees 100 Million. Calculated as total certified payments received for contracts in progress or completed, within the last 2 years.	

**Appendix-N to Bid: Past Performance, Current Commitment, Qualification And Experience**

**1) General Construction Experience**

Requirement	Bidder to Provide details	Role
Fast track working (90 days > PKRs 100 Million) experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 years prior to the bid submission deadline.		

**2) Contracts of Similar Size and Nature**

Requirement	Bidder to provide specific details	Role
Participation as contractor, management contractor, or subcontractor, in at least one (1) Contract within the last 3 years, with a value of at least Rs. 100 Million that has been successfully or is substantially completed on fast track basis and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as indicated in these Bidding Documents.		

**3) Personnel**

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

4							
5							

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

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**Appendix-N to Bid**

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

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

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

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

Table A:-

Contractor's Category	Limit of Construction Cost of Project (Million rupees )	Average annual value of work for last 3 years (million rupees)	Largest project value during last 5 years (Million rupees)	Paid up capital or net/capital worth (million rupees)	Minimum requirement of professional credit points (PCP credit)
C-5	Up to 50	10	20	5	15

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

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### Appendix - O to Bid: List of Approved Manufacturers

(The manufacturer references provided here below are indicative of minimum quality and specifications required for such materials. Any other manufacturer items having at least the same quality and specifications are acceptable subject to the approval of the Employer/Engineer).

The Contractor should note that only material from those manufacturers specified in the list of approved manufacturers shall be allowed to be used on this Project. The Contractor shall submit literature/catalogue/samples etc. of all the items from each of the specified manufacturer to the Engineer who shall then decide and approve the sample and the manufacturer. Where the item involves any finishes such as paints, external coating, etc. The Contractor shall erect mock-up samples of the specified manufacturers for the selection and approval of the Engineer.

The responsibility lies with the Contractor for establishing the genuineness of any material/product/item for its make and origin as specified below:-

Sr.No.	Item	Manufacturer(s) / Supplier(s)	
<b><u>CIVIL WORKS</u></b>			
1.	Sand	Lawarancepur	
2.	Crushed Stone / Aggregate	Margalla	
3.	PCC Blocks	Source as approved by the "Engineer".	
4.	Steel Reinforcement	The Contractor must provide a certification from the concerned Steel Mill that the steel reinforcement has been manufactured from Pakistan Steel Mill Billet and should conform to the Technical Specifications.	
5.	Paints & Varnish	i.	ICI Dulux
		ii.	Burger Robbialac
6.	Hardware Stays and Handles	i.	Pistol
		ii.	Sitara
		iii.	Milas

7.	Glass for Doors and Windows		Ghani or best quality locally available as approved by the Engineer.
8.	False Ceiling		DONG FENG BOARD (DFB Gypsum) or Approved Equivalent.
9.	Porcelain / Ceramic Tiles		Master, Sonex
10.	Vitrified Tiles		National Tiles or as approved by the Engineer.
15	Aluminum		Pakistan Cables, Chawla, Prime aluminum
16	Terrazzo Tile		Texila Terrazzo Tile or Equivalent

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Sr.No.	Item		Manufacturer(s) / Supplier(s)
<b><u>PLUMBING WORKS</u></b>			
1.	G.I PIPES	i. ii.	ILL Jamal
2.	Pipes and Fitting in Polypropylene Random (PPR)	i. ii.	Dadex (Polydex), Beta
3.	G.I Pipes (Specials)	i. ii.	HE China TG China
4.	Gate Valves and Sluice Valves	i. ii.	Anwar Mughal
5.	Cast Iron (Spun) Pipes & Fittings and Fixtures	i. ii.	Alpine Teepu
6.	Asbestos Pipe	i. ii.	Dadex Ravi
7.	UPVC Pipes and Fittings	i. ii.	Dadex, Beta
8.	RCC Pipes		As per Technical Specifications and as approved by the Engineer.
9.	Fire Extinguishers	i.	Haseen Habib (Pvt) Ltd. or approved equivalent.
10.	Sanitary Fixtures	i. ii. iii.	Porta Forte ICL

Letters of Technical/ Price Bid & Appendices to Bid

11.	Sanitary Fitting	i. ii..	Sonex Master
12.	Pumps	i. ii.	KSB HMA



Sr.No.	Item	Manufacturer(s) / Supplier(s)	
<b>ELECTRICAL WORKS</b>			
1.	Light Fixture	i. ii. iii.	Philips Paklite Sun Light
2.	Cables and Wires	i. ii. iii.	Pakistan Cables Newage Cables Fast Cables
3.	PVC Conduit Accessories	i. ii.	Dadex Beta
4.	Steel Conduit & Accessories	i. ii. iii.	Hilal Industries IIL Victory
5	Fans	i. ii. iii..	Pak Yunas Asia
6	MCCB, MCB's	i. ii. iii. iv. v. vi. vii. viii.	Fuji (Japan) Marlin Gerlin (France) Mitsubishi (Japan) Bosch (Germany) Legrand (France) Siemens (Germany) Teraski (Japan) Hager (France)
7	Distribution Boards, Main and Sub-Main Panel Boards	i. ii. iii. iv. v. vi. vii. viii. ix. x.	Elmetec Techman ITC Electrech JEI Fico PEL Siemens Alsthom Electromech
8	Switches, Sockets etc.	i. ii. iii. iv.	Bosch Legrand Clipsal PPI

9	Back Boxes, Pull Boxes etc.	i. ii. iii. iv.	Bosch Beta Legrand Clipsal
10	Telephone Cables	i. ii. iii. iv. v. vi. vii.	Siemens Germany Pakistan Cables Limited Newage Cables Comscope USA 3M Fast Cables Pioneer Cables
11	Telephone Junction Boxes	i. ii. iii. iv. v.	EES Techman Libra JEI Electrech
12	Generator Set	i. ii. iii. iv. v.	Caterpillar Siemens Perkins Greaves F.G Wilson
13	Transformers	i. ii. iii.	Siemens Climax PEL
14	Coaxial Cables	i. ii. iii. iv. v. vi. vii.	Pakistan Cables Comscope Newage Fast Cables Pioneer Cables 3M Siemens

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

\_\_\_\_\_

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

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



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

**BID SECURITY**  
**(Bank Guarantee)**

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

(Date)

Name of Surety (Bank) with Address:

(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address

Penal Sum of Security Rupees . \_\_\_\_\_ (Rs.

\_\_\_\_\_ )

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

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

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

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

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with

the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper 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.

**F-2**

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

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

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

SURETY (Bank)

WITNESS:

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

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

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

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

Guarantee  
 Executed on  
 Expiry date

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

[Letter by the Guarantor to the Employer]

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

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

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

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

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (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 49, Defects Liability, of Conditions of Contract are fulfilled.

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

**F-4**

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

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

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

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

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ between \_\_\_\_\_ (hereafter called the "Employer") of the one part and \_\_\_\_\_ (hereafter 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 witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda / Clarification as agreed or otherwise, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract, viz:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Particular Conditions of Contract – Part II;
  - (f) The General Conditions – Part I;
  - (g) The priced Bill of Quantities (Appendix-D to Bid);
  - (h) The completed Appendices to Bid (B, C, E to O);
  - (i) The Drawings;
  - (j) The Specifications.
  - (k) \_\_\_\_\_ (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

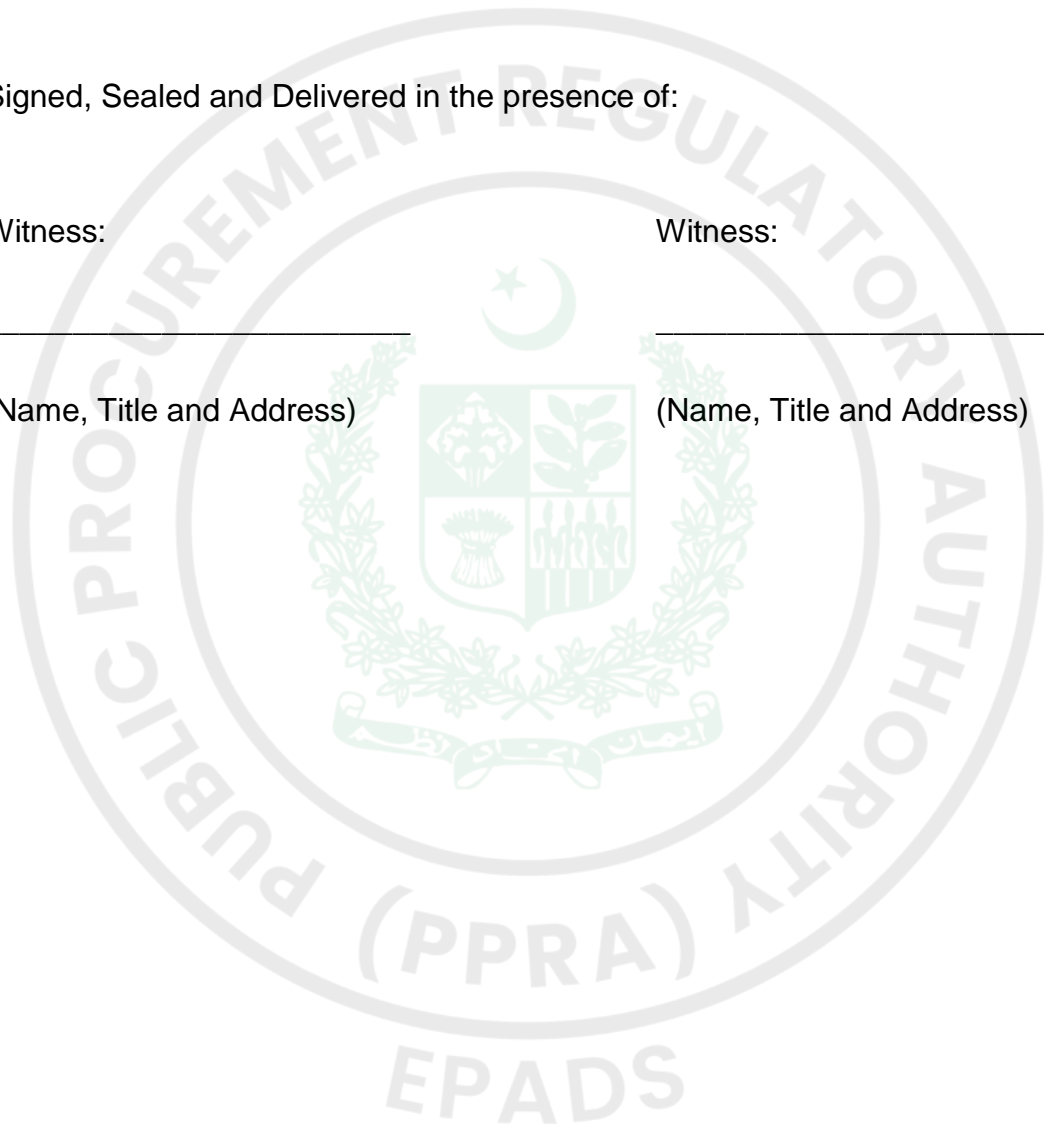
Signature of the Contactor  
\_\_\_\_\_  
(Seal)

Signature of Employer  
\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

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

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



**MOBILIZATION ADVANCE GUARANTEE/BANK GUARANTEE**

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

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

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

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

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

\_\_\_\_\_ (Scheduled Bank in Pakistan)  
 (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, of which the Employer shall be the sole and final judge, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

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

(Date)

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

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

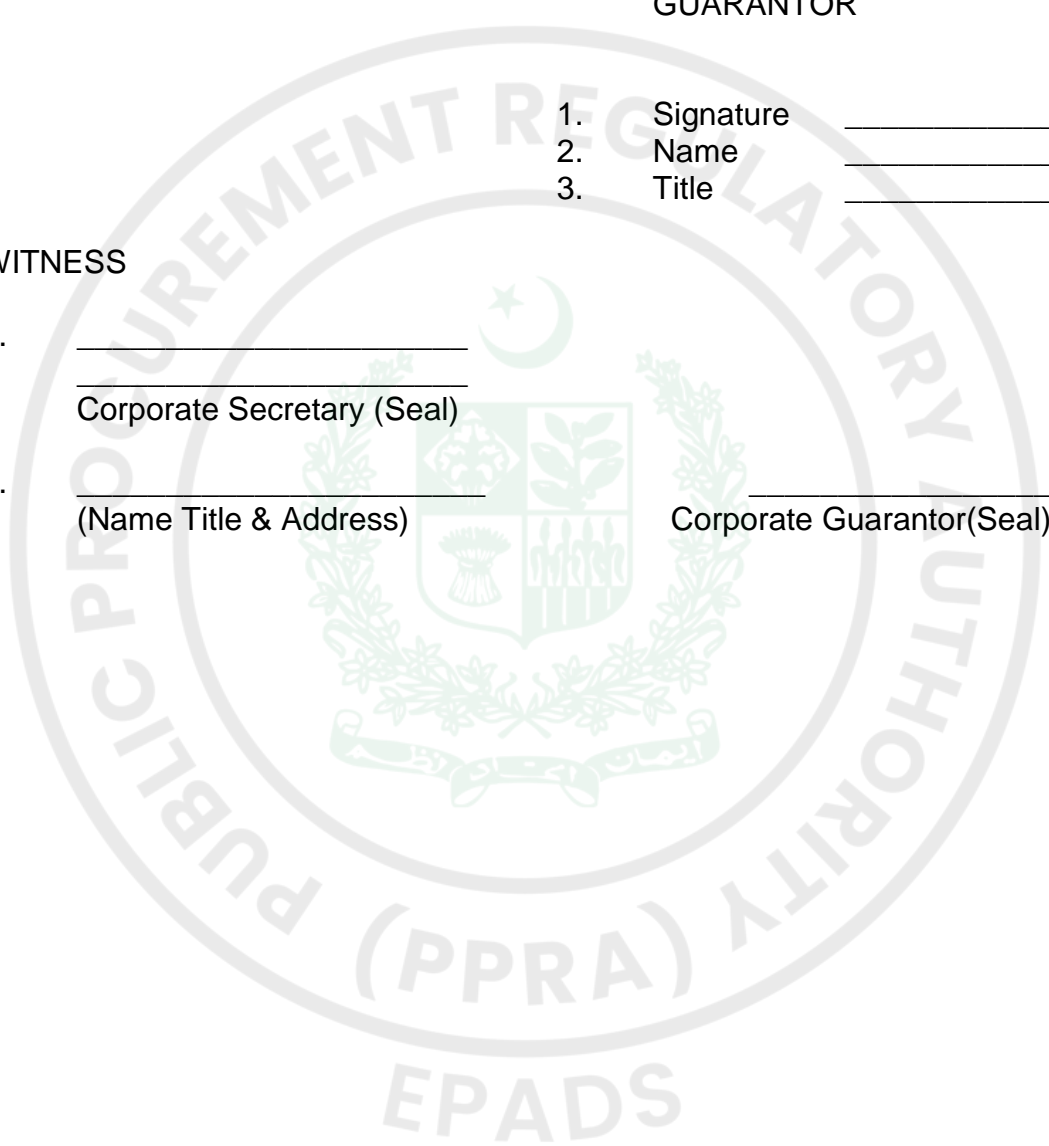
Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

GUARANTOR

- 1. Signature \_\_\_\_\_
- 2. Name \_\_\_\_\_
- 3. Title \_\_\_\_\_

WITNESS

- 1. \_\_\_\_\_  
\_\_\_\_\_
- Corporate Secretary (Seal)
- 2. \_\_\_\_\_
- (Name Title & Address) Corporate Guarantor(Seal)



**INDEMNITY BOND  
FOR SECURED ADVANCE  
AGAINST MATERIALS BROUGHT AT SITE**

(ON RS.40 NONJUDICIAL STAMP PAPER)

This Deed of Indemnity is issued by M/s. \_\_\_\_\_  
 \_\_\_\_\_ (Name of the Contractor) in  
 favour of M/s. \_\_\_\_\_ (Name of the Employer).

**Whereas** \_\_\_\_\_ (hereinafter called the Employer) has paid the Secured Advance against the cost of material through any Bank or like agency by any other method by virtue of the terms of the contract existing between the parties. The details of the material and their price for which secured advance is being sought for the period \_\_\_\_\_ till consumption of the material is as under:-

- |    |           |             |              |
|----|-----------|-------------|--------------|
| 1. | _____     |             | at Rs. _____ |
|    | per _____ | = Rs. _____ |              |
| 2. | _____     |             | at Rs. _____ |
|    | per _____ | = Rs. _____ |              |
| 3. | _____     |             | at Rs. _____ |
|    | per _____ | = Rs. _____ |              |
| 4. | _____     |             | at Rs. _____ |
|    | per _____ | = Rs. _____ |              |

**THEREFORE THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:**

I/We \_\_\_\_\_ of M/s. \_\_\_\_\_ do hereby indemnify M/s \_\_\_\_\_ for all losses due to thefts, arson, pilferage, loss due to flood and inundation, shortage, deterioration and depreciation etc. through any act of Man or God or slump in the Market of any or all the materials financed or paid by the Employer on our request for financing payment against material.

I/We \_\_\_\_\_ shall indemnify \_\_\_\_\_ against any or all claims, action damages arising out of or resulting to the said material.

I/We \_\_\_\_\_ further declare that we will faithfully abide by the above declaration and solemnly affirm that we will not remove, sell, pilferage any of the materials against which M/s \_\_\_\_\_ has paid us such a secured advance and will not pledge the same with any Bank, Finance Corporation, Firm, Company, Individual or the like agency or create any charge whereon in any from what so ever.

I/We \_\_\_\_\_ do hereby also declare that in the event of my/our infringement of the declaration made above \_\_\_\_\_ will be entitled to

Forms

forfeit all such material and also proceed against me/us according to the relevant clause pertaining to breach of contract and further invoke the power or seek any remedies secured of \_\_\_\_\_ under the contract Agreement signed with us or otherwise available under law.

Place \_\_\_\_\_ Dated \_\_\_\_\_

Contractor \_\_\_\_\_





**PART I: GENERAL CONDITIONS OF CONTRACT**

### [Notes on the Conditions of Contract]

The Conditions of Contract comprise two parts:

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

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

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

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

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

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

---

\* Add the following text if the bidding documents, as issued, do not include a copy:

“Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland

e-mail: [fidic.pub@fidic.org](mailto:fidic.pub@fidic.org) – [FIDIC.org/book](http://FIDIC.org/book)



FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS

**CONDITIONS OF CONTRACT**

**FOR WORKS OF CIVIL**

**ENGINEERING CONSTRUCTION**

**PART-I GENERAL CONDITIONS OF CONTRACT**

**WITH FORMS OF TENDER AND AGREEMENT**

**NOT TO BE COPIED**

PUBLIC PROCUREMENT REGULATORY AUTHORITY  
(PPRA)  
EPADS

FOURTH EDITION 1987

Reprinted 1988 with editorial amendments

Reprinted in 1992 with further amendments



**PART II: PARTICULAR CONDITIONS OF CONTRACT**

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## PART II - PARTICULAR CONDITIONS OF CONTRACT

### 1.1 Definitions

(a) (i) **The Employer** is: Project Director/ Director General (Building), NDMA, Address: NDMA HQ Opposite Margalla Town Muree Road, Islamabad.

(a) (ii) Add the following text at the end:

“and who is duly registered with Pakistan Engineering Council in the appropriate category possessing valid registration.”

(a) (iv) **The Engineer** is: Project Manager (Building), NDMA, Address: NDMA HQ Opposite Margalla Town Muree Road, Islamabad.

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

The following paragraph is added:

(a) (vi) “Bidder or Tenderer” means any person or persons, company, corporation, firm or Joint venture submitting a Bid or Tender.

(b) (i) The words “ if completed” appearing in the third line and at the end of the paragraph are deleted.

(b) (v) The following is added at the end of the paragraph:

The word “Tender” is synonymous with “Bid” and the word “Tender Documents” with “Bidding Documents”.

The following paragraph is added:

(b) (vii) The words between brackets “if any” are deleted.

(b) (viii) Amend Part – I to read as under:

“ Appendices to Tender” means Appendices A through M annexed to the Tender and forming part thereof.

Through Part – I, the term ‘Appendix to Tender’ wherever appears in the text shall be replaced by the term “Appendices to Tender”.

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

(d) (iii) “Defects Liability Certificate” means the final certificate of completion of the Works issued by the Engineer certifying that the works have been completed and any defects therein have been remedied by the Contractor.

(e) (i) The text is deleted and substituted with the following:

“Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

Add the following expression:

- (h) “Project” means Up gradation of Ware Houses

## 2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 “Subcontracting”.
- (ii) Certifying additional cost determined under Sub-Clause 6.4, 12.2 & 42.2
- (iii) Any action under Sub-Clause 10.1, 10.3 and Sub-Clause 21.1, 21.2, 22.3 & 25.1 “Insurance “.
- (iv) Any action under Sub Clause 40.2.
- (v) Any action under Clauses 44.1, 44.2 and 44.3.
- (vi) Any action under Clause 47.1 “Liquidated Damages for Delay” interim liquidated Damages for delay Clause 47.3.
- (vii) Issuance of “Taking Over Certificate” under Sub Clauses 48.1, 48.2 and 48.3.
- (viii) Issuing a Variation Order under Clause 51 except:
  - a) In an emergency\* situation, as stated here below, if such variation would increase the Contract Price by the amount stated in the Appendix-A to Bid.
- (ix) Fixing rates or prices under Sub Clause 52.2.
- (x) Extra payment as a result of Contractor’s claims under Sub Clauses 53.4 & 53.5, including notifying acceptance of any principle relating to a particular claim by the contractor.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.

- (xii) Issuance of “Final Payment Certificate” under Sub-Clause 60.8.
- (xiii) Issuance of “Defect Liability Certificate” under Sub-Clause 62.1.
- (xiv) Certifying additional payment under Sub Clauses 65.3 & 65.5.
- (xv) Release from performance under the law under Sub Clause 66.1
- (xvi) Certifying additional clause under clause – 70.

\* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

- 2.1(c)** The following words are added at the end of this Sub Clause.  
“or to order any words involving delay or any extra payment by the Employer or to make any variation of or in the Works or the Contract.”

## **2.2 Engineer’s Representative**

Add the following paragraph:

The Employer shall ensure that the Engineer’s Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976).  
The following Sub-Clauses 2.7 and 2.8 are added:

## **2.7 Engineer Not Liable**

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

## **2.8 Replacement of the Engineer**

“If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of

the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.”

**PC-4**

**4.1** The words “the Engineer” in the third line are deleted and the words “ the Employer” are substituted thereof.

**4.3 Approval of Sub - Contractors**

*Delete Clause 4.3 in its entirety*

Prior approval of Engineer shall be obtained for employment of sub-contractors if need for [which full details of sub-contractor would be needed including resources available,](#) [key](#)

Prior approval of Engineer

**5.1 Language(s) and Law**

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

**5.2 Priority of Contract Documents**

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

- (1) The Contract Agreement;
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) The Particular Conditions of Contract – Part II;
- (6) The General Conditions – Part I;
- (7) The completed Appendices to Bid (B, C, E to L);
- (8) The Specifications;
- (9) The priced Bill of Quantities (Appendix-D to Bid);
- (10) The Drawings;

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

Add the following Sub-Clauses:

**6.1** The words “Unless otherwise provided by the Contract” are added before the words “ the Drawings” at the beginning of the Sub-Clause.”

## 6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

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Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

## 6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

## 7.2 Permanent Works Designed by Contractor

The following Para is added:

- (c) The design and construction drawings shall be provided by the Employer/Engineer. However., in case of any changes required in the design to meet the specific site requirements, the Contractor shall submit his proposal for such changes in the design, which will be implemented after necessary approval from the Employer/Engineer.

## 10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-

guaranteed by a Scheduled Bank in Pakistan or (c) an insurance company having atleast AA rating from PACRA/JCR.

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

The following Sub-Clause 10.4 is added:

#### **10.4 Performance Security Binding on Variations and Changes**

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

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**11.1** This Sub-Clause is deleted and the following is substituted thereof:

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself submitting his Tender as to:

- (i) the nature of the hydrological and climate conditions,
- (ii) the grounds and sub-surface conditions (so far as it is practicable) and having taken into account any information in connection therewith which may have been provided by or on behalf of the Employer, provided the Contractor shall make his own interpretation thereof,
- (iii) the form and nature of the Site,
- (iv) the extent and nature of the work and materials necessary for the completion of the work including their factual availability and reached at site costs at the bid submission stages,
- (v) the means of communication and access to the Site,
- (vi) the accommodation he may require, and, in general, shall be deemed to have obtained for himself all necessary information, subject as above mentioned, as to risks, contingencies and all circumstances which may influence or affect his Tender.

**12.1** After the word "Quantities" and the comma appearing in the third line, the following words as inserted: "*and the schedule of rate and prices, if any*",

**12.2** This Sub-Clause is deleted and the following is substituted therefore:  
If however during the execution of the works, the Contractor encounters artificial obstructions or physical conditions, other than climatic conditions or conditions due thereto, on the site, which obstructions or conditions could not, in his opinion, have been reasonably foreseen by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer with a copy of the Employer, and if the Contractor is of the opinion that additional costs will be incurred as a result thereof, he shall, if he intends to make any claim for additional payment, give notice to the Employer as well as the Engineer specifying the artificial obstructions

or physical conditions encountered, details or the anticipated effects thereof, the measures he is taking or proposing to take, together with an estimate of the costs thereof and the extent of the anticipated delay or interference with the execution of the works. Following receipt of such notice, the Engineer may, inter alia:

- (a) Approve in writing such measures with or without modification, give written instructions as to how the artificial obstructions or physical conditions are to be dealt with.

**12.3** No claim for additional costs in respect of artificial obstructions or physical conditions shall be entertained unless notice as above mentioned has been served within the time specified in Clause 53.1.

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**12.4** To the extent that the Engineer is of the opinion that the whole or part of the aforesaid physical conditions or artificial obstruction could not reasonably have been foreseen by an experienced Contractor, the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) Any extension of time to which the Contractor is entitled under Clause 44, and the amount of any costs which may have been reasonably incurred by the Contractor by reason of encountering such conditions or obstructions and to which the Contractor is entitled.

**13.1** The words between brackets “or his delegate” are deleted and the following is substituted therefore:

“or, subject to the limit of the authority conferred on them in accordance with Sub-Clause 2.3 and 2.4, the Engineer’s Representative and his Assistants:

**13.2** If the contractor is of the opinion that any instruction by the Engineer under the Clause is such as would entitle him to additional payment on the grounds that such instruction is not within the purview of the Contract cannot be reconciled with its expressed or implied terms unless it is considered as a variation of the Contract, then, without prejudice to the obligation of the Contractor to comply with such instruction, the Contractor shall, immediately upon receipt of same, give notice to the Employer and the Engineer of his intention to claim additional payment and furnish, within 28 days from the date of issue of the instruction in question, particulars of such claim. Should the Contractor fail to comply with these requirements, he shall be deemed to have waived any claim arising from such instruction of the Engineer.

**14.1 Programme to be Submitted**

The Contractor shall submit two copies of the Program of Work referred to Clause 14.1 before start of the works in the Mobilization period at site after detailed survey of site. The program shall be reviewed every three (3) months or earlier as required by Engineer and should include a chart of the principal quantities of the

Works forecast for execution monthly, and an update schedule of payment expected to be made to the Contractor by the Employer.

The program should be computerized and drawn on the critical path method identifying all items of work including the Temporary Works. Progress reporting by the Contractor should be supported on the monthly basis with an update analysis of the progress including a statement on items which are or are about become critical to the Progress of Works, along with proposal on how the Contractor intends to alleviate the situation. This record of revised program shall also be one of the bases of consideration for time extension if and when requested by the Contractor. The contractor shall provide a licensed copy of the approved software with training of the staff and the Engineer for reviewing the submitted program within 28 days of award of the work at no extra cost.

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### **14.3 Cash Flow Estimate to be Submitted**

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

The following Sub-Clause 14.5 is added:

### **14.5 Detailed Programme and Monthly Progress Report**

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:
- (1) Execution of Works;
  - (2) Labour Employment;
  - (3) Local Material Procurement;
  - (4) Material Imports, if any; and
  - (5) Other details as required by the Engineer.
- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 10 copies each of Monthly Progress Reports covering:
- (1) A Construction Schedule indicating the monthly progress in percentage;
  - (2) Description of all work carried out since the last report; The actual work compared to the original approval programme including production rate or other data to interpret the actual progress
  - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;

- (4) Monthly summary of daily job record;
  - (5) Photographs to illustrate progress ;and
  - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
  - (7) Record of unexpected events, accidents etc. including the points that contractor ask or hope that Engineer to give explanation, decision or definition for relevant items.
  - (8) Description of all construction material, plant and equipment available at site and then provide details of receipts for the month for these items.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

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The following Sub-Clauses 15.2 and 15.3 are added:

**15.2 Language Ability of Contractor's Representative**

The Contractor's authorised representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

**15.3 Contractor's Representative**

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

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

The following Sub-Clauses 16.3 and 16.4 are added:

**16.3 Language Ability of Superintending Staff of Contractor**

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

#### **16.4 Employment of Local Personnel**

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

#### **18.1 Borehole and Exploratory Excavation**

The text of Sub-Clause is deleted and substituted by the following:

The building has been designed with assumed bearing capacities for various types of soil. These values should be verified by the Contractor before placement of foundation. The Contractor shall investigate the bearing capacity through the confirmatory geotechnical investigations and intimate the Engineer for review of the design, if required. All costs incurred in this regard be borne by the Contractor and cost thereof shall be deemed to have been included in the total price quoted by the Contractor.

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#### **19.3 Add the following Sub-Clause. Safety Precautions**

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract

shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

#### **19.4 Lighting Work at Night**

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

**20.2** The words “rectify such loss or damages so that the Permanent Works conform” appearing in the fourth and fifth lines, are deleted and the following is substituted therefore.

“Repair and make good the same, so that, at completion, the Permanent Works shall be in good order and condition and in conformity.”

#### **20.4 Employer’s Risks**

The Employer’s risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
- (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
  - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
  - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
  - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
  - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
- (i) could not have reasonably foreseen, or
  - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
    - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
    - (b) insure against.
- (h) Any operation of the forces of nature which could not reasonably have been foreseen by an experienced contractor or against which such contractor could not be

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reasonably

expected to provide by taking precautionary measures or by way of insurance.

## **21.1 Insurance of Works and Contractor's Equipment**

Add the following para (d) at the end:

(d) Automobile liability insurance of all licensed vehicles owned and operated on the Contract for a sum sufficient to provide their replacement at the Site.

**21.2** (a) The Employer and the Contractor, from the start of work at the Site until the date of issue of the relevant Taking – Over Certificate in respect of the works or any section or part thereof, as the case may be, against all loss or damages from whatsoever cause arising, other than the risks stated in Clause 24, provided, however, that with respect to the Employer's risk defined in Paragraph (g) of Sub-Clause 20.4, such exclusion shall be limited to loss of or damage to any part of the works resulting from a cause solely due to a faulty design thereof provided by the Engineer, but shall not extend so any consequent loss of or damage to any other part of the works.

## **21.4 Exclusions**

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) (i) to (iv).

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The following Sub-Clause 25.5 is added:

## **25.5 Insurance Company**

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

**27.1** The words "by the Contractor or any of his Sub-Contractors" are inserted after the word "Site" in the second line.

**31.2** (1) The words "other contractor, or to the Employer or such authority as aforementioned" are inserted after the words "by any such" in the first line of Sub-paragraph (b) of Sub-Clause 31.2.

- (2) The words “other contractor or for the Employer or such authority aforementioned” are inserted after the words “any such” at the end of sub-paragraph (c).
- (3) The last three lines of Sub-Contractor 31.2 are deleted and the following is substituted therefore:  
“The Engineer shall determine an addition to the Contract Price in accordance with Clause 52 after consultation with the Employer and the Contractor.

### **31.3 Co-operation with other Contractors**

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

### **34.2 Rates of Wages and Conditions of Labour**

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

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### **34.3 Employment of Persons in the Service of Others**

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

### **34.4 Housing for Labour**

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

### **34.5 Health and Safety**

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

### **34.6 Epidemics**

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

### **34.7 Supply of Water**

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

### **34.8 Alcoholic Liquor or Drugs**

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

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### **34.9 Arms and Ammunition**

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

### **34.10 Festivals and Religious Customs**

The Contractor shall in all dealings with his staff and labor have due regard to all recognized festivals, days of rest and religious and other customs.

### **34.11 Disorderly Conduct**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labor and for the

preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

#### **34.12 Compliance by Subcontractors**

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

The following Sub-Clauses 35.2 and 35.3 are added:

#### **35.2 Records of Safety and Health**

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

#### **35.3 Reporting of Accidents**

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

#### **36.4** Sub paragraph (a) of this Sub-Clause is amended to read as follow:

(a) "not so intended by or provided for in the Contract or reasonably required as aforesaid in sub-paragraph (a) of Sub-Clause 36.3".

#### **36.5** Of the general conditions in Part I is renumbered as Sub-Clause 36.6. A new Sub-Clause 36.5 is inserted as follows

**36.5** If the Engineer suspects that any materials, plant workmanship incorporated in any part or parts of the works may not be in accordance with the provisions of the Contract, he may require the contractor to carry out any test which in the opinion of the Engineer is necessary to verify the quality of such part or parts of the works and the cost of such test so required shall be borne by the Contractor if it shows that such part or parts of the

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works are not in accordance with the provisions of the Contract. But if otherwise, Sub-Clause 36.6 shall apply.

The following Sub-Clause 36.6 is added:

#### **36.6 Use of Pakistani Materials and Services**

The Contractor shall , so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

**38.2** This Sub-Clause is deleted and the following substituted therefore :-  
The Contractor shall uncover any part or parts of the works, or make openings in or through the same as the Engineer may from time to time instruct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of Sub-Clause 38.1 and are found to be executed in accordance with the Contract, the Engineer shall, after consultation with the Employer and the Contractor, determine the amount of Contractor's costs in respect of such uncovering, making openings in or through, reinstating and making good the same, provided that the Contractor has, upon receipt of the Engineer's order, and in any Engineer and the Employer of his intention to claim such expenses. In any other case all costs shall be borne by the Contractor.

**39.2** Add the following Para at the end of the Sub-Clause:

The employer may initiate the case of encashment of performance guarantee with consultation of the Engineer to execute the remaining work on Risk and Cost of the Contractor.

**41.1 Commencement of Works**

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

The following Sub-Clause 47.3 is added:

**47.2 Reduction of Liquidated Damages**

Delete and replace the contents of Clause 47.2 with following: In case of non-compliance of actual progress achieved at site when compared with approved program, the contractor may be liable to pay in that case interim liquidated damages under this clause at the rate of half the Liquidated damages as mentioned in clause 47.1 which are re-fundable

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**47.3 (Regarding Interim Liquidated Damages)**

Add this additional clause for interim liquidated damages. It states,  
"The Contractor is to carry out work at site according to approved clause 14 programme & may have to be updated as per requirement of the Engineer. If the contractor is found to be consistently behind the schedule in the two consecutive quarters, he is liable for recovery of interim liquidated damages at half rate as liquidated damages as under clause 47.1 which may be refunded if the progress again matches the approved work schedule any time during the currency of the works. Alternately he is liable for

action under clause 63 of condition of contract, as per normal provisions of the Contract”.

## **51.2 Instructions for Variations**

This Sub-Clause is deleted and the following is substituted therefore:

No such variation shall be made by the Contractor without an instruction in writing by the Engineer with a copy of Employer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. Provided also that if for any reason the Engineer shall consider it desirable to give any such instruction verbally, the Contractor shall comply with such instruction and any confirmation in writing of such verbal instruction given by the Engineer, whether before or after the carrying out of the instruction, shall be deemed to be an order in writing within the meaning of this Clause. Provided further that if the Contractor shall within seven days of his receipt of verbal instruction confirm the content thereof in writing to the Engineer, with a copy to the Employer, and such confirmation is not contradicted in writing within fourteen days by the Engineer, the verbal instruction so confirmed shall be deemed to be an order in writing by the Engineer.

## **52.1 Valuation of Variations**

This Sub-Clause is deleted and the following is substituted therefore:

All extra or additional work done or work omitted by the order of the Engineer shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates and prices, based so far as may be reasonable on the Contract rates and prices, shall be agreed, after due consultation with the Employer, by the Engineer with the Contractor. Failing such agreement, the Engineer shall fix such rates and prices as are, in his opinion, appropriate. The mark-up for profit, overhead and taxes etc. are to be considered as 25% of the costs pertaining to assessed labour, material and / or equipment rental in rate break-up for approval.

## **52.2 Add the following to the first paragraph of Sub-Clause 52.2:**

“Provided that no change in the unit rates or prices quoted shall be considered for items included in the Schedule of Day Work Rates notwithstanding the quantity of work performed under such Schedule. Provide further that no change in the unit rates or prices quoted shall be considered for any item in the Schedule to the Bill of Quantities, unless

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such item individually accounts for an amount of more than 2 percent of the sum named in the Letter of Acceptance, and the actual quantity of work performed under the item exceeds or falls short of the original billed quantity by more than twenty five (25) percent”.

## **52.3 Variations Exceeding 15 Percent**

Delete the text of the heading and replace with the text “Variation Exceeding 25 Percent”.

Delete the text “in excess of 15 percent” in the second line of third paragraph and replace with the text “in excess of 25 percent”.

#### **53.4 Failure to Comply**

This Sub-Clause is deleted in its entirety.

#### **54.3 Customs Clearance**

Add the following at the end, before the full stop:

“but shall not be liable to the Contractor for any loss resulting from clearance being delayed or refused”.

#### **54.5 Conditions of Hire of Contractor’s Equipment**

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor’s Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses 59.4 & 59.5 are added:

#### **59. Delete Clause 59 in its entirety.**

#### **60.1 Monthly Statements**

In the first line after the word “shall”, the following is added:

“on the basis of the joint measurement of work done under Clause 56.1,”

#### **60.2 Monthly Payments**

In the first line, “28” is substituted by “14”.

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#### **60.10 Time for Payment**

The text is deleted and substituted with the following:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 42

days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum for local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

The following Sub-Clause 60.11 is added:

#### **60.11 Secured Advance on Materials**

- a) The Contractor shall be entitled to receive from the Employer Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (1) The materials are in accordance with the Specifications for the Permanent Works;
  - (2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
  - (3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - (4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefor;
  - (5) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and

- (6) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.
- (b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

#### **60.12 Financial Assistance to Contractor**

- (a) An interest-free Mobilization Advance up to 15 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan acceptable to the Employer:
  - (1) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and
  - (2) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer/Employer as to the state of mobilization of the Contractor.
- (b) This Advance shall be recovered in equal installments; first installment at the expiry of third month after the date of payment of first part of Advance and the last installment two months before the date of completion of the Works as per Clause 43 hereof.

#### **63.1 Default of Contractor**

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

Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

#### **65.2 Special Risks**

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraphs (a) (i) to (a) (v).

**67.3 Arbitration**

In the sixth to eight lines, the words “shall be finally settled ..... appointed under such Rules” are deleted and substituted with the following:

shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

The following paragraph is added:

The place of arbitration shall be Islamabad, Pakistan.

Both parties (Employer/Contractor) will abide to follow course of action give under clause 67 in case of dispute and will not approach court before completion of proceeding under clause 67.1, 67.2 & 67.3.

**68.1 Notice to Contractor**

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

**68.2 Notice to Employer and Engineer**

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

a) The Employer :

Director (Admin), NDMA, Opposite Margalla Town, Main Muree Road, Islamabad.

b) The Engineer:

Director (Admin), NDMA

**70.1 Increase or Decrease of Cost**

*Sub-Clause 70.1 is deleted in its entirety:*

The amounts payable to the Contractor, pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause.

**(a) Other Changes in Cost**

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates

and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

**(b) Adjustment Formula**

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula:-

$$P_n = A + b \frac{U_n L_n}{U_o L_o} + c \frac{B_n}{B_o} + d \frac{C_n}{C_o} + e \frac{S_n}{S_o} + f \frac{D_n}{D_o}$$

Where:

$P_n$  is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 60.1 (a), and with Paragraphs 60.1 (b) and (e), where any variations and daywork are not otherwise subject to adjustment;

$A$  is a constant, specified in Appendix-C to Bid, representing the nonadjustable portion in contractual payments;

$b, c, d, \text{ etc.}$ , are weightages or coefficients representing the estimated proportion of each cost element (labor, cement and reinforcing steel etc.) in the Works or Sections thereof, net of Provisional Sums and Prime Cost; the sum of  $A, b, c, d, \text{ etc.}$ , shall be one;

$L_n, M_n, E_n, \text{ etc.}$ , are the current cost indices or reference prices of the cost elements for month "n", determined pursuant to Sub-Clause 70.1(d), applicable to each cost element; and

$L_o, M_o, E_o, \text{ etc.}$ , are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 70.1(d).

**(c) Sources of Indices and Weightages**

The sources of indices shall be those listed in Appendix-C to Bid, as approved by the Engineer. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightages and Source of Indices if different than those given in Appendix-C to Bid, which shall be subject to approval by the Engineer.

**(d) Base, Current, and Provisional Indices**

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular monthly statement is related. If at any time the current indices are not available, Provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

**(e) Adjustment after Completion**

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 43, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 44, the above provision shall apply only to adjustments made after the expiry of such extension of time.

**(f) Weightages**

The weightages for each of the factors of cost given in Appendix-C to Bid shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work executed or instructed under Clause 51. Such adjustment(s) shall have to be agreed in the variation order.

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

**73.1 Payment of Income Tax**

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes applicable in Pakistan on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

**73.2 Customs Duty & Taxes**

The Contractor shall pay all customs duty & taxes payable by him under the Contract. Such duties and taxes shall be deemed included in the rates & prices in the Bill of Quantities.

Add the following Sub-Clause:

**74.1 Integrity Pact**

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

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

**75.1 Termination of Contract for Employer's Convenience**

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor :

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

**76.1 Liability of Contractor**

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

**77.1 Joint and Several Liability**

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the

Contract and shall designate one of such persons to act as leader with authority to bind

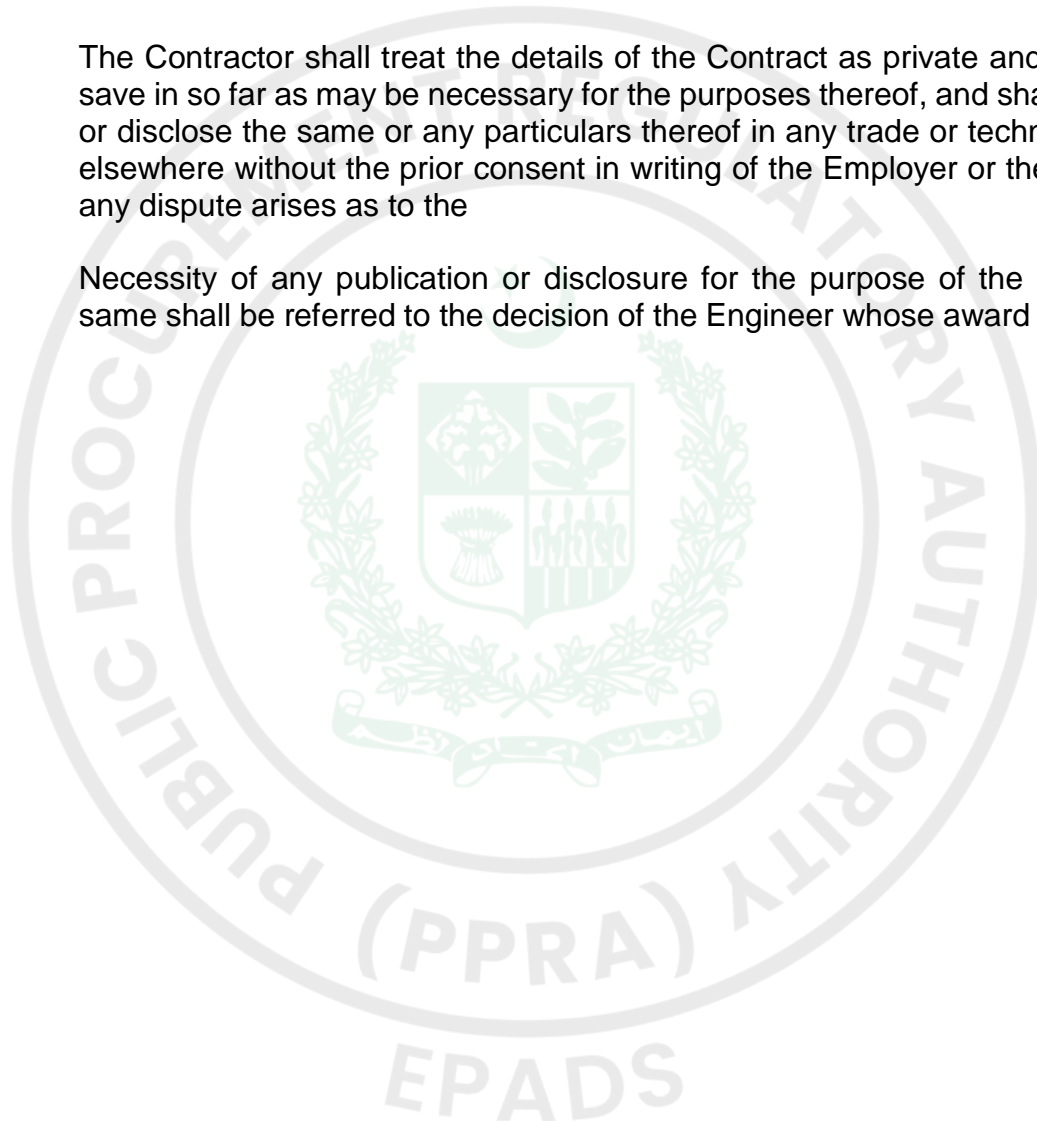
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the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

**78.1 Details to be Confidential**

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the

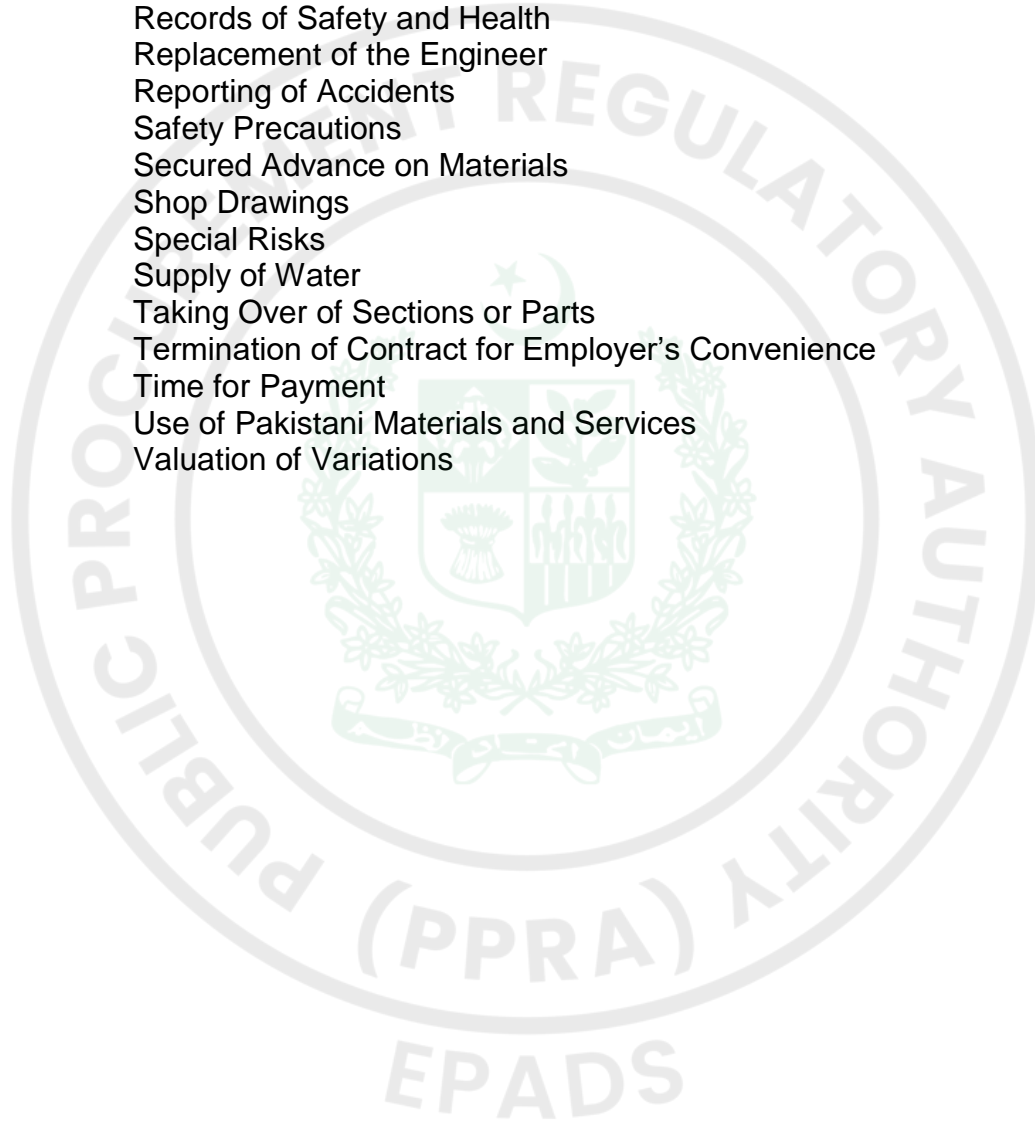
Necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.



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## **SPECIFICATIONS- SPECIAL PROVISIONS**

## SPECIFICATIONS – SPECIAL PROVISIONS

### 1. GENERAL

1.1 Specifications – Special Provisions shall form an integral part of Bidding & Contract Documents.

1.2 The Contractor shall notify all sub-contractors of the provisions of these Special Provisions

### 2. DESCRIPTION OF PROJECT, WORK INVOLVED AND SITE

The Employer intends to Director (Admin), NDMA, Opposite Margalla Town, Main Muree Road, Islamabad.

The works comprise Civil, Plumbing, Electrical and related Ancillary Works lying within the lines, boundaries and limits shown on the Drawings and any such additional areas adjacent to 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 be comprised in the Site.

The Employer will give to the Contractor possession of the area designated and defied as the Site and shown on the drawing as may be required to implement as much of the Works, when the Engineer's Notice to Commence the Works is given.

### 3. CODES, STANDARDS AND CERTIFICATES

#### A. Applicable Standards

Except as otherwise provided by these Specifications or the Drawings, all materials, equipment and fabrication and testing thereof shall conform to the latest applicable standards and codes referred in the Specifications by use of the abbreviations explained:-

ACI	-	American Concrete Institute (USA)
AISI	-	American Iron and Steel Institute (USA)
AISC	-	American Institute of Steel Construction (USA)
ANSI	-	American National Standard Institute (USA)
ASTM	-	American Society for Testing and Materials (USA)

AASHTO Transportation	-	American Association of State Highway & Officials.
AWS	-	American Welding Society (USA)
BS	-	British Standards (UK)
CP	-	Code of Practice (UK)
PS	-	Pakistan Standards (Pak)
SSPC	-	Steel Structures Painting Council (USA)
UBC	-	Uniform Building Code (USA)
USBR	-	United State Bureau of Reclamation (USA)

If the Contactor, at any time and for any reason, wishes to deviate from the above standards or desires to use material or equipment not covered by the above standards, he shall state the exact nature of the changes, the reason for making the change and shall submit complete specifications of the materials and equipment to the Engineer for approval.

#### **B. Standards Other Than Those Specified.**

Where requirements for material or equipment are specified by reference to a standard which has its origin in one country, it is not the intention to restrict the requirements solely to that standard and that country. Other standards, including standards of other countries, will be accepted provided the requirements thereof, in the sole opinion of the Engineer, are at least equal to the requirements of the standard specified. The Contractor may propose to the Engineer an equivalent standard other than that specified, in which case he shall submit the proposed standard and all other information required and shall submit written proof that his proposed standard is equivalent in all significant respects to the standard specified. All submission must be made in the English language.

#### **C. Codes and Standards at Site**

The Contractor shall supply and have at his site office:-

- a) Copies of all latest editions of codes and standards referred to in these Specifications or equivalent codes and Standards as approved by the Engineer.
- b) Catalogues and published recommendations from manufactures supplying products and materials for the project.
- c) The Contractor shall provide manufacturer's or supplier's materials which must meet the requirements of the specific code or standard as stated in these Specifications.

#### **4. MANUFACTURER'S RECOMMENDATIONS**

Installation of manufactured items shall be in accordance with procedures recommended by the manufacturer or as approved by the Engineer.

#### **5. UNITS OF MEASUREMENTS**

Both FPS and MKS System of Unites shall be used throughout the Project, as mentioned.

#### **6. PLANT, EQUIPMENT AND TOOLS**

The Contractor shall provide at his cost modern plant, equipment and tools, adequate and befitting to the nature, magnitude and size of this Contract, in strict compliance with the requirements of the General Conditions of Contract, Conditions of Particular Applications and Technical Specifications.

#### **7. STORAGE & HANDLING FACILITIES**

The Contractor shall make his own arrangements for providing the necessary space for the storage of plant, equipment and materials and for Contractor's temporary office, in and around the site of works, during the currency of the Contract.

#### **8. FIELD LABORATORY AND TESTING**

##### **8.1 General**

The Contractor shall provide and maintain a field laboratory equipped with approved equipment to perform all the tests required by the Engineer. The quality control testing shall be performed by the Contractor's competent personal accordance with a Site testing and quality control programme to be established by the Contractor and approved by the Engineer. The Engineer may however, require certain tests to be performed in any other laboratory designated by him.

The Contractor shall provide laboratory helpers to the Engineer for testing.

The Field Laboratory, including all equipment and staff shall be placed at the disposal and direction of the Engineer during the Contract.

The Contractor shall keep a complete record of all quality tests performed on Site.

All quality control and tests shall be carried out in accordance with applicable standards and codes.

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## **8.2 Field Laboratory Equipment Requirements**

The Laboratory shall be equipped with new unused and latest Equipment to perform tests as per Technical Specifications and General Conditions of Contract. Additional equipment/ material shall be supplied by the Contractor as and when required by the Engineer to perform any specified test, at not additional cost to the Employer.

## **8.3 Testing Laboratory Certificates**

The Engineer may accept a certificate from a commercial laboratory, satisfactory to him, certifying that the product has been tested within a period

acceptable to the Engineer and that it conforms to the requirements of these Specifications.

## **8.4 Method of Payment**

The cost of providing running and maintenance of the laboratory, equipment, materials and staff, testing charges for materials supplied by the Employer and all other tests to be performed in any other laboratory designated by the Engineer shall be deemed to be included in the price quoted by the Contractor and not separate claim for payment on this account shall be entertained by the Engineer. Furthermore the cost of any additional laboratory, field and shop tests required through the resubmission of samples because of failure of compliance with Specifications shall be borne by the Contractor.

In case the Contractor does not provide the specified equipment and testing facility, cost of testing plus 100 percent overheads shall be recovered from his bills.

## **9. SURVEYING INSTRUMENTS**

### **9.1 General**

The minimum quantity of survey equipment is stated below which shall be available with the Contractor at site of works alongwith qualified Surveyors and Survey Helpers. The equipment shall be maintained throughout the Contract Period and replaced by the Contractor in case of damage or loss. The survey equipment shall

be made available to the Engineer when requested. All surveying equipment shall be in good working condition.

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## **9.2 Surveying Equipment Required**

The Contractor shall provide and maintain the following surveying equipment at site as per requirements.

- a) Electronic distance measuring device complete with (400 grades) Universal Theodolite with data logger, aiming head and standard equipment supplied by the manufacturer, including tripod, control unit stand, batteries, charging unit, pole reflector, single prism reflector, three, six and nine prism reflectors complete with tripods and Traverse Equipment for Theodolite. - 01 No.
- b) Automatic Levels with tripods and Staff. - No. of Sites x 2
- c) Steel measuring tapes 50 m long - No. of Sites x 2
- d) Steel measuring tapes 20 m long - No. of Sites x 2
- e) All other miscellaneous tools, equipment and materials required in surveying. - As directed by the Engineer

## **10. APPROVAL OF MATERIALS AND PLANT**

### **10.1 Quality of Materials**

All materials, fixtures, fittings, supplies and plant furnished under the Contract shall be new and unused, standard first grade quality and of the best workmanship and design. No inferior or low-grade materials, supplies or articles will be either approved or accepted, and all work of assembly and construction shall be done in a first-class and workmanlike manner. In asking for prices for materials intended for delivery to the Site and incorporation in the works under any portion of these Specifications, Contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

## 10.2 Submission of Samples and Data

**10.2.1** The Contractor shall furnish for approval of the Engineer with reasonable promptness all samples as directed by the Engineer or specially called for in the Specifications and in accordance with the time schedule provided in the schedule of submittals. The Engineer shall check and approve such

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samples with reasonable promptness only for conformance with the design concept of the Works and for compliance with the information given in the Contract Documents. All work shall be in accordance with approved samples.

**10.2.2** Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.

**10.2.3** Each sample shall be properly labeled with the name and quality of the material, manufacturer's name, name of the project, the Contractor's name and the date of submission, and the Specification Article number to which the sample refers.

**10.2.4** The manufacturer's installation directions shall be provided with each sample. The Contractor shall pay all transportation costs and deliver samples to the Engineer's office, Site or testing laboratory as directed by the Engineer.

**10.2.5** Samples shall be of adequate size to permit proper evaluation of the material by the Engineer. Where variations in colour, texture, dimensions or other characteristics are to be expected, the Contractor shall submit samples showing the maximum range of variation. Materials exceeding the range of variation of the approved samples shall not be used on the work.

**10.2.6** In order to permit coordinated selection of colours and finishes, the Contractor shall deliver samples of all related items to the Engineer at one time. Samples of such materials will not be approved until all related samples have been submitted.

**10.2.7** If both Shop Drawings and samples are required for the same items, the Engineer may require both to be submitted before approving either.

**10.2.8** The Contractor shall erect Mock-up samples of finished items where specifically called for in the documents or as directed by the

Engineer.

The Mock-up samples shall be preserved/ protected by the Contractor till the end of the project or as directed by the Engineer.

10.2.9 No acceptance or approval of any Shop Drawings or sample, or any indication or request by the Engineer on any Shop Drawings shall constitute and authorization for any increase in the Contract Sum.

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### **10.3 Inspection**

All material and plant furnished and all work performed under this Contract will be subject to inspection by the Engineer & Employer while the Employer decision shall final at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charge, all facilities, labour and materials reasonably needed for performing such inspection and testing as may be required by the Engineer.

### **10.4 Approved Sample at Site**

The Contractor shall, at all times, keep on the Site approved samples. All such samples shall be made available to the Engineer & Employer while Employer decision shall be final as and when required.

## **11. BAR BENDING SCHEDULE**

Bar bending (reinforcement bars) schedule of all structural drawings shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval.

## **12. DRAWINGS**

### **12.1 Bid Drawings**

Bid Drawings issued with the Bidding Documents, called the Bid Drawings, show scope of the work to be performed by the Contractor. The Drawings are generally in sufficient detail so as to be used as a basis for construction, fabrication and for placing orders for materials subject to corrections based on the future issue of supplementary Drawings as provided under Sun-Clause 12.2 hereof.

### **12.2 Construction Drawings, Supplementary Drawings**

After award of Contact, the Bid Drawings will automatically become Construction Drawings after approval of the Engineer, until and unless any necessary modification is required to be made by the Engineer.

The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works

and the remedying of any defects therein. The Contractor shall follow these drawings.

When additional information regarding the geological formations or other conditions becomes available, the Engineer may find it desirable to change dimensions or design of one or more of the features of the Works to conform to

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the newly disclosed conditions. The Engineer reserves the right to make such reasonable changes, and the Contractor's operations shall be conducted so as to accommodate any such reasonable changes in the Works.

### **12.3 Definition of Term Drawings**

The term Drawings as used in the Specifications means the Drawings referred in Clause 12.1 and 12.2 above.

### **12.4 Checking of Drawings**

The Contractor shall check all drawings carefully as soon as practicable after receipt thereof, and shall promptly notify the Engineer of any errors discovered.

### **12.5 Copies of Drawings**

Drawings will be issued to the Contractor as described below:

#### **10.5.1 Bid Drawings (at Construction Stage)**

Three (3) sets of the Bid Drawings will be issued to the Contractor at the time of Construction free of charge. Additional sets will be provided at cost of reproduction to be borne by the Contractor upon written request of the Contractor.

#### **10.5.2 Supplementary Drawings**

Three (3) prints of each Supplementary Drawing will be issued to the Contractor free of Charge. Additional sets will be provided at cost of

reproduction to be borne by the Contractor upon written request of the Contractor.

## **12.6 Drawings to be Furnished by the Contractor**

The Contractor shall submit to the Engineer for review, such drawings as are required under the Contract, sufficiently in advance of the work intended to be executed.

### **12.6.1 Reinforcement Drawings**

Reinforcement placement drawings and bar bending schedules (to be provided by the Contractor as per clause 11 above) of all RCC work shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval, sufficiently in advance of the works in which they are intended to be used.

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### **12.6.2 Shop Drawings**

- (a) The Contractor shall submit to the Engineer for review three (3) copies of all drawings to be issued for setting out, fabrication, supply order and construction; based on data, requirements, dimensions, details, codes, standards and design provided in the drawings issued by the Engineer. Such drawings shall be submitted at least twenty-eight (28) days before they are required for use. The Engineer may notify the Contractor that a drawing fails to comply with the relevant requirement of the Contract, in which case the drawing shall be rectified and resubmitted for approval at the Contractor's cost. Fabrication of construction shall not commence on any part of the Works until the shop drawings or construction drawings for that part of the works have been approved by the Engineer.

The works shall be executed in accordance with the drawings as approved by the Engineer. If the Contractor wishes to modify any approved drawings, he shall immediately notify the Engineer and submit revised drawings for approval. If the Engineer instructs that further drawings are necessary for executing the works, the Contractor shall prepare such drawings and submit them for approval.

The Contractor at his cost shall rectify errors, omission, ambiguities, inadequacies and other defects.

Approval by the Engineer, in accordance with this paragraph, shall not relieve the Contractor of any of his responsibilities under the Contract.

- (b) The shop drawings shall be properly identified indicating the part of the works, the name of the contractor / supplier etc., the date of preparation and the dated of all revisions. The Shop Drawings shall be complete and shall show the design dimensions, proposed materials to be used, finishes, type of shop paint and all other details in connection thereto.
- (c) Where adjoining work requires shop drawings, the Contractor shall prepare and submit composite shop drawings, which shall show and define the work under all affected trades. If the contractor executes work before coordinating with other trades so as to cause interference with work of those trades, he shall make changes necessary

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to correct the conditions without extra cost to the Employer.

- (d) No changes shall be made by the Contractor in the resubmitted shop drawings in excess of the corrections spelled out by the Engineer and in a separate note on the shop drawings.
- (e) No work in the shop shall be started and no material or plant ordered until the Engineer has approved the shop drawings. It shall be the responsibility of the Contractor to submit the shop drawings on a schedule that allows reasonable time for checking and approval and subsequent fabrication. Failure to submit shop drawings in ample time for checking, correcting and rechecking will not justify extension of time for completion of the Works.
- (f) The Contractor shall also check and verify all site measurements whenever requested by other Specialist Contractors or by other Sub-Contractors to enable them to prepare their own shop drawings and

pass on the information with sufficient promptness, so as not to delay the work in any way. A copy of all such information passed on shall be given to the Engineer.

### **12.6.3 As – Built Drawings**

The Contractor shall, at all times, keep on Site a separate set of prints of all drawings on which all significant changes between the work shown on the drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progress. The Sub-Contractor(s) for plumbing, mechanical and electrical shall, at all times, keep on site, a separate set of prints of the drawings (showing their parts of the Works) on which all significant changes between the work shown on the Drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progresses. Such drawings shall show the exact physical location and configuration of the works as actually installed.

The Contractor shall, within fourteen (14) days of issuance of Taking Over Certificate for whole of the Works, furnish to the Engineer for his approval two (2) copies of such marked up drawings. One (1) copy of each of the marked up drawings

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approved by the Engineer shall be returned to the Contractor by the Engineer and these shall be used for the preparation of the As-Built Drawings.

The Contractor shall furnish to the Engineer six (6) complete sets and one reproducible copy of all As-Built Drawings within twenty eight (28) days of receipt of drawings stated above, from the Engineer.

## **13. PROTECTION OF THE WORKS**

The Contractor shall whenever necessary cover up and protect the works from weather and damaged by his own or other workmen performing subsequent operation. The Contractor shall provide all necessary dustsheets, barriers and guard rails and clear away the same at completion.

## **14. RESTORATION AND CLEARING**

Upon completion of the works the Contractor shall restore all items covered by the Contract to the satisfaction of the Engineer.

The Contactor shall do regular cleaning and clear away all rubbish and excess materials that may accumulate from time to time on completion and before handing over. Upon completion of the works he shall obliterate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, stock piles of excess or waste materials, or any other vestiges of construction, as directed by the Engineer. All buildings shall be cleaned; floors and paving scrubbed and the works and site shall be left in a clean and satisfactory state for immediate use and occupation. Care shall be taken not to use any cleaning materials, which may cause damages to the surface to be cleaned.

The Contractor shall also take all necessary precautions to keep the works and site free from vermin during construction and he shall leave the works vermin free on completion. Application of pest control agents shall not commence until the specific product, name, method and extent of application have been submitted to and approved of by the Engineer.

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## **15. SITE OFFICE AND TEMPORARY FACILITIES**

### **15.1 SITE OFFICE AND TEMPORARY FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

#### **15.1.1 Contractor's Office, Facilities etc.**

The Contractor shall establish and maintain a Site Office. The Contractor shall provide all facilities in connection with the execution, completion, of the Works, remedying defects therein and maintenance of the utilities services. The facilities shall not be limited to the Contractor's Site Office. Labour campus, work yard and storage areas, temporary water supply, waste water disposal, temporary electricity, medical unit, temporary roads, fire protection and fire fighting equipment etc. The Contractor shall be solely responsible for arranging all utilities and the Contractor shall setup, maintain and operate an architectural and engineering facility at site with adequate member of technical and support staff as well as equipment required for particular nature of job covered under the Contract to prepare drawings/shop drawings for approval of the Engineer.

The Contractor shall make arrangements for his own camp, workshops, yards, storage areas and areas of erection of equipment, offices & offices for the Engineer and the Employer outside the site area and all approvals & permissions in this regard from the concerned authorities for all such facilities shall be the responsibility of the Contractor.

The Contractor shall facilitate the Engineer in use of his site office if and when required by the Engineer in performance of his duties regarding the supervision of project.

#### **15.1.2 Engineer's Representative Site Office, Facilities etc.**

The contractor shall arrange and maintain for Engineer's Representative fully furnished site office.

#### **15.2 Temporary Roads**

The Contractor shall prepare and maintain such temporary roads as may be necessary, from the site to the nearest road and also within the plot. Such roads

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shall be positioned strictly in accordance with the Engineer's instructions and the contractor shall reduce or control any dust nuisance by regularly spraying water and compaction as directed.

#### **15.3 Temporary Services**

##### **15.3.1 Temporary Water Supply**

The Contractor shall supply in sufficient quantity all necessary potable and other water for construction purposes for all trades at points within a reasonable distance of any building being constructed. The Contractor shall make arrangements and pay charges for water service installation, maintenance and removal thereof, and pay the costs of water for all trades.

At completion of the work, the temporary water services equipment and piping shall be removed by the Contractor at his own expense.

### 15.3.2 Temporary Electricity

The Contractor shall make all the necessary arrangements for a temporary electricity service, pay all expense in connection with the installation, operation and removal thereof and pay the costs of electricity consumed by all trades. If the Contractor is un-able to arrange a temporary electrical connection then he shall arrange and furnish an Electric Power Generating Set at Site and maintain the generating set in perfect working condition through-out the duration of Contract. The generating power of the set shall be sufficient to operate all plant and equipment as well as the camps and offices of the Contractor and the offices of the Engineer/Employer, during construction at site. Should the set fail to meet the required demand at site or fail to function or operate, the Contractor shall immediately replace the same with other generating set/s to the satisfaction of the Employer as well as the Engineer.

A temporary lighting system shall be furnished, installed and maintained by the Contractor as required to satisfy the minimum requirements for safety and security and to the satisfaction of the Engineer.

At completion of construction work, temporary electricity services shall be removed by the Contractor at his own expense.

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### 15.3.3 Waste Disposal

The Contractor shall make such temporary provisions as may be required in order to dispose of any chemicals, fuels, oils, grease, bituminous materials, waste and soil waste and the like without causing pollution to either the site or the environment. Disposal of any materials, wastes, effluent, garbage, oil, grease, chemicals and the like shall be in areas specified by the concerned local authority proposed by the Contractor and subject to the approval of the Engineer. If any waste material is dumped in unauthorized areas the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed off as directed by the Engineer and replaced with suitable fill material compacted and finished with topsoil all at the expense of the Contractor.

#### **15.3.4 Fire Protection**

The Contractor shall provide and maintain adequate fire protection in the form of barrels of water with buckets, fire bucket tanks, fire extinguisher, or other effective means ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of the works.

Gasoline and other flammable liquids shall be stored in and dispensed from safety containers approved by the Engineer and storage shall not be within building.

Torch-cutting and welding operations performed by the Contractor shall have the approval of the Engineer before such work is started and a chemical extinguisher is to be available at the location where such work is in progress.

The Contractor shall follow the instructions and specifications of the Civil Defense Department or any other local department concerned with such activities.

#### **15.4 SIGN BOARD**

The Contractor shall erect and maintain at the Site in a location to be approved by the Engineer one (01) Sign Boards of dimensions approved by the Engineer. The Sign Boards shall be made of metal. It shall be mounted on steel posts securely anchored and braced. The Contractor shall paint on the Sign Boards, the name of the Works, and the names of the Employer, Engineer and the Contractor both in English and Urdu Language.

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#### **15.5 NOT USED**

#### **15.6 SITE FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

##### **15.6.1 General**

Without prejudice to the generality of the various clauses of the Contract, particular attention is drawn to the obligation of the Contractor to make his own arrangement at his own expense for the following .

##### **15.6.2 Labour Camps and Staff Residences**

The Contractor shall provide, operate and maintain labour camps and staff residences and are required for the proper and efficient progress of the

work to house his own employers. For the purposes of operation and maintenance of the Camps and Residences, the Contractor shall comply with the rules of Pakistan Labour Camp Rules 1960 and all other applicable provisions of the Pakistan Labour Laws.

### **15.6.3 Administrative and Field Office**

The Contractor shall provide, operate and maintain administrative and field offices required for his staff and would be responsible for operation and maintenance, furniture, equipment, appliances, janitor services and security of the same.

### **15.6.4 Work Yards and Storage Areas**

The Contractor shall provide, operate and maintain all sheds, fencing, foundations and all above ground structures required to store material or equipment brought on to the site by him. The Contractor shall be responsible for the security of his entire camps, residence, site and field offices work yard and storage area.

### **15.6.5 Water Supply, Sewerage System and Electricity**

The Contractor shall make his own arrangement, at his own expense for provision, operation and maintenance of electric supply, reasonable supplies of raw and potable water and sewerage system at the site of works and his labour camps, staff residences and offices. The Contractor shall pay all fees, and charges

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(including bills) of whatsoever nature to the concerned departments (if any) in order to procure connections of the above facilities and thereafter using these facilities. If the Contractor is un-able to arrange a temporary electrical connection then he shall arrange and furnish an Electric Power Generating Set (with sufficient generating capacity to meet the required demand of electricity) at site and maintain the generating set in perfect working condition through-out the duration of Contract.

### **15.6.6 Medical Care**

The Contractor shall arrange provision of adequate medical facilities for his employers.

Adequately equipped and properly staffed First Aid Stations or Dispensaries shall be provided by the Contractor at camps and other

strategic locations, to administer First Aid treatment at all times free of charges to all persons on the Site, including personnel of the Engineer and the Employer. The nature, number and location of facilities furnished and the Contractor's staff for administering First Aid treatment shall meet the requirements of the Health Services of the Government of Pakistan and of Section III of the Manual "Safety Requirements for Construction by Contractor" published by the Employer, and shall be subject to approval by the Engineer.

#### **15.6.7 Other Facilities**

The Contractor shall also be responsible for providing at his own cost other facilities for his own staff and labour such as educational, recreational, transport, telephone and catering if required.

#### **16. NOT USED**

#### **17. CONSTRUCTION PROCEDURES**

The Contractor shall advise the Engineer of proposed construction procedure in accordance with the General Conditions of Contract.

If the Engineer shall see that the work progress is slow in such a way that the work will not be completed in the time specified, then he shall order the Contractor to work overtime or in more shifts and the Contractor shall obey these orders without any additional payments and without any objections or request for compensation.

#### **18. NOTIFICATION TO ENGINEER**

The Engineer shall be notified weekly in writing of the nature and location of the Works the Contractor intends to perform the next week so as to enable necessary inspection and

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measurement to be carried out. The Engineer may, if necessary, direct that longer notice be given of certain operations.

#### **19. NIGHT WORK**

When work is done at night the Contractor shall maintain from sunset to sunrise such lights on or about work and plant as the Engineer may deem necessary for the proper observations of the work and the efficient execution thereof.

#### **20. WEATHER**

No work is to be undertaken when, in the opinion of the Engineer, the weather is so unsuitable that proper protection of the work cannot be ensured.

## **21. CO-ORDINATION WITH OTHER CONTRACTORS**

It shall be the responsibility of the Contractor to keep-up good relations with other Contractors employed on site by the Employer. The Contractor shall cooperate and coordinate his work with that of the other Contractors working at the Site, to whatever extent may be necessary to complete the Project in accordance with the approved programme of the Works and in accordance with the Engineer's instructions. Should a disagreement or dispute arise between the Contractor and other Contractors, the same shall be referred without delay to the Engineer for his decision. Upon such decision, the Contractor shall proceed with the work in accordance therewith. In case the access to the works of other contractors is through the Site area of the Contractor, the Contractor shall coordinate with and permit all reasonable access to other Contractors.

## **22. ACCIDENT PREVENTION, SAFETY MEASURES AND PROTECTIVE EQUIPMENT**

The Contractor shall comply and enforce compliance by all his sub-contractors with the highest standards of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and statutory provision.

The Contractor shall provide and maintain all requisite barriers, fences, warning signs, lights and other safety precautions as required for the protection of persons and property on or adjacent to the site shall be provided at the Contractor's cost.

The Contractor shall also provide and maintain all false work, scaffolding and handrails which shall be well constructed and secured at all times. Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.

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All warning signs shall be in two languages, English and Urdu, and shall at all times be maintained in a clean and legible conditions, to the satisfaction of the Engineer.

As the work at site is expected to be carried out round the clock, the Contractor shall keep and maintain at all times a transport facility to move the patients to the hospital in case of an emergency.

Trash shall be removed at frequent intervals to the satisfaction of the Engineer.

Safety netting shall be provided at all provided at all levels where work is in progress, all around the building.

## **23. SETTING OUT OF WORK AND SURVEY**

### **23.1 Reference Points, Lines**

The Contractor shall establish benchmarks and / or reference line at the Site in accordance with the instructions of the Engineer. The Contractor shall set out its work from these benchmarks and lines. The Contractor shall supply plant, equipment, materials and labour for checking if required of the survey control by the Engineer. Slope stakes will be set by the Contractor before commencement of excavation and will be re-established as required during progress of work using established bench-marks and reference points.

### **23.2 Verification**

The Engineer may make checks as the work progress to verify lines and grades established by the Contractor and to determine the conformance of the work as it progresses with the requirements of the Drawings and Specifications. Such checking by the Engineer shall not relieve the Contractor of his responsibility to perform all work in accordance with the Drawings and Specifications and the lines and grades given therein.

Based upon the basic control, the Contractor shall provide his own primary control points, as needed for the Works, and shall preserve and maintain them until otherwise authorized.

The Contractor shall be responsible for maintaining all survey markers/monuments, and property corners. If any markers/monuments are destroyed by the Contractor, the Contractor shall arrange, at his own cost, to retrace and replace them to the entire satisfaction of the Engineer. If a monument cannot be replaced in its original position, the Contractor shall install a witness

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corner. The Contractor shall complete and file monument reference cards on all monuments as per instructions of the Engineer.

The Contractor shall provide experienced construction surveyors with adequate experience in the construction surveys similar in nature as required by this Contract.

Based upon established basic control monuments, the Contractor shall establish all lines and grades necessary to control the Works, and shall be responsible for all measurements that may be required for execution of the Works to the tolerance prescribed below.

The Contractor shall perform such surveys and computations as are necessary to determine quantities of work performed or placed during each progress payment period, and shall also perform all surveys necessary for the Engineer to determine final quantities of work in place. The Engineer will determine final quantities based on original ground levels determined by the Contractor and agreed by the Engineer.

The Contractor shall notify the Engineer at least one week before performing a quantity survey and, unless specifically waived, quantity surveys shall be performed in the presence of an authorized representative of the Engineer.

Degree of accuracy for the survey works shall satisfy the following specified tolerances:

- (a) Structure points shall be set within 0.01 foot accuracy from point to point, except where tighter tolerances are required.
- (b) Cross-section points shall be located within 0.10 foot, horizontally and 0.01 foot vertically.
- (c) Permissible closing error for a leveling line meant for establishing Temporary Bench Mark (TBMs) shall not exceed  $0.045 \times \sqrt{M}$  foot, where 'M' is in miles. The permissible closing error shall be duly adjusted.

The Contractor shall provide all materials, equipment and labour required for surveying work, including, but not limited to, instruments, stakes, spikes, steel pins, templates, platforms, and tools, and except as required to be incorporated in the work of left in place, all such materials and equipment, shall remain the property of the Contractor. Surveying instruments shall be in perfect working conditions and shall be subject to rigid inspection for proper operation at least

after every two weeks of use. Defective instruments shall be promptly replaced or repaired and adjusted to the satisfaction of the Engineer.

Survey data shall be recorded in accordance with recognized professional surveying standards. Original fixed field notes, computations, and other surveying data shall be recorded in the Contractor furnished field books. Notes or data not in accordance with standard formats will be rejected. Illegible notes or data, or use of erasures on any page of a field book will be considered sufficient cause for rejection of part or the entire field book. Copied notes of data will not be permitted; therefore, rejection of part or all of a field book may necessitate re-surveying. Corrections by ruling or lining out errors will be satisfactory.

The cost of all materials, equipment, surveyors and labour required for surveys for the Works and quantity surveys required by this clause shall be deemed to be included in the rates and prices of the various items in the Bill of Quantities and no separate measurement and payment in their respect shall be made.

### **23.3 Survey Instruments**

The Contractor shall maintain at the Site the requisite surveying instruments in perfect working conditions to enable the Engineer's Representative to check levels and lines of the work at all times.

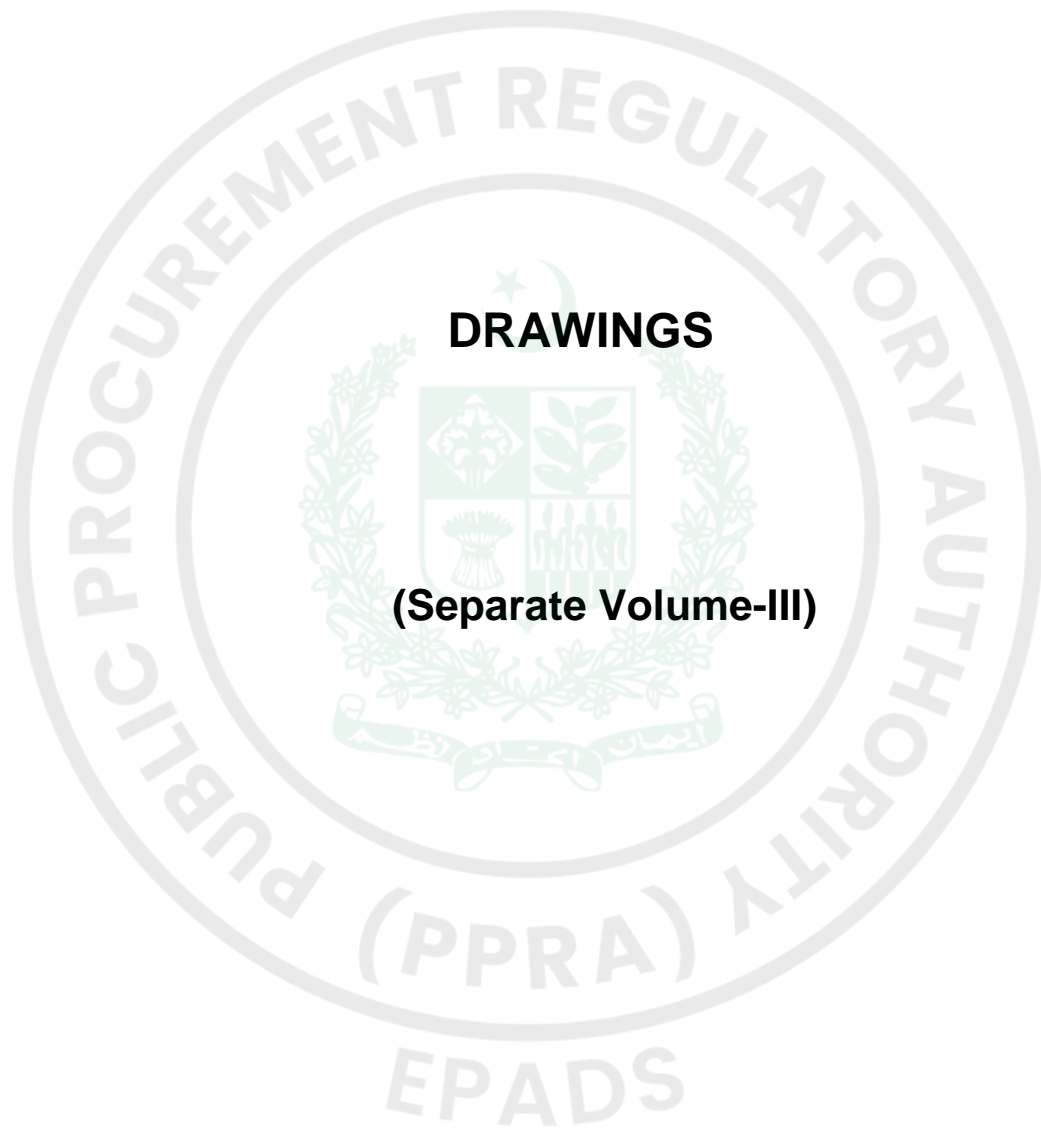
## **24. ENVIRONMENTAL PROTECTION**

The Contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the Works. Except where clearing is required for the Permanent Works, approved construction roads and the Temporary Works, and for excavation operations, all trees and native vegetation shall to preserved and shall be protected from damage which may be caused by the Contractor's construction operations and equipment. On completion of the Works, all work area shall be smoothed and graded in a manner to conform to the natural appearance of the landscape. Where unnecessary destruction, scarring, damage of defacing may occur as a result of the Contractor's operations, it shall be repaired, replanted, or otherwise corrected as directed by the Engineer at no additional cost to the Employer.

## **25. PAYMENT OF WORK**

No payment shall be made for the works involved within the scope of this section of specification unless otherwise specifically stated in the Bill of Quantities or herein.

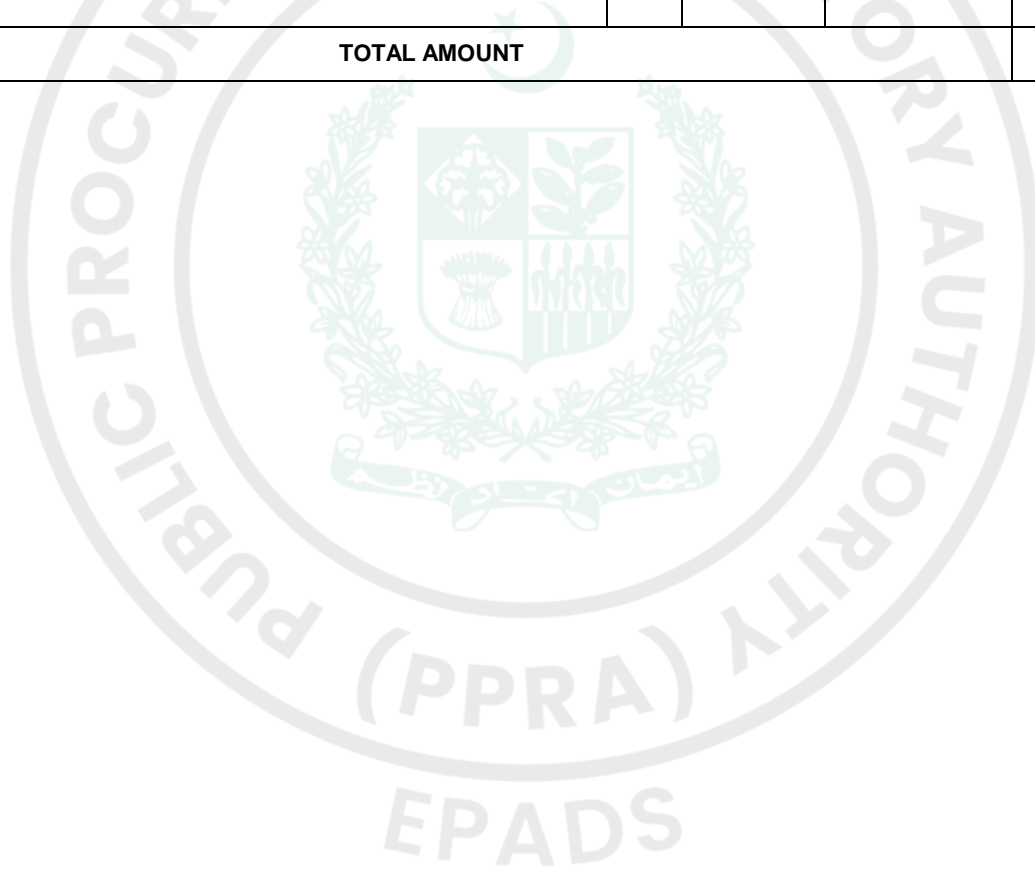
The cost thereof shall be deemed to have been included in the total price quoted by the Contractor.



Sr.No	Description	Unit	Quantity	Rate	Amount (Rs.)
1	Design, Manufacturing and Supply of Pre engineered Steel Shed having including, primary structural steel rafters, columns, Connection plates, Base plates, Roof Purlins, Pre-painted roof sheet, Trims, gutters, Down take Pipes and cross wire bracing, anchor bolts for anchorage and Other Necessary hardware fixing screws complete in all respects.	%Sft	1,789		
2	Supply & Installation of Roof area only Glass Wool Insulation 50mm Thick with Mesh Density (10 – 12) Kg/m3.	%Sft	1,317		
3	Excavation for foundation of columns, walls, etc. upto any depth and lead including back filling of excavated earth in foundation trenches and spreading the surplus earth in plinth area and/or depressions where required including making provision for shoring of loose soil if required and removal of excavated earth upto 5'-0" from edge of excavation complete as per drawing and as directed by the Consultants.	%Cft	3,150		
4	Providing Earth filling with off site material (brought from out side source)including compaction upto 95% in plinth, depression and where ever required laid in 12" layer well watered, consolidated and compacted with mechanical means complete as per drawing and as directed by the Consultants.	%Cft	4,723		
5	Providing C.C. 1:4:8 bed concrete using graded screened bajri 3/8" and down gauge as fine aggregate and stone ballast 1" to 2" size as coarse aggregate in foundation over well compacted earth including levelling and curing etc. complete as per drawing and as directed by the Consultants	%Cft	600		
6	Providing Reinforced cement concrete 1:2:4 (mix design) using graded screened bajri 3/8" and down gauge as fine aggregate and crushed stone 3/4" and down gauge as coarse aggregate with machine mixing including the cost of form work and its removal, vibrating using mechanical vibrator, curing and cube testing etc. having min. works cube crushing strength of 3,000 psi after 28 days curing but excluding the cost of reinforcement bars complete as per drawing and as directed by the Consultants.	%Cft	721		
7	Providing brick masonry using 9" x 4 1/2" x3" best approved quality burnt bricks the bricks used should be well-burnt without being vitrified and shall be uniform in colour, regular in shape and size with sharp and square corners and parallel faces, free from flaws and cracks, to be laid in mortar 1:4 with curing, scaffolding, racking out the joints, courses shall be kept in time plumb as per drawing, standard specification and as directed by the Consultants Up To 12ft Height.	%Cft	946		
8	Providing fabrication and installation in position 12mm of gypsum board sheet (gypsum board approved company) including cutting of opening for lights fixture/ diffusers with making of light pelmet fiber tape on joints including 3 coats of mat enamel paint finish primer coat filling if required with all other hardwares, wastage scaffolding, making access panel (where required)etc as per design & drawing complete.	%Sft	1,317		
9	Providing and fixing powder coated or anodized aluminum, glazed door of aluminum sections, tinted glass, rubber gaskets, double action floor mounted concealed type pivot hinge mechanism, hydraulic door closer, handles & locking arrangement, screws/expansion bolts and other aluminum accessories etc. complete in all respects as approved by the Engineer.	%Sft	112		
10	Providing and laying 1/2" thick cement sand plaster (1:4) to Internal Ceiling, Walls, Stairs, Columns, & etc making edges and corners, preparation of surface plaster with mesh, including finishing, scaffolding, curing and etc. Complete in all as per drawing & instruction of the Consultant.	%Sft	566		

Sr.No	Description	Unit	Quantity	Rate	Amount (Rs.)
11	Providing and applying 2 coats of Plastic Emulsion paint (Mat finish) of approved quality, color and shade (approved company) over 2 coats of Primer of approved manufacturer and quality on Ceiling, Columns, Walls, & etc including surface preparation, Wall putty filling, cutting, surfacing, scaffolding, scraping, sanding, & etc. Complete in all as per drawing & instruction of the Consultant.	%Sft	2,221		
12	Providing Reinforced steel bars using minimum Yield Strength of 60 KSI confirming to ASTM A-615, as per design including cutting, bending, binding and placing in position on c.c precast spacers and steel chairs, tying with binding wire 20 SWG complete with the cost of chairs, binding wire etc. complete as per drawing and as directed by the Consultants.(Rate should include the cost of wastage of steel, also note that All Reinforcing steel shall be adequately protected from rust and corrosion before and during concreting)	%Ton	2		
13	Providing and installation of locally produced Porcelain tiles on floor, Wall & skirting with cement motar 1:4 and complete with screening, grouting, filling, finishing and etc. complete in all respects, as per drawing & instruction of the consultant or Engineer.	%Sft	2,040		
14	Providing and fixing of Pre Polished Granite Sills / Thresholds under windows and doors respectively , of approved origin, color/shade / thickness fix with cement sand mortar	%Sft	100		
15	Provide and install Aluminum Composite Panel overall 4mm thick with 0.5mm skin thickness with mineral-filled core of approved sample & metallic/solid colour of approved shades including making grooves, chamfered edges, joint details, sealant, backing rod, fixing & framing system, protection of panels, etc. all as per manufacturer's specifications and instructions, fixing arrangement, etc. complete in all respect as per drawings & specifications.	%Sft	2,172		
16	Providing and Fixing of Cementious Tile/chemical tile of Different sizes at plinth protection Comprising cement Sand Mortor complete in all respects.	%Sft	300		
17	2 nos of washroom with all accessories Inc WC, Wash basin, Muslim Shower etc	%No	1		
18	Supply and installation of premium-grade uPVC toilet/washroom door, comprising a rigid uPVC frame. Door to include solid uPVC panels for high durability in wet areas Complete in all aspects	%sft	40		
19	Supply of Aluminium Fixed Curtain Wall, Premium Quality, of Anodized Aluminium extruded section size, colour and texture as specified, including fixing on concrete, wood or steel frames, complete with all necessary fittings incl 6mm double glazed glass all as specified.	%sft	1,068		
20	Providing and Installation of pipe PVC Dia 2" with calmps and all other nessary hardware	%RFT	10		-
21	Providing and Installation of pipe PVC Dia 6" with calmps and all other nessary hardware	%RFT	45		-
22	Providing and Installation of pipe PVC Dia 6" with calmps and all other nessary hardware	%RFT	50		-
23	Providing and Installation of pipe PVC Dia 6" with calmps and all other nessary hardware	%RFT	55		-
24	Providing and Installation of pipe PVC Dia 6" with calmps and all other nessary hardware	%RFT	45		-
25	Providing and Installation of pipe PVC Dia 6" with calmps and all other nessary hardware	%RFT	45		-
26	"Supply, installation, testing and commissioning of electric geyser,(25L) complete with all accessories, inlet/outlet connections, safety valve, thermostat, pressure release system, and necessary fittings, including all civil and electrical works to make the unit fully operational.	%NO	1		-
27	Supply and installation of Hand dryer complete in all aspect	%NO	1		-
28	Sofa 3 Seater	%NO	5		-
29	Round Dinning Table	%NO	6		-

Sr.No	Description	Unit	Quantity	Rate	Amount (Rs.)
30	Carpet Rug	%NO	2		-
31	Supply, installation, testing and commissioning of complete electrical system including PVC/HD conduit wiring, cable laying, junction boxes, switchboards, DBs, earthing system, internal & external lighting fixtures, high-bay industrial LED lights suitable for warehouse/shed height, and complete fittings as per approved drawings, safety standards and instructions of the Engineer-in-charge	%Sft	1,617		-
32	Supply and installation of rectangular planter of size 1.5'-0" x 4'-0", complete in all respects as per approved design and site requirements.	%NO	15		-
33	Supply, Installation, Testing & Commissioning of 65" Samsung LED Smart TV, complete with heavy-duty wall mounting bracket, power connection, necessary fixing accessories, alignment, testing and commissioning, complete in all respects as per Engineer's instructions.	%NO	2		-
34	Supply, installation, testing and commissioning of Air Conditioning system floor Standing/ Casette type Indoor Units and associated Outdoor Units, including refrigerant piping, drain piping, control wiring, power cabling, insulation, supports, fittings, accessories and all necessary components required for proper operation, complete in all respects as per manufacturer's recommendations and site requirements.	%NO	2		-
<b>TOTAL AMOUNT</b>					



# NATIONAL DISASTER MANAGEMENT AUTHORITY

## CONSTRUCTION DRAWINGS

CLIENT: NDMA  
 PROJECT: NDMA LOUNGE  
 LOCATION: ISLAMABAD  
 QUOTE NO:

DESIGN SOFTWARES:



GENERAL NOTES:

1. ALL DIMENSIONS ARE IN 'MM'.
2. THIS DRAWING IS NOT FOR CONSTRUCTION.

LIST OF DRAWINGS

DWG. NO	DRAWING NAME
00	INDEX PAGE
01	LAYOUT PLAN
02	FOOTING PLAN
04	ROOF PLAN
05	3D MODEL

BUILDING ACCESSORIES

SR. NO	ACCESSORIES	SIZES	QUANTITY
-	-	-	-

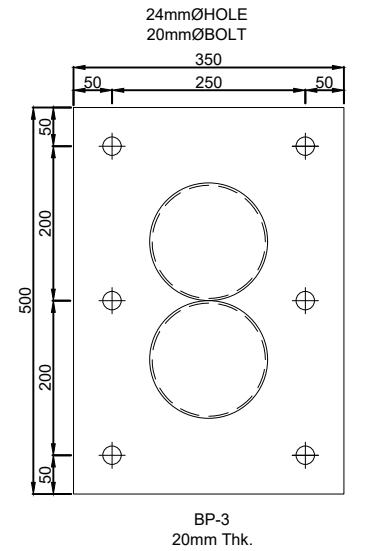
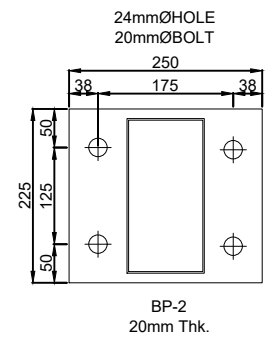
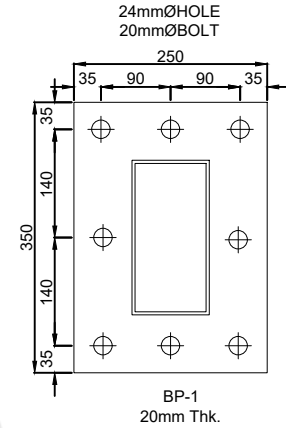
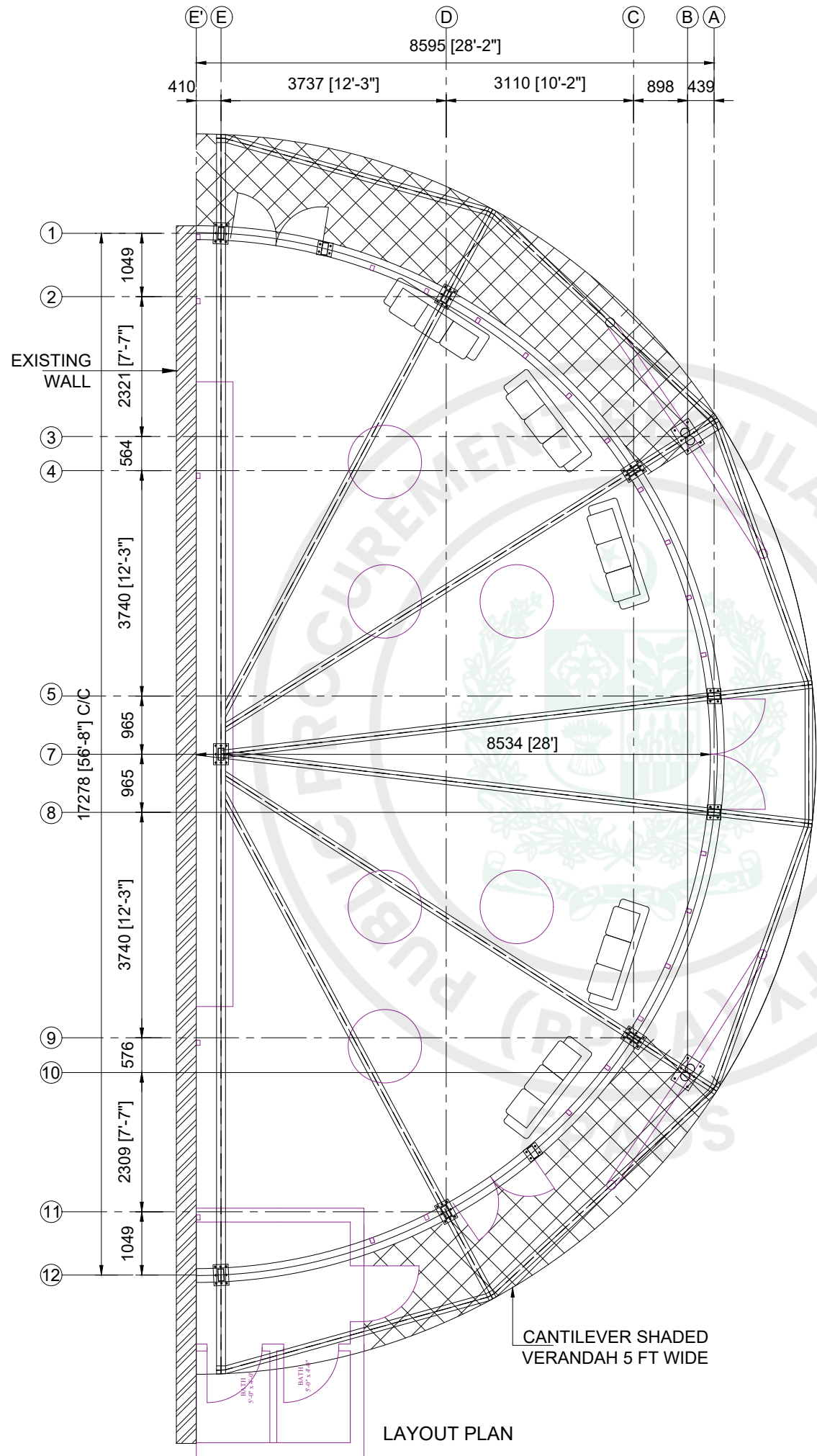
DETAIL OF COVERED AREA

UNITS	SQM	SFT
BUILDING		
MEZZANINE	--	---
<b>TOTAL AREA</b>		

02	02-07-2026	SHAHID	AWAIS	
01	01-07-2026	DANIYAL	AWAIS	
00	30-06-2026	DANIYAL	AWAIS	-
REV	DATE	DRAWN BY	CHECKED BY	APPROVED BY

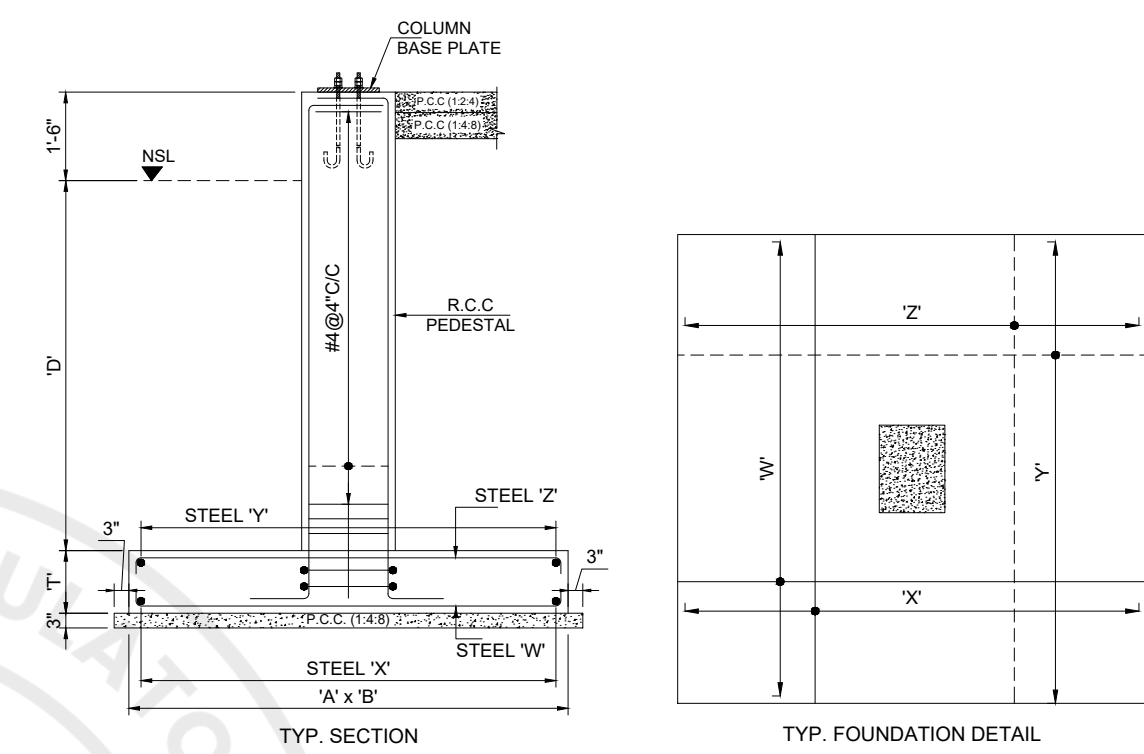
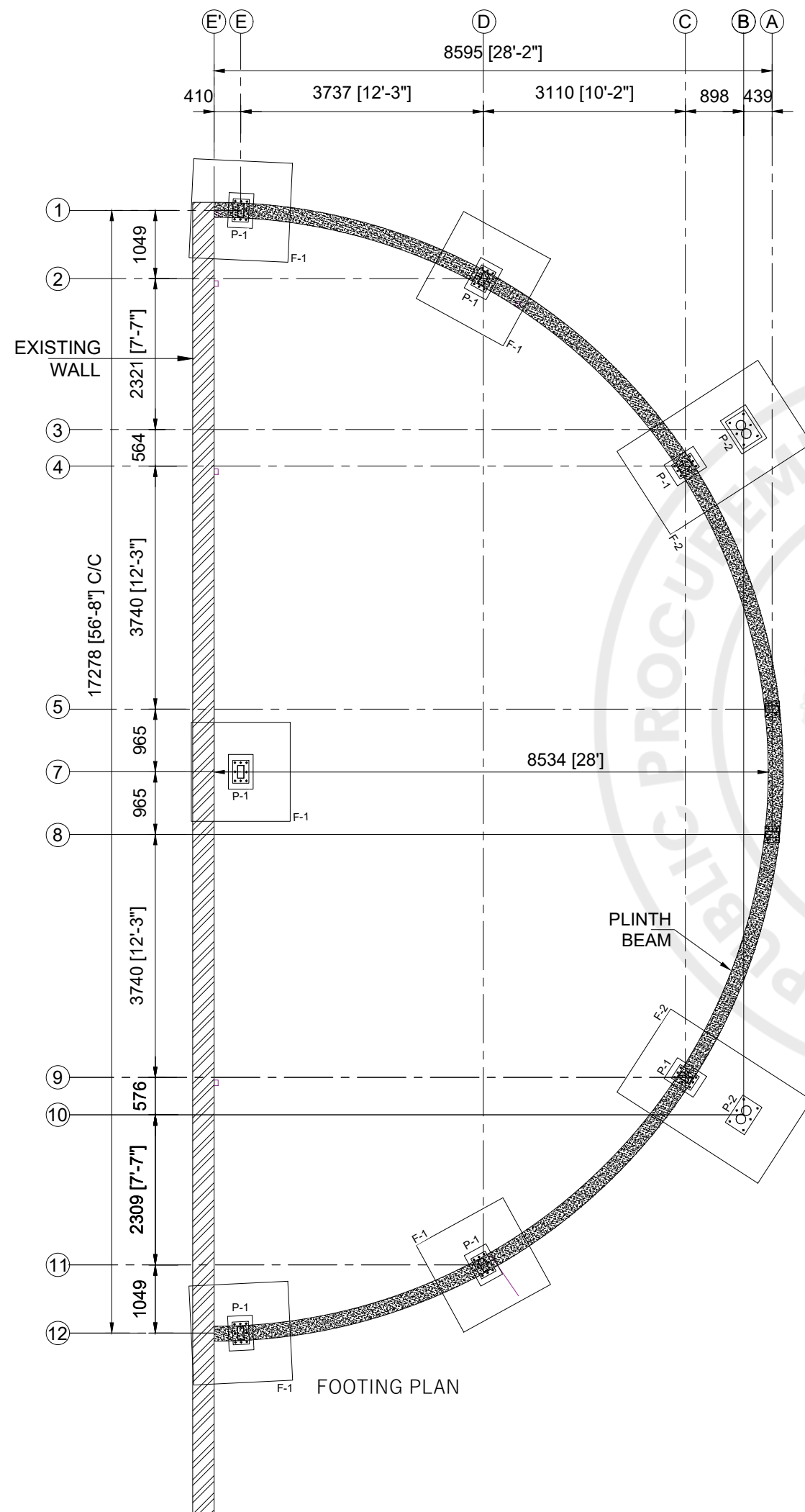
TOTAL DWG. NO'S. -

NATIONAL DISASTER MANAGEMENT AUTHORITY

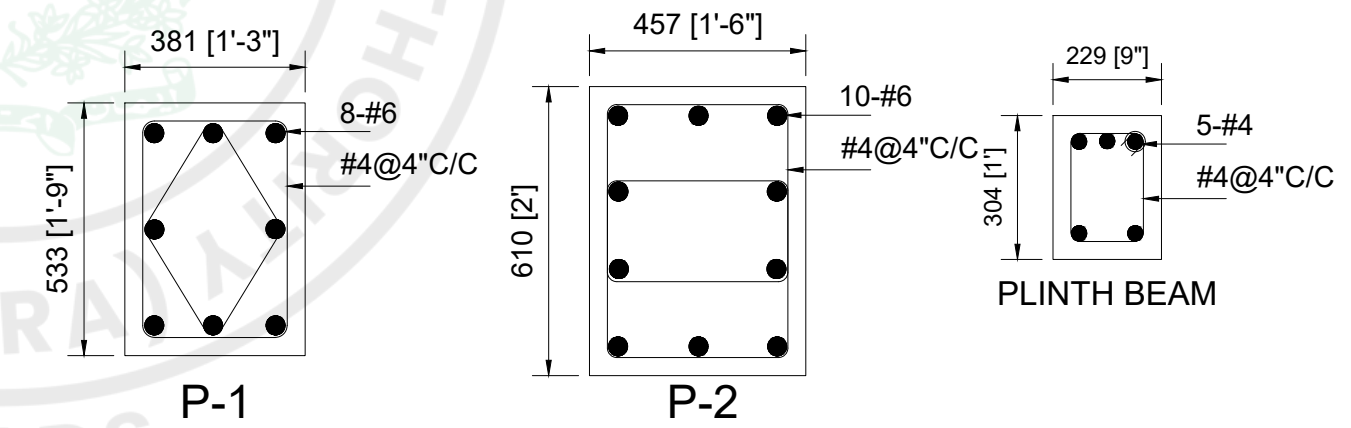


0	CONSTRUCTION DRAWINGS	02/07/2026
REV.	DESCRIPTION	
PROJECT: NDMA_LOUNGE		
DESIGNED BY: AWAIS	DRAWN BY: SHAHID SHABBIR	CHECKED BY: M.F
SCALE: N.T.S	DATE: 02/07/2026	JOB NO: RECO-1024
TITLE: ANCHOR BOLT PLAN		DRAWING NO. CD-02

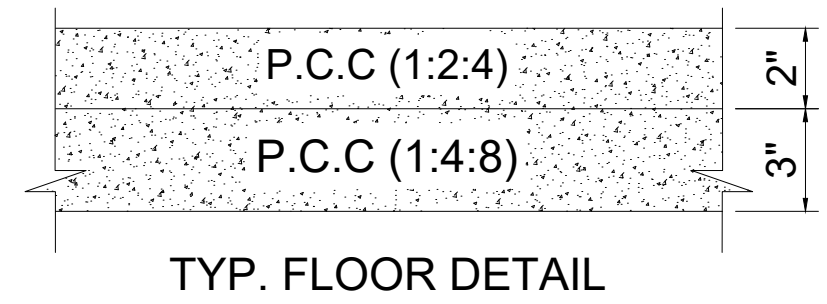
**NDMA**



SCHEDULE OF FOOTING								
FOUNDATION	DIMENSION 'A'	DIMENSION 'B'	DIMENSION 'T'	DIMENSION 'D'	DIMENSION 'W'	DIMENSION 'X'	DIMENSION 'Y'	DIMENSION 'Z'
F-1	5'-0"	5'-0"	12"	3'-0"	#4@6"C/C	#4@6"C/C	#4@8"C/C	#4@8"C/C
F-2	5'-0"	8'-6"	12"	3'-0"	#4@6"C/C	#4@6"C/C	#4@8"C/C	#4@8"C/C

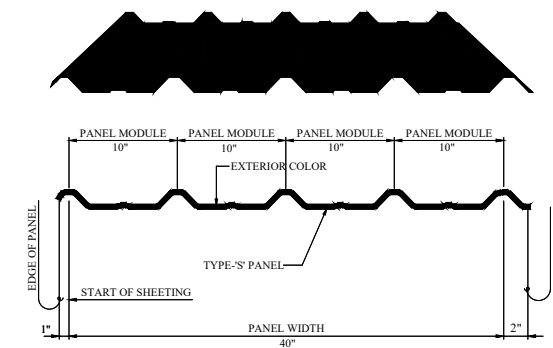
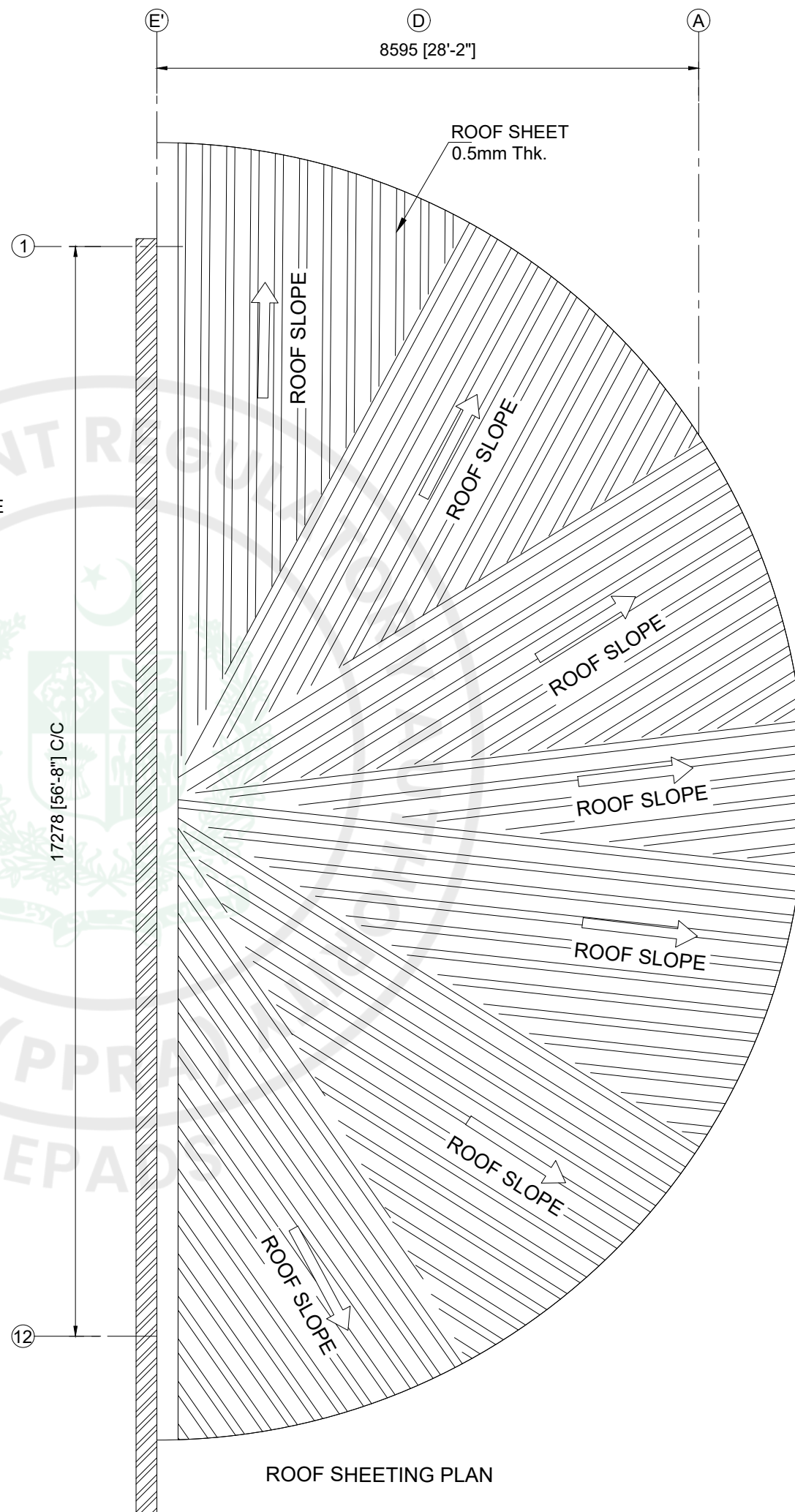
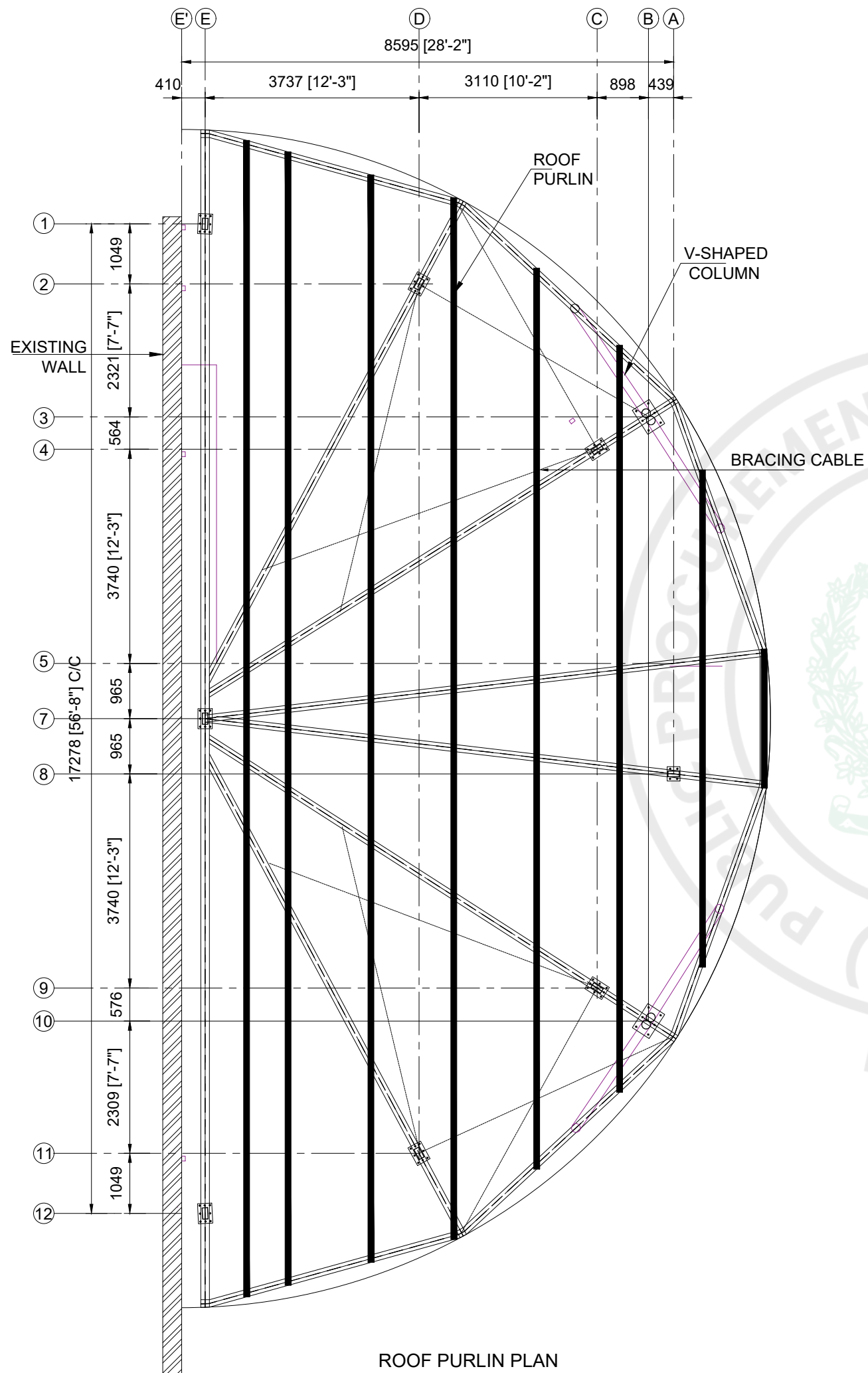


NOTE: 0.75 TSF NET ALLOWABLE BEARING CAPACITY IS ASSUMED FOR THE DESIGN OF FOUNDATIONS.



0	CONSTRUCTION DRAWINGS	02/07/2026
REV.	DESCRIPTION	
PROJECT: NDMA_LOUNGE		
DESIGNED BY: AWAIS	DRAWN BY: SHAHID SHABBIR	CHECKED BY: M.F
SCALE: N.T.S	DATE: 02/07/2026	JOB NO: RECO-1024
TITLE: FOOTING PLAN & DETAILS		DRAWING NO. CD-02

**NDMA**



NOTE:  
USE PANEL MODULE VALUE FOR STITCHING TRIMS/FLASHINGS TO WALL PANELS.

**TYPE-'S' PANEL MODULE**

0	CONSTRUCTION DRAWINGS	02/07/2026
REV.	DESCRIPTION	
PROJECT: NDMA_LOUNGE		
DESIGNED BY: AWAIS	DRAWN BY: SHAHID SHABBIR	CHECKED BY: M.F
SCALE: N.T.S	DATE: 02/07/2026	JOB NO: RECO-1024
TITLE: ROOF PLAN		DRAWING NO. CD-04

**NDMA**



# CONSTRUCTION EXPERIENCE

Form EXP - 4.1

## General Construction Experience

Bidder's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

Bid Reference No. (if any) and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	

Form EXP - 4.2(a)  
**Specific Construction and Contract Management Experience**

Bidder's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

Bid Reference No. (if any) and title: \_\_\_\_\_

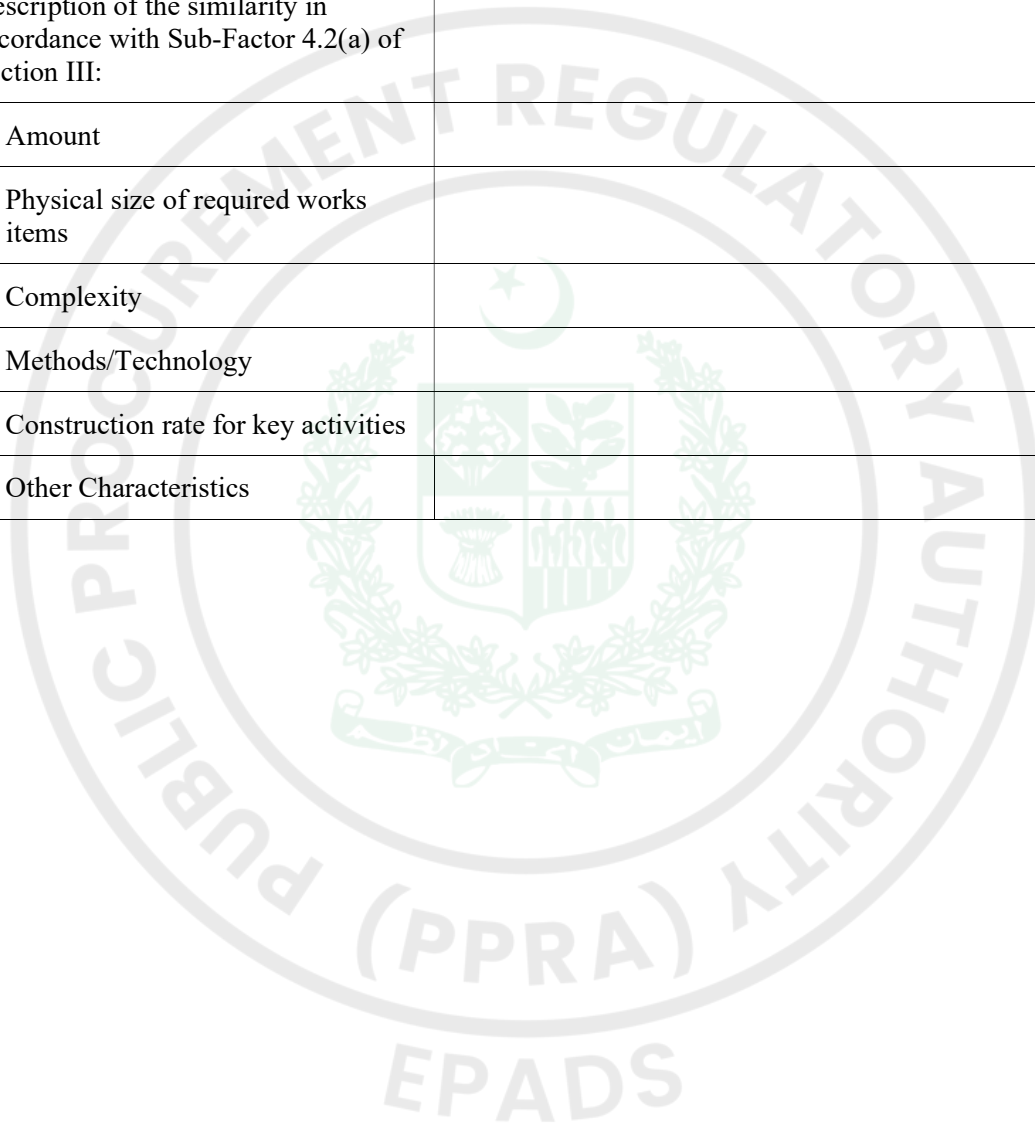
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	PKR equivalent			
If member in a JV or sub-contractor, specify participation in total Contract amount				
EMPLOYER's Name:				
Address:				
Telephone/fax number				
E-mail:				

(PPRA)  
EPADS

Form EXP - 4.2(a) (cont.)  
 Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	



Form EXP - 4.2(b)  
Construction Experience in Key Activities

Bidder's Name: \_\_\_\_\_

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

Bidder's JV Member Name: \_\_\_\_\_

Sub-contractor's Name (if any): \_\_\_\_\_

Bid Reference No. (if any) and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

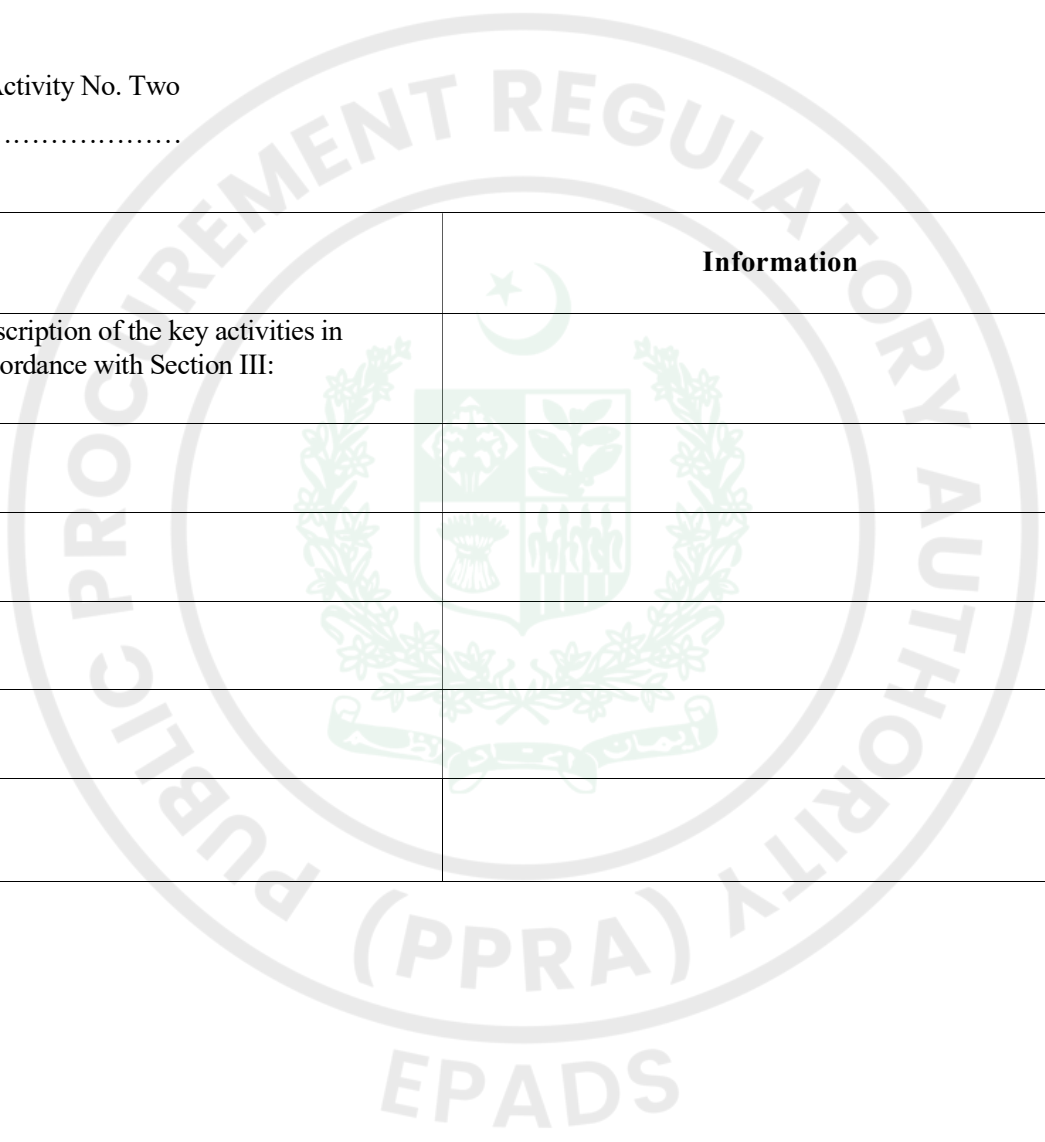
Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	PKR equivalent			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
EMPLOYER's Name:				
Address:				
Telephone/fax number				

	<b>Information</b>
E-mail:	

2. Activity No. Two

3. ....

	<b>Information</b>
Description of the key activities in accordance with Section III:	



Form EXP - 4.2 (c)  
Specific Experience in Managing ES aspects

*[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): \_\_\_\_\_

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): \_\_\_\_\_
3. Key Requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_
4. [PA define key requirements]

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## Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

### Contractor' Representative and Key Personnel

<b>1.</b>	<b>Title of position:</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>2.</b>	<b>Title of position:</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>3.</b>	<b>Title of position:</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>4.</b>	<b>Title of position:</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>

	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
<b>5.</b>	<b>Title of position:</b>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
<b>6.</b>	<b>Title of position:</b> <i>[insert title]</i>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>

**Form PER-2:  
Resume and Declaration  
Contractor's Representative and Key Personnel**

<b>Name of Bidder</b>
-----------------------

<b>Position [#1]:</b> <i>[title of position from Form PER-1]</i>
--

<b>Personnel information</b>	<b>Name:</b>	<b>Date of birth:</b>
	<b>Address:</b>	<b>E-mail:</b>
	<b>Professional qualifications:</b>	
	<b>Academic qualifications:</b>	
	<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>details</b>	<b>Address of Employer:</b>	
	<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>
	<b>Fax:</b>	
	<b>Job title:</b>	<b>Years with present Employer:</b>

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

<b>Project</b>	<b>Role</b>	<b>Duration of involvement</b>	<b>Relevant experience</b>
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

**Declaration**

I, the undersigned [ insert either “Contractor’s Representative” or “Key Personnel” as applicable] , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

<b>Commitment</b>	<b>Details</b>
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Contractor’s Representative orKey Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert period (start and end dates) for which this Contractor’s Representative orKey Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

**Name of Contractor’s Representative or Key Personnel:** *[insert name]*

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

Date: (day month year): \_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

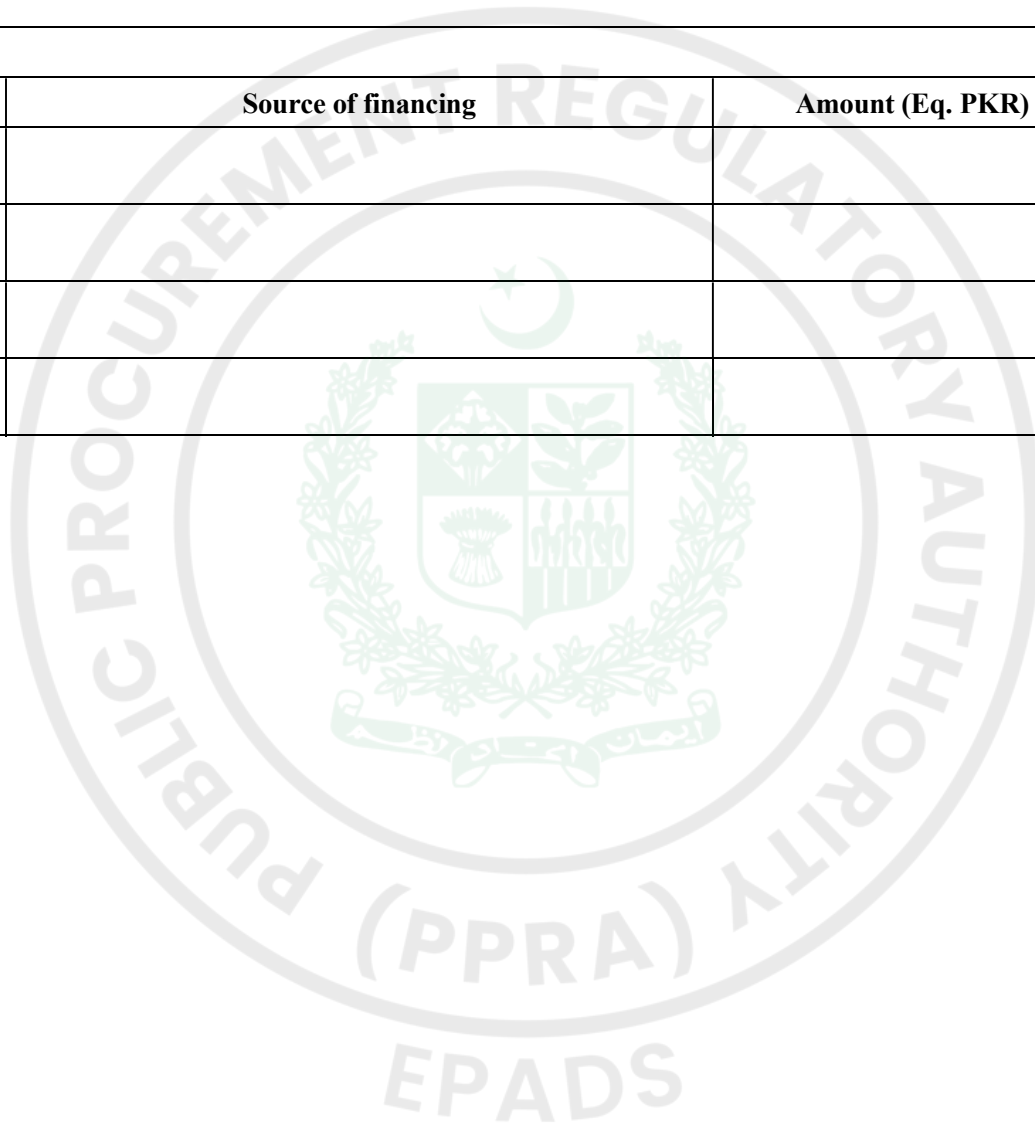
Signature: \_\_\_\_\_

Date: (day/month/year): \_\_\_\_\_

## Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

No.	Source of financing	Amount (Eq. PKR)
1		
2		
3		



## Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



## Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<input type="checkbox"/> Not debarred due to deviation from commitment of Bid Securing Declaration- <input type="checkbox"/> Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]  Name of Procuring Agency: <i>[insert full name]</i>  Address of Procuring Agency: <i>[insert street/city/country]</i>  Matter in dispute: <i>[indicate main issues in dispute]</i>  Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i>  Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>
<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), PKR Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]  Name of Procuring Agency: <i>[insert full name]</i>  Address of Procuring Agency: <i>[insert street/city/country]</i>  Matter in dispute: <i>[indicate main issues in dispute]</i>  Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i>  Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i></p>	<i>[insert amount]</i>

## Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current Eq. PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Eq. PKR/month]
1					
2					
3					
4					
5					

## Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\* Refer ITA 14 for the exchange rate

### 3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>1</sup> for the *[number]* years required above; and complying with the requirements.

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<sup>1</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

## Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>Annual Turnover Data</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange rate* (If applicable)</b>	<b>PKR equivalent</b>
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

\* Refer ITA for date and source of exchange rate.

\*\* Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.