



# NATIONAL BANK OF PAKISTAN

MAJOR RENOVATION AND REFURBISHMENT OF 1<sup>ST</sup> FLOOR, NBP HEAD OFFICE  
BUILDING, I.I.CHUNDRIGAR ROAD, KARACHI

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## VOLUME- I (TECHNICAL BID)

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INVITATION FOR BIDS  
INSTRUCTIONS TO BIDDERS  
BID DATA SHEET  
APPENDICES TO BID  
LETTER OF TECHNICAL BID  
STANDARD FORMS OF BID  
TECHNICAL EVALUATION CRITERIA  
GENERAL CONDITIONS OF CONTRACT  
SPECIAL CONDITIONS OF CONTRACT  
FORMS OF CONTRACT  
DRAWING  
ANNEXURES (For attachment of Documents)

*(For the purpose of this tender, all references to manual processes and manual submission of tender/bid should be deemed to have been replaced with the processes and procedures in pursuant to E-Pak Acquisition & Disposal System (EPADS) and defined in E-PAK Procurement Regulation, 2023.)*

*This completed Technical Bid; along with Bid Security Instrument, Letter of Technical Bid and all necessary documents as mentioned hereinafter; shall be submitted / uploaded on PPRA's EPADS Portal; before close of bid submission time.*

**APRIL 2024**

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# **SECTION-I INVITATION FOR BIDS**

# NATIONAL BANK OF PAKISTAN

## INVITATION TO BID

### Major Renovation and Refurbishment of 1<sup>st</sup> Floor, NBP Head Office Building, I.I. Chundrigar Road, Karachi.

National Bank of Pakistan (NBP), a leading commercial bank of the country invites sealed bids from experienced constructors with an active status on FBR Active Taxpayer List & Sindh Revenue Board and possess valid Pakistan Engineering Council License in Category: C4 or above with Specialization Codes: CE-10 and EE-04; and have not been blacklisted by any organization; for aforesaid works.

Bidding documents; containing detailed terms and conditions, method of procurement, bid security, bid validity, opening of bid, etc. are available electronically and can be downloaded from EPADS-PPRA Website: <https://eprocure.gov.pk> free of cost.

A pre-bid meeting is also scheduled at 11:00 am on 30<sup>th</sup> April, 2024 in the Auditorium at 1<sup>st</sup> Floor, NBP, Head Office Building, I.I.Chundrigar Road, Karachi.

Bids should be submitted electronically ONLY through EPADS. Manual submission of bids is NOT allowed. For registration and training on EPADS or in case of any technical difficulty in using EPADS, prospective bidders may contact PPRA Team, Director MIS Room No.109, 1st Floor, FBC building Sector G-5/2, Islamabad. Contact Number 051-111-137-237.

The bids, prepared in accordance with the instructions contained in the bidding documents along with bid security instrument; and other documents as specified in the bidding documents must be submitted through EPADS by 14<sup>th</sup> May, 2024 at 11:30 am. Original Bid Security instrument MUST BE submitted to the under signed before closing hours of the bids submission time. Bids will be opened publicly in the presence of Procurement Committee and contractors who opt to participate on the same day at 12:00 pm through EPADS at the following venue,

**“The Engineering Wing Head Office, Engineering Group, LCMG, 3<sup>rd</sup> Floor, National Bank of Pakistan, Head Office Building, I.I Chundrigar Road, Karachi.**

This advertisement is also available on PPRA website at <https://www.ppra.org.pk> as well as on the National Bank of Pakistan website at <https://www.nbp.com.pk/TENDER>

**Wing Head,  
Head Office Wing, Engineering Group,  
Logistics, Communication & Marketing Group,  
National Bank of Pakistan  
3<sup>rd</sup> Floor, Head Office Building  
I.I Chandigarh Road, Karachi  
Tel: 021-99220854, 021-99062853**

# SECTION–II

## INSTRUCTIONS TO BIDDERS (ITB)

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



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**  
(Duly signed & stamped by the Authorized Representative)  
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## **A - INTRODUCTION**

### **ITB.1 Scope of Bid**

- 1.1 The Employer as defined in the Bid Data Sheet (BDS), hereinafter called “the Employer” wishes to receive bids for the Major Renovation and Refurbishment Works as described in these bidding documents and summarized in the BDS hereinafter referred to as the “Works”.
- 1.2 Bidders must quote for the complete Scope of the Works as per Appendix A to Bid and details of works specified in the Bill of Quantities. Any Bid not covering complete Scope of the Works will be declared as “Non-Responsive” and will be “Rejected” readily.
- 1.3 In pursuant to Sub Clause ITB.1.1, the successful bidder i.e. the “Most Advantageous Bidder”; to be declared in accordance to Clause ITB.34 will be expected to complete the Works within the Completion Period as specified in BDS.

### **ITB.2 Sources of Funds**

- 2.1 The Employer has arranged funds from its own resources.

### **ITB.3 Eligible Bidders**

- 3.1 A Bidder may be a natural person, Sole Proprietor, Company or Firm or Corporate or Public or Semi- Public agency of Pakistan; having legal entity in Pakistan to perform the works. However, any combination of them is not allowed.
- 3.2 The Invitation for Bids is open to all prospective bidders, subject to any provisions of registration, incorporation or licensing by the respective national or provincial incorporating agency or statutory body established for that particular trade or business.
- 3.3 Bidder should have an active status on FBR Active Taxpayer List & respective Provincial Revenue Board as specified in BDS, on the date of bid submission.
- 3.4 Bidder should be registered with Pakistan Engineering Council (PEC) with valid Pakistan Engineering Council (PEC) registration in relevant Category and Specialized Code(s) as specified in the BDS, on the date of bid submission.
- 3.5 Bidder should not have been blacklisted or debarred by any Govt./Semi Govt./Private Organization and in same reference must submit an Undertaking/Affidavit on Judicial Stamp Paper of Rs.1,000/- as per format specified vide Form-B4 under Section-V i.e. Standard Forms of Bid.
- 3.6 A Bidder may be ineligible if he fails to furnish necessary documentary evidence in pursuant to Sub Clauses ITB.3.3, 3.4 and 3.5 respectively; along with the bidding documents electronically on PPRA’s EPADS Portal before stipulated date and time as stated in the Notice for **Invitation for Bids**.
- 3.7 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
  - a) have a close family or business relationship with any Employer’s Employee who is involved in the preparation of the bidding documents, specifications, bid evaluation or Contract management.
  - b) 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 Employer to provide consulting services for the preparation of the design, specifications and other documents to be used for the provision of the Works to be purchased/arranged under this Invitation for Bids.
  - c) have controlling shareholders in common; or
  - d) receive or have received any direct or indirect subsidy from any of them; or
  - e) have the same legal representative for purposes of this Bid; or



f) have a relationship with each other, directly or through common third parties, that puts them in



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**  
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a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or  
g) Submit more than one Bid in this Bidding process.

- 3.8 Bidders shall provide to the Employer, evidence of their eligibility and proof of compliance with the necessary legal requirements to carry out the contract effectively.
- 3.9 Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Employer, as the Employer shall reasonably desire in the Technical Evaluation Criteria.

**ITB.4 One Bid per Bidder**

- 4.1 Each bidder shall submit only one bid.
- 4.2 A bidder who submits or participates in more than one bid will be disqualified.
- 4.3 No bidder can be a sub-contractor while submitting a Bid individually in the same Bidding process.
- 4.4 A Sub-Contractor cannot be a sub-contractor with more than one bidder in the same bidding process.

**ITB.5 Cost of Bidding**

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

**ITB.6 Signatory of the Bid**

- 6.1 It will be the responsibility of the bidder to upload the bidding documents; duly signed by his authorized Signatory of the Bid in pursuant to Sub Clause ITB.14.1 (d).
- 6.2 Since it is mandatory to submit the bidding documents only by uploading on the PPRA's EPADS Portal; it is understood that the bidder will do so through his registered EPADS account; and such action will bind and commit the bidder to own his respective submission.
- 6.3 However; the Employer may ask the bidder; to submit necessary authorization letter or power of attorney or any other documentary proof/evidence for the authorized Signatory of the Bid; if require during the preliminary examination and evaluation of the bids.

**ITB.7 Site Visit**

- 7.1 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 execution of the Works. All cost in this respect shall be at the bidder's own expense.
- 7.2 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.

**ITB.8 Bid Opening Procedure**

- 8.1 Bids will be opened in pursuant to Rule 36 (b) of PPR-2004.



## **B - BIDDING DOCUMENTS**

### **ITB.9 Contents of Bidding Documents**

9.1 The Bidding Documents, in addition to Invitation for Bids, are those as stated below, and should be read in conjunction with any Addendum issued in accordance with Clause ITB.11.

#### **Volume-I**

- a) Instructions to Bidders (ITB)
- b) Bid Data Sheet (BDS)
- c) General Conditions of Contract (GCC)
- d) Special Conditions of Contract (SCC)
- e) Letter of Technical Bid
- f) Appendices to Bid (A to D)
  - A-Specific Works Data
  - B-Proposed Work Program
  - C-List of Sub-Contractors
- g) Bid Security or Form of Bid Security Guarantee
- h) Undertaking / Affidavit for Non-Blacklisting, litigation details etc.
- i) Form of Performance Security
- j) Form of Contract Agreement
- k) Form of Integrity pact
- l) Form for Declaration of Beneficial Ownership Information
- m) Technical Evaluation Criteria and desired documents (mentioned therein)
- n) Drawing

#### **Volume-II**

- o) Letter of Financial Bid
- p) Appendix D - Schedule of Prices / Bill of Quantities (BOQ)

9.2 The number of copies to be completed and returned with the Bid is specified in the BDS.

9.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not properly downloaded by the bidder from the PPRA's EPADS Portal or the bidder has failed to upload the completed bidding documents along with other necessary documents as specified in the bidding documents on the PPRA's EPADS Portal.

9.4 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission or submission of all information or documents required in the Bidding documents will be at the Bidder's own risk. Pursuant to Clause ITB.31, bids which are not substantially responsive to the requirements of the Bidding Documents in every respect will be rejected.

### **ITB.10 Clarification of Bidding Documents & Pre-Bid Meeting**

10.1 Any prospective bidder requiring any clarification(s) in the Bidding Documents may notify the Employer in writing through PPRA's EPADS Portal. The Employer within number of working days as specified in the BDS after receiving the request for clarifications will respond in writing through PPRA's EPADS Portal to any request for clarifications, provided that such notifications/requests is received not later than number of days as specified in the BDS prior to the deadline for the submission date of Bids as prescribed in Notice for Invitation for Bids.

10.2 Employer's response(s) to the clarification(s); will be made available to all the identified prospective bidders at PPRA's EPADS Portal; including a description of the inquiry, but without identifying its source; as per PPRA's policy.

10.3 If a Pre Bid Meeting is proposed for the prospective bidders, then the place, date and time will be mentioned in the Notice for Invitation for bids. The Bidder's designated representative is invited at the



- Bidder's cost to attend. The purpose of the meeting will be to clarify issues and answer questions on the technical requirements, Evaluation Criteria or any other aspects of the bidding documents.
- 10.4 Minutes of the pre-Bid meeting, if held in pursuant to Sub Clause ITB.10.3, 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 PPRA's EPADS Portal.
- 10.5 5 Any modifications to the Bidding Documents listed in Sub Clause ITB 9.1, which may become necessary as a result of the Clarifications or Pre-Bid Meeting, shall be made by the Employer exclusively through the use of an Addendum following the procedure under Clause ITB.11. Non - attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 10.6 Under the provision of Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the provisions of procurement regulatory framework, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The detail of GRC is given on the PPRA Website: <http://ppra.org.pk>.

#### **ITB.11 Amendment of Bidding Documents**

- 11.1 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 or resulted due to discussions made during the pre-Bid meeting, modify the Bidding Documents by issuing addendum. Such amendments shall take precedence over the existing bidding documents.
- 11.2 Any addendum thus issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to Sub Clause ITB.11.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication. The Employer shall promptly publish the Addendum at PPRA's EPADS Portal or at its Website: <http://www.nbp.com.pk> as well.
- Provided that the bidder who had either already submitted their bid on PPRA's EPADS Portal prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline; provided the PPRA's EPADS Portal allow him to do so.
- 11.3 The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum have been taken into account by the Bidder in its bid.
- 11.4 To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for the submission of Bids in accordance with Clause ITB.25, consistent with the provisions under Rule 27 of PPR-2004.
- Provided that the Employer shall extend the deadline for submission of Bid, if such an addendum is issued within last number of days (as specified in the BDS) prior to the Bid submission deadline.



## **C – PREPARATION OF BIDS**

### **ITB.12 Language of Bid**

12.1 The Bid prepared by the Bidder, as well as all correspondence and documents related to the Bid exchanged by the Bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided the same are accompanied by an accurate translation of the relevant pages in the English language, in which case, for purposes of interpretation of the Bidder, the translation shall prevail.

### **ITB.13 Documents and sample(s) constituting/comprising the Bid**

- 13.1 The Bid prepared by the Bidder and to be uploaded on PPRA’S EPADS Portal; shall constitute the components as given hereunder:
- 13.2 Technical Bid shall comprise of the following:
- a) Form – B1: Letter of Technical Bid under Section V (to be submitted on Bidder’s Letterhead) duly filled, signed and stamped by the Signatory of the Bid;
  - b) Bid Security as per Clause ITB.21 or Bank Guarantee as per Form-B3: Bid Security Form; under Section V; (to be uploaded on PPRA’S EPADS Portal separately)
  - c) Form-B4: Form of Non-Blacklisted Undertaking/Affidavit; on Stamp Paper of Rs.1,000/- under Section V duly filled, signed and stamped by the authorized Signatory of the Bid;
  - d) Duly signed and stamped Section VI: Technical Evaluation Criteria; by the authorized Signatory of the Bid with all the documents related to Minimum Eligibility/Bid Responsiveness/Qualification Criteria as required under the said Technical Evaluation Criteria.
  - e) Volume I of Bidding Documents duly filled (wherever required), signed and stamped on each page/sheet by the authorized Signatory of the Bid;
  - f) Any other document/information; bidder feels mandatory to suffice the bidding documents or its qualification;
- 13.3 Financial Bid shall comprise of the following:
- a) Form – B2: Letter of Financial Bid under Section V (to be submitted on Bidder’s Letterhead) duly filled, signed and stamped by the authorized Signatory of the Bid;
  - b) Volume II of Bidding Documents including Section VII: Schedule of Prices (BOQ); duly filled, signed and stamped on each page/sheet by the authorized Signatory of the Bid including ;
- 13.4 All the documents as mentioned above at Sub Clauses ITB.13.2 and 13.3 should be separately bind to prepare the hard copies as “Technical Bid” and “Financial Bid” respectively and their Original and Copies (if any) shall also be put in separate envelopes as stated in Sub Clause ITB.13.1.

### **ITB.14 Sufficiency of Bid**

- 14.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 14.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.
- 14.3 The Bidders, at their own responsibility, risk & cost, are encouraged to visit and examine the site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Works.



**ITB.15 Documents Establishing Bidder’s Eligibility and Qualifications**

- 15.1 Pursuant to Clause ITB.13, the Bidder shall furnish, as part of its Bid, Forms of Bids and all those documents establishing the Bidder’s eligibility to participate in the bidding process in accordance to Clause ITB.3 and required under Section VI: Technical Evaluation Criteria.
- 15.2 Pursuant to Clause ITB.13, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder’s qualification being required under Section VI: Technical Evaluation Criteria
- 15.3 Bidders having submitted a compliant bid in accordance to Clause ITB.15 will be considered for award of work; provided its bid is declared as Most Advantageous bid in pursuant to Clause ITB.34.

**IB.16. Documents Establishing Works Conformity to Bidding Documents**

- 16.1 The documentary evidence of the Work’s conformity to the Bidding documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 16.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

**ITB.17 Letters of Bid**

- 17.1 The Bidder shall fill the Letter of Technical Bid & Financial Bid respectively; furnished in the Bidding Documents. These letters of Bid must be completed without any alterations to their formats and no substitute shall be accepted.
- 17.2 No alteration is to be made in the Letters of Bid except in filling up the blanks as directed. If any alteration is made in the Letters of Bid or any other part of Bidding Documents, or if these instructions are not fully complied with, the bid may be rejected.
- 17.3 The Letters of Bid should be filled, signed and stamped by the authorized Signatory of the bid pursuant to Clause ITB.6.1; otherwise the bid will be rejected pursuant to Sub Clause ITB.31.4.

**ITB.18 Bid Prices**

- 18.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub Clause 1.2 hereof, based on the unit rates and / or prices submitted by the bidder.
- 18.2 The Bid Prices quoted by the Bidder in the Letter of Financial Bid and in the priced Schedule of Prices (BOQ) shall confirm to the requirements specified below in Sub Clauses of ITB.18 or exclusively mentioned hereinafter in the bidding documents.
- 18.3 The Bidder shall fill in rates and prices for all items of the Works as 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 the contract is executed and shall be deemed covered by rates and prices for other items in the Bill of quantities.
- 18.3 All liable duties, taxes, charges imposed by Federal/Provincial or Local authorities (to be deducted at the Source before payment by the Employer to the Bidder; including Sales Tax, Income Tax etc. or payable by the Contractor itself), shall be included in the rates and the prices and the total Bid Price submitted by a Bidder.
- 18.4 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to any variation on any account. A Bid submitted with an adjustable price will be treated as Non-Responsive and shall be rejected, pursuant to Sub Clause ITB.31.3. However, 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.



- 18.5 The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Federal / Provincial Department.

### **ITB.19 Currencies of Bid and Payments**

- 19.1 The price shall be quoted by the Bidder in Pak Rupees and the payments to be made by the Employer would be in Pak Rupees as well.

### **ITB.20 Bid Validity Period**

- 20.1 Bids shall remain valid for the period stipulated in the BDS after the Date of Bid Opening specified in Clause ITB.28. A Bid valid for a shorter period shall be rejected by the Employer as Non-Responsive, pursuant to Sub Clause ITB.31.3.
- 20.2 Under exceptional circumstances, prior to the expiration of the original Bid Validity period, the Employer may request the bidders consent to an extension of the period of validity of their bids (for not more than the period equal to the period of the Original Bid validity) only once. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication.
- 20.3 Bidders agreeing for the extension of their bid validity period shall not be permitted to modify their Bids or change the substance of their bids; but will be required to extend the validity of their Bid Security for the bid validity extension period and in compliance with Clause ITB.21 in all respects.
- 20.4 Bidders do not agreeing to an extension of their bid validity period shall be allowed to withdraw their bids without forfeiture of their Bid Security.

### **ITB.21 Bid Security**

- 21.1 The Bidder shall furnish as part of its Bid, a Bid Security in the amount and currency as specified in the BDS in favor of “National Bank of Pakistan” 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 pursuant to Sub Clause ITB.20.3; in any of the following forms:
- a) A Payment Order/Banker’s Cheque/Demand Draft/CDR
  - b) An unconditional Bank Guarantee issued by a Scheduled bank as per sample specified vide Form-B3 for Form of Bid Security provided in the Section V (Standard Forms) of the bidding documents or any other amended format duly approved by the Employer prior to the Bid submission;
- In either case, the form must include the complete name of the Bidder;
- 21.2 The Bid Security shall be payable promptly upon written demand by the Employer in case any of the conditions listed in Sub Clause ITB 21.6 are invoked.
- 21.3 Any Bid not accompanied by a Bid Security in accordance with Sub Clause ITB.21.1; shall be rejected by the Employer as non- responsive, pursuant to Clause ITB. 31.
- 21.4 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 pursuant to Clause ITB.20. The 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:
- a) the expiry of the Bid Security;
  - b) the entry into force of a Contract Agreement and the provision of a Performance Security, for the performance of the contract if such a security, is required in the Biding documents;
  - c) the rejection by the Employer of all Bids;
  - d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.
- 21.5 The most advantageous Bidder’s Bid Security will be discharged upon signing the contract pursuant to Clause ITB.43, and furnishing the Performance Security, pursuant to Clause ITB.41.



- 21.6 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity; or
  - b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub Clause ITB32.2 hereof;
  - c) In the case of a most advantageous bidder, if he fails to:
    - i) Furnish the required Performance Security in accordance with Sub Clause ITB.41.1, or
    - ii) Sign the Contract Agreement, in accordance with Clause ITB.43
- 21.7 In any event as specified in Sub Clause ITB.21.6, the Employer at his sole discretion may award works to second most advantageous bid.

**ITB.22 Alternative Bids by the Bidder**

- 22.1 Alternative bids are not allowed and will not be considered.

**ITB.23 Format and Signing of Bid**

- 23.1 The Word “Bid” to be submitted by the bidder in below mentioned clauses of ITB.23 should be read as “Technical Bid” and “Financial Bid” simultaneously.
- 23.2 The Bidder shall prepare one original and number of copies of the Bid as indicated in the BDS, clearly marking each “ORIGINAL” and “COPY”, as appropriate. In the event of any discrepancy between them, the original bid shall prevail.
- 23.3 The original bid (i.e. each and every page of the Volume-I and Volume-II) shall be typed or written in indelible ink; wherever required and shall be signed by the Signatory of the Bid for and on behalf of the Bidder in pursuant to ITB.6.1; otherwise the bid shall be rejected pursuant to Sub Clause ITB.31.3.
- 23.4 The Signatory of the Bid shall sign and stamp all pages of the bid, except for the un-amended printed literature. All Forms, Appendices and Schedules to Bid are to be properly completed, signed and stamped.
- 23.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed by the Signatory of the bid.



## **D – SUBMISSION OF BIDS (ELETRONICALLY ON EPADS)**

### **ITB.24 Sealing and Marking of Bids**

- 24.1 The Bid shall comprise of two (02) envelopes submitted simultaneously, one marked as the “Technical Bid” and the other as “Financial Bid”. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
- a) Bidder shall submit its TECHNICAL BID and FINANCIAL BID in separate inner envelopes and clearly marked as such; enclosed in a single outer envelope.
  - b) ORIGINAL and each Copy of the Technical Bid and Financial Bid shall be separately sealed and put in separate envelopes and marked as such.
  - c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub Clauses ITB.24.1(d) and 24.2.
  - d) The inner and outer envelopes shall:
    - i) be addressed to the Employer at the address given in the BDS; and
    - ii) bear the title and identification number of the subject works/Project/Contract name, as indicated in the BDS and a Warning Statement i.e. **“DO NOT OPEN BEFORE (time and the date of the Bid Submission Deadline)”** specified in pursuant to Sub Clause ITB 25.1.
- 24.2 In addition to the identifications required in pursuant to Sub Clause ITB.24.1(d), the inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under Clause ITB.26.
- 24.3 If all envelopes are not sealed and marked as per Sub Clauses ITB24.1(a), (b), (c) & (d) or incorrectly marked, Employer will assume no responsibility for the misplacement or premature opening of the Bid.

### **ITB.25 Deadline for Submission of Bids**

- 25.1 Bids shall be received (through an authorized representative or courier/postal service) by the Employer at the address specified in the BDS, no later than the bid submission deadline specified in the BDS.
- 25.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause ITB.11, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline will thereafter be subject to the new deadline.

### **ITB.26 Late Bids**

- 26.1 The Employer shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with Sub Clause ITB.25.1.
- 26.2 Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

### **ITB.27 Withdrawal, Substitution and Modification of Bids**

- 27.1 Before bid submission deadline as prescribed in Sub Clause ITB.25.1, any bidder may withdraw, substitute, or modify its original Bid after sending its request through a written notice, duly signed by an authorized representative.
- 27.2 In case of Bidder’s request to substitute or modify, Revised Bid should be submitted in pursuant with Sub Clause ITB.27.1 and must accompany the respective written notice.
- 27.3 Original Bids requested to be withdrawn in accordance with Sub Clause ITB.27.1 shall be returned unopened to the Bidders in pursuant to Sub Clause ITB.28.3.
- 27.4 The withdrawn, substituted or modified Original Bids will only be handed over to the authorized representatives of the bidders in pursuant to Clause ITB.28.
- 27.5 No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity period. Withdrawal of a bid during this interval will result in the Bidder’s forfeiture of its bid security, pursuant to Sub Clause ITB.21.6 (a).



## **E – BID OPENING AND EVALUATION**

### **ITB.28 Opening of Bids**

- 28.1 The Employer will open all Bids electronically through PPRA’s EPADS Portal, in public, in the presence of Bidders’ or their representatives who choose to attend, and concerned Employer’s Officials / Tender Opening Committee at the place, on the date and at the time, specified in the Notice for Invitation for Bids.
- 28.2 The Bidders’ representatives present shall sign an attendance sheet as proof of their attendance.
- 28.3 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 in pursuant to Clause ITB.27 and is read out at bid opening.
- 28.4 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution in pursuant to Clause ITB.27 and is read out and recorded at bid opening.
- 28.5 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Financial Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification in pursuant to Clause ITB.27 and is read out and recorded at the opening of the Bids. The Technical Bid, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bid, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- 28.6 Other envelopes holding the Bids shall be opened one at a time, the Employer will open the Technical Bid in public at the address, date and time specified in pursuant to Sub Clause ITB.28.1; in the presence of Bidder’s designated representatives who choose to attend and concerned Employer’s Officials / Tender Opening Committee. The Financial Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 28.7 The envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Employer may consider appropriate.
- 28.8 Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder’s representative shall indemnify the Employer against any claim or failure to read out the correct information contained in the Bidder’s Bid.
- 28.9 No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to Clause ITB.26.
- 28.10 The Employer shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price (only for Financial Bid), including any discounts and alternative offers and the presence or absence of a Bid Security.
- 28.11 The Bidders’ representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder’s signature on the record shall not invalidate the contents and affect the



record.

- 28.12 A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
- 28.13 After the evaluation and approval of technical bids; the Employer shall at the place, date and time within the bid validity period, publically open the financial bids of the technically accepted bids only. The financial bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.

### **ITB.29 Confidentiality**

- 29.1 In pursuant to Rule 41 of PPR-2004, the Employer shall keep all information regarding the technical or final evaluation i.e. examination, clarification, evaluation and comparison of Bids and recommendation of contract award; confidential and 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 reports in accordance with the requirements of PPR- Rule 35.
- 29.2 The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without Employer's prior written consent.
- 29.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or Contractor, the Employer may reject its bid and/or terminate the contract.
- 29.4 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of its Bid.
- 29.5 Notwithstanding, Clause ITB 29.4 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

### **ITB.30 Clarification of Bids**

- 30.1 To assist in the examination, evaluation and comparison of Bids or Technical Bids (and post- qualification if applicable) of the Bidders, Employer may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.
- 30.2 The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of clarifications being sought with reference to the Technical Evaluation Criteria, the Employer will be the sole judge to ask any bidder to clarify any of its response and documents submitted against the said Criteria, provided that such response from the bidder containing clarification(s) or amended response(s) from the bidder should reflect its factual position at the date of submission of its bid to the Employer. No change in the substance of the Bid in pursuant with Sub Clause ITB.30.3 shall be sought, offered, or permitted; only the correction of arithmetic errors discovered by the Employer in the evaluation of Financial Bids should be sought in accordance with Clause ITB.32.
- 30.3 The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid:
- evaluation & qualification criteria;
  - required scope of work or specifications;
  - all securities requirements;
  - tax requirements;
  - terms and conditions of bidding documents.
  - change in the ranking of the bidder (provided Evaluation is based on certain ranking criteria)
- 30.4 Notwithstanding Clause ITB.29.4, from the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Employer on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.



**ITB.31 Preliminary Examination & Determination of Responsiveness of the Bids**

- 31.1 Prior to the detailed evaluation of Bids, Employer will determine whether the Bid:
- a) is quoted for complete scope of Works and does not deviate from the scope in pursuant with Clause ITB.1.2 and Appendix-A to Bid - Scope of Works under Section IV;
  - b) meets the eligibility criteria defined in Clause ITB.3;
  - c) is accompanied with a valid Bid Security in pursuant with Clause ITB.21;
  - d) is submitted for specified Bid validity period in pursuant with Clause ITB.20;
  - e) is submitted with Bid prices firm during the currency of the Contract; if it is a Fixed Price Contract (applicable for Financial Bids)
  - f) is complete with all the desired appendices / forms / documents and has been prepared as per the format and contents defined by the Employer in the Bidding Documents in pursuant with Clause ITB.13;
  - g) is an unconditional bid;
  - h) is properly signed in pursuant with Clause ITB.23.3.;
  - i) is substantially responsive to the requirements of the Bidding Documents in pursuant to ITB.31.2. the Employer's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
- 31.2 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: -
- a) affects in any substantial way the scope, quality, or performance of the Works;
  - b) limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidders obligations under the Contract; or
  - c) if rectified, would affect unfairly the competitive position of the other Bidders, presenting substantially responsive bids.
- 31.3 Failure to comply with the ITB.31.1 will result in the rejection of the Bid, being incomplete and non-responsive.
- 31.4 Bids submitted without a signed Bid Form by the authorized Signatory of the bid will be rejected.
- 31.5 The 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 (provided Evaluation is based on certain ranking criteria).
- 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 supplies or services being acquired. The 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 Employer. Examples of minor informalities or irregularities include failure of a bidder to –*
- a) *Submit the number of copies of signed bids required in the bidding documents;*
  - b) *Furnish required information concerning the number of its employees;*
  - c) *Attach proof of some important elements (eg., a quality standard), while it is stated in its bid that, they are in the possession of such elements;*
  - d) *When a bidder omits to provide a confirmation Statement;*
  - e) *When a bidder does not include some specific self-contained piece of information that makes them*



- miss a mandatory requirement, which could be easily obtained or was existing prior to its bid's submission; such as a missing CV of its Staff or reference of a Client etc.*
- e) *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.*
- 31.6 Provided that a Technical Bid is substantially responsive, the 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 bid linked with the ranking of the bidders (provided Evaluation is based on certain ranking criteria). Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.7 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Bid. 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.
- 31.8 If a Bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be evaluated for complete responsiveness.

### **ITB.32 Correction of Errors**

- 32.1 Financial Bids of the Bidders; whom Technical Bids have been accepted; as determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:
- a) *if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the 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;*
- b) *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*
- c) *Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.*
- d) *Where there is discrepancy between grand total of price schedule and amount mentioned on the letter of Financial Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.*
- 32.2 The amount stated in the Bid will be adjusted by the Bank as per 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, the Bid will be rejected, and the Bid Security may be forfeited, in accordance with Sub Clause ITB.21.6.

### **ITB.33 Evaluation and Comparison of Bids**

- 33.1 The Employer will evaluate and compare only the bids determined to be substantially responsive pursuant to Clause ITB.31.
- 33.2 The submitted Technical Bid will be evaluated on compliance based criteria as specified in the bidding documents and Technical Evaluation Criteria respectively.
- 33.3 The Financial Bid Price will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, the Employer will determine for each bid in addition to the Bid Price,



the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- a) *Making any corrections for the arithmetic errors pursuant to Clause ITB.32.*
  - b) *Discount, if any offered by the bidders as also read out and recorded at the time of bid opening.*
- 33.4 The estimated effect of the price adjustment provisions of the Conditions of Contract (if any), applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 33.4 No other evaluation criteria or methodologies shall be permitted.
- 33.5 The Financial Bids of the only technically accepted/responsive bids will be opened and the bid found to be the Most Advantageous shall be accepted.
- 33.6 If the Bid of the Successful / Most Advantageous Bidder is seriously unbalanced in relation to the Employer’s estimate of the cost of work or Services 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 / Schedule of Prices to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause ITB.41 be increased at the expense of the Successful / Most Advantageous Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

#### **ITB.34 Determination of Most Advantageous Bid**

- 34.1 The financial bid with the lowest evaluated price from amongst those, whose bidders are eligible and qualified, bids are compliant to applicable laws and other terms and conditions of the bidding documents and technical bids are accepted and declared as Substantially Responsive; shall be the “Most Advantageous Bid” and respective Bidder shall be the “Most Advantageous Bidder”.
- 34.2 Provided further that the Bidder is determined to perform the contract satisfactorily.

#### **ITB.35 Post-Qualification of Abnormally Low Financial Bid**

- 35.1 Where the Bid price is considered to be abnormally low, the Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:
- a) The Employer may reject a Bid if the Employer has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the Works) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract
  - b) Before rejecting an abnormally low Bid, the Employer shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;
  - c) The decision of the Employer to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;
  - d) The Employer shall not incur any liability solely by rejecting abnormally low Bid; and
  - e) An abnormally low Bid means, in the light of the 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.
- 35.2 In order to identify the Abnormally Low Bid (ALB); the Employer may consider following approaches to minimize the scope of subjectivity:
- a) Comparing the bid price with the cost estimate;



- b) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and
  - c) Comparing the bid price with prices paid in similar contracts in the recent past by the Employer or any other Federal or Provincial Department / Organization / Agency.
- 35.3 The Employer will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with Clause ITB.15 or Technical Evaluation Criteria.
- 35.4 The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to Clause ITB 15 or Technical Evaluation Criteria, as well as such other information as the Employer deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders’ qualifications.
- 35.5 The 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.
- 35.6 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 Employer will proceed to the next ranked bidder to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

**ITB.36 Posting of Bid Evaluation Reports**

- 36.1 The Bid Evaluation Reports / Results shall be announced as under:
- a) Technical Evaluation Report would be posted for at least seven (07) days on the Employer and PPRA websites prior to date for Financial Bids opening.
  - b) Financial / Final Evaluation Report would be posted on the Employer and PPRA for at least fifteen (15) days, prior to award of Contract to the Most Advantageous Bidder.



## **F – AWARD OF CONTRACT**

### **ITB.37 Criteria of Award**

37.1 Subject to Clause ITB.35, the Employer will award the Contract to the Bidder, whose bid has determined to be the Most Advantageous Bid in pursuant to Clause ITB.34.

### **ITB.38 Employer's Right to Reject All Bids**

- 38.1 Notwithstanding Clause ITB.37, the Employer reserves the right to reject all the bids, and to annul the bidding process at any time prior to the acceptance of a bid under Rule-33 (1) of PPR-2004. The Employer shall upon request communicate to any of the affected bidders who submitted a bid, the grounds for rejection of all bids, but is not required to justify those grounds.
- 38.2 The Employer shall incur no liability, solely by virtue of invoking Rule-33 (1) of PPR-2004, towards the affected bidders who have submitted bids.
- 38.3 Notice of the rejection of all bids shall be given promptly to all affected bidders, who have submitted bids.

### **ITB.39 Employer's Right to Vary Quantities at the Time of Award**

39.1 The Employer reserves the right at the time of contract award to increase or decrease the quantity of Items originally specified in the Schedule of Prices or Scope of Services of the bidding documents provided this does not exceed by the percentage indicated in BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents and should be in line with the provisions of PPR-2004.

### **ITB.40 Notification of Award (Letter of Acceptance)**

- 40.1 Subsequent to posting of Final Evaluation Report in pursuant with Clause ITB.36, and where no complaint or grievance in written is received by the Employer within the specified period as per Rule-48 of PPR-2004, the bidder whose bid has been accepted i.e. the Most Advantageous Bidder will be notified of the award of the Employer prior to the expiration of the original/extended Bid validity Period in writing or electronic forms that provide record of the content of communication.
- 40.2 Such notification of Award will be made in a form of "Letter of Acceptance".
- 40.3 It would be the obligation of the Most Advantageous Bidder; whose bid has been accepted; to acknowledge the receipt of the "Letter of Acceptance"; duly signed and stamped by the bidder or its authorized representative within number of days as specified in the BDS.
- 40.4 The notification of award i.e. "Letter of Acceptance" and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the Contract in accordance with Clause ITB.43.
- 40.5 Upon furnishing of the Performance Security pursuant to Clause ITB 41, the Employer will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security of the Bidders pursuant to Sub Clause ITB.21.4.

### **ITB.41 Performance Security**

41.1 After the receipt of the Letter of Acceptance, the Most Advantageous Bidder, within the number of days specified in the BDS or as stated in the Letter of Acceptance, shall deliver to the Employer a Performance Security in the amount and in the form stipulated in the BDS.



41.2 Failure of the most advantageous Bidder to comply with the requirement of Clause ITB.41.1 shall



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constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in whichever event the Employer may make the award to the next ranked Bidder or call for new Bids.

**ITB.42 Disqualification Prior to Contract Signing**

- 42.1 After issuance of Letter of Acceptance and before execution of the Contract Agreement with the most advantageous bidder, if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous bidder or if the conditions of his qualification are invalid, the next Most Advantageous bidder will be considered as responsive bidder; provided accepting this bid does not conflict with applicable laws.
- 42.2 For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard would be given to the bidder with the Most Advantageous bid.

**ITB.43 Signing of Contract Agreement**

- 43.1 Within number of days as specified in the BDS from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, the most advantageous bidder will send the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 43.2 The formal Agreement between the Employer and the most advantageous bidder shall be executed within number of days as specified in the BDS; from the receipt of Form of Agreement from the most advantageous bidder by the Employer.
- 43.3 Upon the most advantageous Bidder's furnishing of the Performance Guarantee and signing of Contract, the Employer will discharge its bid security.
- 43.4 Immediately after the Redressal of grievance by the GRC (if there exist any), and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Employer shall sign the contract

**ITB.44 Advance Payment**

- 44.1 The advance payment will not be provided in normal circumstances. However; if it is allowed; it would be categorically stated in the BDS and Special Conditions of Contract; subject to a maximum amount or percentage of Contract value as specified in the BDS.
- 44.2 Provided, an advance payment is allowed in pursuant with ITB.44.1; it will be released after receipt of an Advance Payment Security (Guarantee) in a form of valid Bank Guarantee issued by any Scheduled Bank of Pakistan; in a format to be provided by the Employer after signing of the Contract Agreement.

**ITB.45 Arbitrator**

- 45.1 The Arbitrator shall be appointed by the mutual consent of both the parties as per the provisions specified in the Special Conditions of Contract.

**ITB.46 Integrity Pact**

- 46.1 Under Rule 7 of PPR 2004, the Most Successful bidder should provide an Integrity pact in accordance with the prescribed format given in Form-C3 of Section IX of the Bidding documents on Judicial Stamp Paper of worth Rs.500/-, provided that the Contract Price exceeds Rs. 10.00 million.



**ITB.47 Beneficial Ownership Information**

47.1 For works worth Rs.50M or above, the Most Advantageous Bidder shall provide Beneficial Ownership information on the prescribed Form i.e. . Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:

- a) Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004,
- b) Reject the bid of the said company.

**ITB.48 Overriding Effect of PPR-2004**

48.1 Whenever in conflict with this bidding documents the stipulation of PPR-2004 (updated) shall prevail.



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## **G – CODE OF CONDUCT AND MECHANISM OF BLACKLISTING**

### **ITB.49 Code of Conduct**

- 49.1 The Employer desires that each bidder shall observe the highest standard of ethics during the whole procurement / bidding process and should avoid to engage in any corrupt and fraudulent practices as defined in **Rule 2(1)(f)** of PPR-2004; and is stipulated as under:  
**“Corrupt and fraudulent practices”** in respect of procurement process, shall be either one or any combination of the practices including, -
- a) **“coercive practices”** which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - b) **“collusive practices”** which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
  - c) **“corrupt practices”** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
  - d) **“fraudulent practices”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
  - e) **“obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”
- 49.2 In pursuant to Rule 19 of PPR-2004, the Employer can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA in pursuant to Clause ITB.49.

### **ITB.50 Mechanism of Blacklisting**

- 50.1 The Employer shall bar for not more than the time prescribed in Rule-19 of the PPR-2004, from participating in their respective procurement proceedings, bidder or contractor who either:
- a) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;
  - b) Fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise.
- 50.2 The show cause notice shall contain:
- a) precise allegation, against the bidder or contractor;
  - b) the maximum period for which the Employer proposes to debar the bidder or contractor from participating in any public procurement of the Employer; and
  - c) the statement, if needed, about the intention of the Employer to make a request to the PPRA for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 50.3 The Employer shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
- 50.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Employer may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Employer shall decide the matter on the basis of available record and personal hearing, if availed.
- 50.5 In case the bidder or contractor submits written reply of the show cause notice, the Employer may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- 50.6 The Employer shall give minimum of seven days to the bidder or contractor for appearance before the specified officer(s) or Committee of the Employer for personal hearing. The specified officer(s) or



- Committee shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
- 50.7 The Employer shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 50.8 the Employer shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the PPRA.
- 50.9 Such blacklisting or barring action shall be communicated by the Employer to the PPRA and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the PPRA after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Employer.
- 50.10 The bidder may file the review petition in pursuant to Rule 19 (3) of PPR-2004 and in accordance with necessary procedure issued by the PPRA.
- 50.11 The decision of PPRA will be considered as Final.



## **H – GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM**

### **ITB.51 Grievances Redressal & Compliant Review Mechanism**

51.1 Any bidder feeling aggrieved by any act of the Employer or having reservation / complaint against any provisions (such as eligibility, qualification or Technical Bid Evaluation Criteria parameters or any other terms & conditions of the bidding documents) found contrary to the provisions of Procurement Regulatory Framework may file/lodge its written complaint in accordance to Rule-48 of PPR-2004 to the Employer's Grievance Redressal Committee (GRC), details of which are given on PPRA Website at [www.ppra.org.pk](http://www.ppra.org.pk).

### **ITB.52 Compliant Review Mechanism**

- 52.1 The complaint will be reviewed and necessary decision will be taken by the Employer's GRC in pursuant to Rule-48 of PPR-2004.
- 52.2 Any bidder not satisfied with the decision of the GRC may file an appeal before PPRA in pursuant to Rule-48(7) of PPR-2004.



# SECTION–III BID DATA SHEET (BDS)



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The following specific data for services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over ITB.

### ***Instructions to Bidders***

#### ***Clause Reference***

#### **SUB SECTION A – INTRODUCTION**

**1.1 Name of Employer:**

NATIONAL BANK OF PAKISTAN (NBP)

**Brief Description of Services:**

Major Renovation and Refurbishment of 1<sup>st</sup> Floor, NBP Head Office Building, I.I.Chundrigar Road, Karachi.

**3.3 Provincial Revenue Board Registrations:**

Sindh Revenue Board (SRB) for the Sales Tax on Services Registration purpose.

**3.4 Pakistan Engineering Council Registration (PEC):**

Category C4 or above with Specialization Codes of CE-10 and EE-04.

#### **SUB SECTION B – BIDDING DOCUMENTS**

**9.2 Number of Copies with Original Bid to be submitted:**

As per EPADS provisions

**10.1 Means for Clarifications:**

Through EPADS

**No. of days within which bidder can seek clarifications in writing:**

Seven (07) days prior to deadline for submission of bids

**No. of days within which the Employer can respond:**

Three (03) days after receipt of bidder's request for clarification(s) in writing

**11.4 Issuance of Addendum prior to the deadline for submission of bid; for extension of bid submission deadline:**

Three (03) days

#### **SUB SECTION C – PREPARATION OF BIDS**

**20.1 Period of Bid Validity:**

One Hundred twenty (120) days

**21.1 Bid Security:**

Rs. 3,000,000/- (Rupees Three Million Only), valid for a period of 28 days beyond the period of bid validity

**23.2 Number of Copies of the Bid to be submitted:**

Same as specified above at Sub Clause 9.2



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**Instructions to Bidders****Clause Reference****SUB SECTION D – SUBMISSION OF BIDS****24.1 (d) Employer’s Address for the Purpose of Bid Submission:**

Through EPADS and as specified in the Notice for Invitation for Bids published in Press and posted on PPRA and NBP Websites.

**Title of Project / Contract:**

“Major Renovation and Refurbishment of 1<sup>st</sup> Floor, NBP Head Office Building, I.I.Chundrigar Road, Karachi.

**The Identification Number of Project/Contract:**

PPRA Tender No: and NBP Tender ID: for Notice for Invitation posted on PPRA and the Employer’s Websites respectively.

**25.1 Deadline for Submission of Bids (Technical Bid):**

As specified in the Notice for Invitation for Bids posted on PPRA and NBP Websites and published in Press.

**SUB SECTION E – BID OPENING AND EVALUATION****28.1 Venue, Time, and Date of Bid Opening:**

As specified in the Notice for Invitation for Bids posted on PPRA and NBP Websites and published in Press.

**SUB SECTION F – AWARD OF CONTRACT****39.1 Quantities Variations:**

Not more than 15% of related items.

**40.3 Acknowledgement of the Letter of Acceptance to be given by the Most Advantageous Bidder:**

Within five (05) working days from the date of receipt

**41.1 Performance Security to be submitted by the Most Advantageous Bidder:**

Within twenty eight (28) days from the date of receipt of Letter of Acceptance.

**Amount and Form of Performance Security:**

10% of Contract Price to be submitted in a form of Bank Guarantee issued by any Scheduled Bank of Pakistan or any Insurance Company of Pakistan with AA rating from PACRA/JCR.; valid for a period of 365 days (i.e. Work Completion period) + 365 days (Defect Liability period) from the Date of issuance of such Security.

**43.1 Submission of Contract Agreement Form by the Most Advantageous Bidder:**

Fourteen (14) days.

**43.2 Signing of Contract Agreement:**

Fourteen (14) days.

**44.1 Advance Payment:**

No advance Payment is allowed.




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# SECTION–IV APPENDICES TO BID



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## SPECIFIC WORKS DATA

Keeping in view the magnitude of the area of the renovation; whole work is divided into four (04) Sections; duly highlighted on the attached Drawing and as per order given hereunder:

- a) Section “A”
- b) Section “B”
- c) Section “C”
- d) Section “D”

The works will therefore be executed as per the order given above or for any of the Section as per the revised order or may be on concurrent basis; as per the discretion of the Employer. However, in either case the overall time period for the whole works will remain the same and no extension in work completion period; whatsoever due to such revisions will be allowed.

The nature of works may vary from section to section basis; however in general; will include; but not be limited to; the following:

- 1) Dismantling, removal, shifting & disposal works;
- 2) Cutting and chiseling of floors, walls etc. for laying of conduits for electrical and voice/data wiring/cabbling, sanitary and drain pipes, copper piping for HVAC etc.;
- 3) Providing & Fixing of Sanitary fittings, fixtures etc.;
- 4) Providing & Fixing of conduits for electrical, voice/data; Fire Alarm System, CCTV System wiring/cabbling etc.;
- 5) Providing & Fixing of Cable trays, HVAC Ducting works;
- 6) Plaster, concrete, tile and minor structural repair works;
- 7) Providing & Fixing of new work stations;
- 8) Providing & Fixing of Wooden doors and Cabinets, Racks etc.;
- 9) Providing & Fixing of new glazed glass partitions and doors;
- 10) Providing & Fixing of Aluminum Sections;
- 11) Providing and Fixing of False Ceiling works;
- 12) Providing & Fixing of Back Paneling and Pillar Cladding Works;
- 13) Polishing Works etc.;
- 14) Laying of wiring/cabbling etc.;
- 15) Providing & Fixing of fittings and fixtures (all kinds);
- 16) Paint & miscellaneous civil work;
- 17) Any other desired works as per BOQ.

**Note:**

As stated above; the works will be executed in Sections; so dismantling & removal works will also be done on part or Section basis; and whole of the site may not be provided to the bidder. Therefore; it would be the responsibility of the bidder to commence the dismantling and removal works for any particular Section area only; which is assigned to him by the Employer; without asking the Employer; unjustifiably and unreasonably for the clearance of the whole area to start his works.

## PROPOSED WORK PROGRAM

*(to be filled in by the bidder)*

Pursuant to Sub Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Contract Data. The Bidder shall provide as Appendix-B to Bid, the Schedule of Renovation works in the bar chart (CPM, PERT or any other format) showing the sequence of work items including; but not limited to; as specified in the Appendix A to Bid: Specific Works Data 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 or Sections and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Employer's Notice to Commence (Attach sheets as required for the specified form of Schedule).

<b>Description</b>	<b>Time for Completion</b>
a) Whole Works (including Item: 01 to 17 of Appendix A)	_____ days
b) Section –A (including Item: 01 to 17 of Appendix A)	_____ days
c) Section-B (including Item: 01 to 17 of Appendix A)	_____ days
d) Section-C (including Item: 01 to 17 of Appendix A)	_____ days
e) Section-D (including Item: 01 to 17 of Appendix A)	_____ days



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**LIST OF SUBCONTRACTORS**

*(To be filled-in by the bidder)*

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

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

**Note:**

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer’s judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Necessary documents of the Sub-Contractors should be attached with the bidding documents (Technical Bid) and shall include information regarding past experience for similar works including but not limited to description, location & value of works, year completed and name & address of the clients,
4. In case of no Sub-Contractor; clearly marked the above table as “NOT APPLICABLE”.



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# **SCHEDULE OF PRICES / BILL OF QUANTITIES (BOQ)**

(Refer Volume-II: Financial Bid)



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# SECTION-V STANDARD FORMS OF BID



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)

## Form – B1 (Letter of Technical Bid)

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

Place this Letter of Technical Bid in the first envelope marked "TECHNICAL BID".

(The Bidder must prepare this Letter of Technical Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.)

(Note: All italicized text hereunder is to help Bidders in preparing this form and Bidders shall delete it from the final document.)

**Date of this Bid submission:** [insert date (as day, month and year) of Bid submission]

**Bid Reference: PPRA No:** [insert identification] **NBP No:** [insert identification]

**Project Title:** Major Renovation and Refurbishment of 1<sup>st</sup> Floor, NBP Head Office Building, I.I.Chundrigar Road, Karachi.

**To: National Bank of Pakistan:**

Having examined the Bidding Documents including Addenda Nos. \_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company/firm doing business under the name of \_\_\_\_\_ and address \_\_\_\_\_

and being duly incorporated established under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of the Contract, Specifications, Drawings, Bill of Quantities including Addenda thereto for the Total Bid Price as stated in Volume-II: Schedule of Prices/Bill of Quantities or such other sum as may be ascertained in accordance with the said Conditions.

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Bid, and
- (b) the Financial Bid.

In submitting our Bid we make the following declarations:

1. We understand that all the Forms and Appendices attached hereto form part of this Bid.
2. We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB.11);
3. We meet the eligibility requirements and have no conflict of interest in accordance with Clause ITB.3.
4. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a subcontractor, and meet the requirements of the bid;
5. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) drawn in your favor or made payable to you and valid for a period of twenty eight (28) days (beginning from the date Bids are opened) beyond the bid validity period.
6. We undertake, if we qualify and our Bid is accepted, to commence the Works and to complete the whole of the works comprised in the Contract within the time stated in the Bid Data Sheet.
7. We agree to abide by this Bid for a period of 180 days from the date fixed for opening the same or if extended; if required by NBP; and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
8. Unless and until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
9. We undertake, if our Bid is accepted, to execute and abide by the Performance Security referred to in Conditions of Contract for the due performance of the Works.
10. We understand that you are not bound to accept the Most Advantageous or any bid you may receive.



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**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)

11. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.
12. We do hereby declare that all the terms and conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any clause/Sub Clause of the Conditions of Contract and other parts of the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_ duly authorized to sign the bid for and on behalf of the Bidder. A letter of authorization in respect of the Person who has signed the Bid Form, etc. is also attached.

(Name of Bidder in Block Capitals)(Seal)

Address Witness:

(Signature) \_\_\_\_\_

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

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

C.N.I.C No: \_\_\_\_\_



**Form – B2**  
**(Letter of Financial Bid)**  
(Refer Volume-II: Financial Bid)



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**Form – B3**  
**(Bid Security Form)**

*(Bank Guarantee to be issued from any Scheduled Bank in Pakistan)*  
*(Over Stamp paper of worth as per Stamp paper Act)*  
*(Not to be followed in case Bid Security is submitted in a form of Pay Order/CDR)*

Guarantee No \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry Date \_\_\_\_\_

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

\_\_\_\_\_

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

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

Bid Reference No: (NBP): \_\_\_\_\_ (PPRA): \_\_\_\_\_ Date of Bid Opening: \_\_\_\_\_

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

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Bidder, we the Guarantor above-named are held and firmly bound unto the National Bank of Pakistan, (hereinafter referred to as "NBP") 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 numbered and dated as above for (Particulars of Bid) to NBP; and

WHEREAS, NBP has required as a condition for considering the said Bid that the Bidder furnishes a Bid Security in the above said sum to NBP, conditioned as under:

- 1) that the Bid Security shall remain valid for a period of twenty-eight (28) days beyond the period of validity of the bid;
- 2) that in the event of;
  - a) the Bidder withdraws his Bid during the period of validity of Bid, or
  - b) the Bidder does not accept the correction of its Bid Price, or
  - c) failure of the Most Advantageous Bidder to
    - (i) furnish the required Performance Guarantee, or
    - (ii) sign the proposed Contract,

then; the entire sum be paid immediately to the said NBP as liquidated damages and not as penalty for the Most Advantageous Bidder's failure to perform.



\_\_\_\_\_  
**FOR NATIONAL BANK OF PAKISTAN**

\_\_\_\_\_  
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NOW THEREFORE, if the Most Advantageous Bidder shall, within the period specified therein, on the prescribed form presented to him for signature and enter into a formal Contract with NBP in accordance with its Bid as accepted, and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said NBP for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT NBP shall be the sole and final judge for deciding whether the Bidder has duly performed its obligations to sign the Contract and to furnish the requisite Performance Guarantee within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from NBP forthwith and without any reference to the Bidder or any other person.

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

Witness:

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

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

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

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

\_\_\_\_\_  
Guarantor (Bank)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

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



\_\_\_\_\_  
**FOR NATIONAL BANK OF PAKISTAN**

\_\_\_\_\_  
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**Form – B4 (NON—  
BLACKLISTED UNDERTAKING/AFFIDAVIT)**

(To be submitted on Stamp Paper of Rs. 1,000/-)

**Notice for Invitation to Bid:**

**NBP Reference No:** \_\_\_\_\_ **PPRA Reference No:** \_\_\_\_\_

**Major Renovation and Refurbishment of 1<sup>st</sup> Floor, NBP Head Office Building, I.I.Chundrigar Road, Karachi.**

- 1) I/We, M/s. \_\_\_\_\_, hereby undertake that I/We, M/s. \_\_\_\_\_ shall comply with all applicable laws of Federal or Provincial Government to undertake subject works.
- 2) I/We, M/s. \_\_\_\_\_, declare that I/We have submitted an unconditional bid; have quoted for complete scope of works; have submitted a fixed price bid and have no reservations regarding any terms and conditions, eligibility or qualification criteria or technical evaluation criteria or scope of works or any other content or samples being provided in the bidding documents.
- 3) I/We, M/s. \_\_\_\_\_, understand and agree unconditionally that in case I/We, M/s. \_\_\_\_\_ fail to abide by the above undertaking or any of terms of the Contract, NBP shall be at liberty to terminate the Contract without prejudice to any other rights / remedy available in the Contract.
- 4) I/We hereby confirm and declare that I/We, M/s. \_\_\_\_\_ have
  - a) neither been declared bankrupt or, in the case of Company or Firm, insolvent;
  - b) no payments in favor of the Bidder, 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;
  - c) no legal proceedings instituted for involving in an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
  - d) neither convicted, by a final judgment, of any offence involving professional conduct;
  - e) neither violated the law of land of any country and recorded in any sanction list;
  - f) neither been blacklisted/debarred by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan under Rule 19 of PPR-2004 due to involvement in corrupt and fraudulent practices (as defined in Rule 2(f) of PPR-2004), or performance failure or due to breach of bid securing declaration nor sanctioned by National Counter Terrorism Authority (NACTA).
  - g) neither blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
  - h) no such relation or arrangement of being under the supervision of NBP.
- 5) I/We hereby confirm and declare that I/We, M/s. \_\_\_\_\_ have no conflict of interest in pursuant to Sub Clause ITB.3.7. However; if it is revealed at any stage during the bidding process or even if Contract is awarded to us; that there is any such conflict of interest in pursuant to Sub

  
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Clause ITB.3.7; it would be our obligation to promptly notify NBP in writing and withdraws our bid.

- 6) I/We hereby confirm and declare that I/We, M/s \_\_\_\_\_, with reference to similar nature of Contracts (for which, this undertaking is provided for) completed or in hand over



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the last five (05) years have following litigation(s) and arbitrations(s) pending or in effect:

*(Give details of the related Procuring Agencies/Clients with nature of litigation(s) or arbitration(s) or otherwise; clearly mention that, there exists no litigation or arbitration with any Procuring Agency or Client)*

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- 9) I/We hereby confirm and declare that I/We, M/s \_\_\_\_\_, have truly submitted all the declarations and necessary documents/statements as required under this bid and detection of any false declaration/statement or submission of any false documentary proof at any stage of the entire Bidding Process / Currency of the Contract shall lead to our disqualification and forfeiture of our Bid Security and/or Performance Security and termination of our contract and NBP may blacklist our firm/company as per Rule-19(1)(a) of PPR-2004.

Authorized Signatory’s Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

Seal: \_\_\_\_\_



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# SECTION–VI

# TECHNICAL EVALUATION CRITERIA



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## TECHNICAL QUALIFICATION CRITERIA (TEC)

### 1.1 General

- a) Qualification will be based on all the criteria given in succeeding sections;
- b) Employer reserves the right to waive minor deviations or informalities pursuant to sub Clause ITB.30.3, if these don't materially affect the capability of an applicant to perform the contract or change the substance of the bid;
- c) The Employer reserves the right to seek further information and / or verify the information furnished by the applicants. In this regard, Employer reserves the right to have site visit to verify the previous installation /work experience etc.;
- d) The Employer may reject any bid for any misrepresentation knowingly made by any bidder in, or pursuant to, their bid or for any statement furnished in connection therewith, and intended to be relied upon by the Employer, which is incorrect in any respect.
- e) Information supplied by the Bidders must apply to the company, named on the statement only. The substitution of background information pertinent to qualification will not be considered for another company related to the applicant company through a "Group Ownership".
- f) Bidders applying to qualify the TEC are advised that any variation of constitution or membership from that put forward in response to this bid, without prior approval of the Employer may result in their disqualification.
- g) The response to the subsequent sections must be sufficiently detailed to convince the Employer that the bidder applying for qualification has the experience as well as the technical / administrative /managerial capabilities and financial capabilities necessary for the execution of the works and they must prove that they have carried out similar works in their own country.
- h) The Employer will review the information supplied by the bidders submitted against the TEC and will make public the results of evaluation as per PPR-2004.
- i) The Financial Bids of the bidders; who meet or have fulfilled the TEC and resultantly their Technical Bids are accepted and declared as technically compliant and substantially responsive; will be opened.
- j) The Financial Bids of the Bidders, who fail to meet or fulfill the TEC and resultantly their Technical Bids are not accepted and declared as technically non-compliant or non-responsive shall be returned to them unopened.
- k) Decision of the Employer in this connection shall be final and binding on all the Bidders.



**2.1 Eligibility of the Bidder:**

The Employer; prior to checking the responsiveness of the bid; will make sure that the bidder is an Eligible bidder and has submitted desired documents to establish its eligibility in pursuant to Sub Clauses ITB.3.3, 3.4 and 3.5 respectively; of Instructions for Bidders; to participate in the bidding process.

- a) The bidders are advised to attach the desired Eligibility documents as stated hereunder in “Table-A” at specified Annexures; as duly left blank and marked at the end of this bidding document.
- b) Failure of the bidder to attach the relevant document; will be on the bidder’s risk and the Employer will hold no responsibility and will not be liable for the bidder being declared as “Ineligible”; if the Employer is unable to find any of the documents on the referred Annexure or elsewhere with the submitted bid.
- c) The Employer will examine and evaluate the submitted documents and will declare the bidder as “Eligible” or “Ineligible”.
- d) The bid; of bidder declared as an “Ineligible Bidder” will not be proceeded for; further qualification.

**Table “A”**

S. No.	Eligibility Description	Documents to attach	Attachment Annexures
1.	Bidder is on Active Tax Payer List of FBR in pursuant to Sub Clause ITB.3.3.	FBR Registration Active taxpayer List proof.	Annexure – A1
2.	Bidder has an active status with Sindh Revenue Board in pursuant to Sub Clause ITB.3.3.	SRB Registration Active Status Proof.	Annexure – A2
3.	Bidder has a valid registration with Pakistan Engineering Council in Category C4 with Specialization Codes CE-10 and EE-04 in pursuant to Sub Clause ITB.3.4.	Valid PEC License / Certificate.	Annexure – A3
4.	Bidder has not been blacklisted or debarred by any Govt./Semi Govt./Private Organization for corrupt or fraudulent practices or failure to perform, in pursuant to Sub Clause ITB.3.5 and 13.2( e).	Affidavit/Undertaking on Non-Judicial Stamp paper worth Rs.1,000/- as per format specified in Form B4 of Section V	Annexure – A4



**3.1 Responsiveness of the Bid:**

Provided the bidder is found to be an “Eligible bidder” in pursuant to Eligibility Criteria (2.1); its bid will be further evaluated for the responsiveness; as under:

- a) The Employer will check the bid in pursuant to Clause ITB.31 to confirm that the bid is responsive.
- b) The Employer thereafter; will examine the following documents; which are amongst the requirements for a “Responsive bid”; and shall be submitted by the bidder.
- c) The bidders are advised to attach the desired documents as stated hereunder in “**Table-B**” at EPADS or specified Annexures; as duly left blank and marked at the end of this bidding document.
- d) Failure of the bidder to attach the relevant document; will be on the bidder’s risk and the Employer will hold no responsibility and will not be liable for the bid being declared as “Non-Responsive”; if the Employer is unable to find any of the documents on the referred Annexure or elsewhere with the submitted bid.
- e) The bid; of the bidder declared as an “Non-Responsive” will not be proceeded for; further qualification.

**Table “B”**

S. No.	Description	Documents to attach	Attachment Annexures
1.	Submission of a valid Bid Security in pursuant to Sub Clause ITB.13.2 (d) and Clause ITB.21.	Bid Security Payment Order/Draft/Banker’s Cheque or Bank Guarantee	To be uploaded directly on <b>EPADS</b>
2.	Letter of Technical Bid in pursuant to Sub Clause ITB13.2 (c) & Clause ITB.17.	Duly completed, signed and stamped Letter of Technical Bid as per format specified in Form B1.	Annexure – B1



**4.1 Qualification of the Bidder:**

Provided the bidder is declared as an “Eligible bidder” and has submitted a “Responsive Bid”; its bid will be further evaluated for its qualification as under:

- a) The bidders are advised to submit and attach the desired Qualification documents for its financial capability, work experience and personal capabilities as stated hereunder in “**Table-C**” at specified Annexures; as duly left blank and marked at the end of this bidding document.
- b) The bidder having submitted the under mentioned required documents; duly witnessed and verified (if so desire) by the Employer; and are found to be in conformity with the stated Qualification Criteria will be declared as a “Technically Qualified Bidder” and its technical bid as “Technically Compliant Bid”.
- c) Failure of the bidder to attach the relevant document; will be on the bidder’s risk and the Employer will hold no responsibility and will not be liable for the bid being declared as “Non Compliant”; if the Employer is unable to find any of the documents on the referred Annexure or elsewhere with the submitted bid or if the attached documents are not in accordance to stated Qualification Criteria.
- d) The financial bid of the bidder; declared as “Technically Non-Qualified Bidder” will not be opened and will be returned “unopened”.

**Table “C”**

S. No.	Description	Documents to attach	Attachment Annexures
1.	<b>Average Annual Turnover:</b> The average Annual Turnover /Sales Volume for the last three (03) latest Years of the bidder should not be less than <b>Rs.100 Million</b> .	Audited Financial Statements or FBR Tax Returns	Annexure – C1
2.	<b>Available Financial Capability:</b> The bidder should have Liquid Assets of <b>Rs.10 Million</b> or above; at any one instant during last Three (03) months or available Bank Credit Line facility during same period.	Bank Statement or Proof of Bank Credit Line Facility showing required balance.	Annexure – C2
3.	<b>Experience of the Bidder:</b> Bidder should have experience of minimum five (05) years in Renovation/Refurbishment works of similar nature (Office areas only) or in building construction field. However; in case of building construction; work experience should include setup of internal Office areas / premises. (Experience containing merely grey structure works is not applicable).	1. Documentary Proof of five (05) year experience.  2. Letter of Contract Award or Contract Agreement with Satisfactory Work Completion Certificate from at least two (02) Clients; for project works worth <b>Rs.65.0 Million</b> or above.	Annexure – C3  Annexure – C4 & C5



4.	<p><b>Technical Team:</b> Bidder should have Supervisory technical team to be deployed for the tender works; having hands-on experience of minimum five (05) years in relevant field.</p>	<p>Complete List of the technical team including Civil &amp; Electrical Engineers, Supervisory Staff, etc.; with related CVs, Professional and Experience Certificates.</p>	<p>Annexure – C6</p>
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# SECTION–VIII GENERAL CONDITIONS OF CONTRACT (GCC)



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)  
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## A. GENERAL PROVISIONS

### 1.1 Definitions

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

#### a) The Persons

- i) **“Authorized Representatives”** mean the representatives of the Employer or the Contractor, who is responsible for and on behalf of Employer or the Contractor for the purposes of the execution of desired refurbishment/renovation works; take any action required or permitted to be taken, and any document required or permitted to be executed in accordance to the Contract and named as such in Special Conditions of Contract (SCC).
- ii) **“Bidder or Tenderer”** means any person or persons, company, corporation or firm submitting a Bid or Tender.
- iii) **“Contractor”** means the person or bidder whose bid has been accepted by the Employer and the legal successors in title to such person or bidder, but not (except with the consent of the Employer) any assignee of such person or bidder.
- iv) **“Employer”** means the person(s) as named in the SCC and its legal successors in title to such person(s); but not (except with the consent of the Contractor) any assignee of such person
- v) **“Labor”** means the Staff or labor engaged by the Contractor to get the works executed at Site; covered under the Contract.
- vi) **“Party”** means the Employer or the Contractor as the case may be.
- vii) **“Parties”** means both the Employer and the Contractor.
- viii) **“Subcontractor”** means any person or company/contractor named in the Contract as a Subcontractor for a part of the Works or any person/company/contractor to whom a part of the Works has been subcontracted with the consent of the Employer and the legal successors in title to such person/company/contractor, but not any assignee of any such person/company/contractor.

#### b) The Contract

- i) **“Bill of Quantities”** means the priced and completed bill of quantities forming part of the Bid/Tender.
- ii) **“Certificate of Work Commencement”** means the Certificate or Letter issued by the Employer to the Contractor subsequent upon completion of formalities as desired under the Letter of Acceptance to the Contractor; stating the Work Commencement Date.
- iii) **“Contract”** means the legally binding written Contract Agreement entered into between the Employer and the Contractor, as recorded in the Form of Contract Agreement signed by both parties; and other documents expressly incorporated in the Contract Agreement, including but not limited to General and Special Conditions of Contract, the Specification, the Drawings, the Bill of Quantities, the Tender, the Letter of Acceptance etc.
- iv) **“Contract Agreement”** means the Contract Agreement (if any) referred to in Sub Clause 9.1.
- v) **“Drawings”** means all proposed layouts provided by the Employer to the Contractor under the Contract and all shop drawings and as built drawings; of the designs, patterns, samples, systems, single line diagrams etc., submitted by the Contractor and approved by the Employer.
- vi) **“Final Bill Payment”** means the final payment made by the Employer pursuant to Sub Clause 60.6
- vii) **“Running Bill Payment”** means any payment made by the Employer other than the Final Payment.



- viii) **"Letter of Acceptance"** means the formal acceptance of the Bid/Tender by the Employer.
  - ix) **"Performance Security"** means a Security given by the bidder to complete the works in accordance to Contract terms and Conditions in a shape of a Bank Guarantee/Insurance Bond.
  - x) **"Program"** means the Program to be submitted by the Contractor in accordance with Sub Clause 14.1 and any approved revisions thereto.
  - xi) **"Specifications"** means the specifications of the Works included in the Contract and any modification thereof or addition thereto made under Clause 51 or submitted by the Contractor and approved by the Employer.
  - xii) **"Completion Certificate"** means a certificate issued as an acknowledgement of completion of the entire renovation/refurbishment works or sections of the works and transfer control to the Employer pursuant to Clause 48.
  - xiii) **"Tender"** or **"Bid"** means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".
- c) Date, Times and Periods**
- i) **"Commencement Date"** means the date from which the Contractor can Start the Works as stated in the Certificate for Work Commencement issued by the Employer in pursuant to Clause 41.
  - ii) **"Time for Completion"** means the time for completing the Works or any Sections as specified in the Special Conditions of Contract (SCC) (or as extended under Clause 44) calculated from the Commencement Date.
  - iii) **"Day"** means a Calendar day.
- d) Money and Payments**
- i) **"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 therefrom as may be made and the remedying of any defects therein in accordance with the provisions of the Contract.
  - ii) **"Cost"** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.
  - iii) **"Retention Money"** means the aggregate of all monies retained by the Employer pursuant to Sub Clause 60.2.
  - iv) **"Running Bill Statement"** means any Statement for payment issued by the Contractor other than the Final Bill Statement.
  - v) **"Final Bill Statement"** means the Statement for payment issued by the Contractor pursuant to Sub Clause 60.4.
- e) Site, Works and Equipment**
- i) **"Works"** means the Permanent Works and the Temporary Works or either of them as appropriate; to be executed in accordance to total scope of works.
  - ii) **"Permanent Works"** means the permanent works to be executed (including Plant) in accordance with the Contract.
  - iii) **"Temporary Works"** means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.
  - iv) **"Plant"** means machinery, apparatus, finished goods and the like intended to form or forming



part of the Permanent Works.

- v) **"Contractor's Equipment"** means all tools, appliances, machinery and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.
- vi) **"Section"** means a part of the Works specifically identified in the Contract as a Section.
- vii) **"Site"** means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.

## 1.2 Other Definitions

- a) **"Arbitrator"** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the Sub Clause 67.4.
- b) **"Authority"** means Public Procurement Regulatory Authority.
- c) **"Confidential Information"** means any of the information being shared with the Contractor including but not limited to; drawings, plans, ideas related to the premises or technical specifications of the Plant Equipment or any proposed methodology to work or any material information or any commercial aspect related to the Services under the contract.
- d) **"Country"** means the Islamic Republic of Pakistan.
- e) **"Contamination"** means, the Hazardous Substances arising from the premises; that may require clean-up, removal, response or remediation under any applicable Islamic Republic of Pakistan Governmental Rule.
- f) **"Governments"** means the Federal or Provincial or Municipal or Local body or any other agency etc. of the Islamic Republic of Pakistan.
- g) **"GCC"** mean the General Conditions of Contract contained in this section.
- h) **"SCC"** means the Special Conditions of Contract by which the GCC is amended or supplemented.
- i) **"Tests on Completion"** means the tests specified in the Contract or otherwise agreed by the Employer and the Contractor which are to be made by the Contractor before the Works of any Section or part thereof are taken over by the Employer.
- j) **"Variations"** means a change which is instructed by the Employer under Clause 51.
- k) **"Writing"** means any hand-written, type-written, or printed communication, including courier or email or any other such form of transmission.

## 1.3 Application and Interpretation

- a) These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- b) Titles or captions of Clauses contained in this Contract are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Contract or the intent of any provision hereof.
- c) Words importing persons or parties shall include firms and corporations and any organizations having legal capacity.
- d) In interpreting these Conditions of Contract; terms are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

## 1.4 Condition Precedent

- a) Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied
  - i) Submission of performance Security in the form specified in the Sub Clause 10.1;



- b) If the Condition precedent stipulated in Clause 4.1(a) is not met by the date specified in the Sub Clause 10.1; this contract shall not come into effect;
- c) Subsequent upon the condition precedent in this contract has been satisfied; Employer shall promptly issue to the Contractor a Certificate of Work Commencement, which shall confirm the Work Commencement Date.

### **1.5 Notices, Consents, Approvals, Certificates and Determinations**

Wherever in the Contract provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words "notify", "certify or "determine" shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

### **1.6 Relationships of the Parties**

The Contractor has been engaged by the Employer as an independent contractor to execute the Works on behalf of the Employer, in accordance with Prudent Workmanship Practice and the requirements of the Contract. Neither Contractor nor any of its employees, subcontractors or agents shall be deemed to have any other status, except that Contractor is the agent of the Employer to the limited extent that this Contract expressly grants Contractor the authority to act on behalf of the Employer.

### **1.7 Independent Contractor Status**

- a) The parties agree that this contract creates an independent Contractor relationship, not an employment relationship. The Contractor acknowledges and agrees that the Employer will not provide the Contractor or the Contractor's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Contractor's responsibility.
- b) The Contractor shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of the Contractor's employee(s) is entitled under his/her contract with the Contractor. All claims made by the Contractor's employee (s) shall be dealt with exclusively by the Contractor.
- c) None of the Contractor's employee (s) shall be entitled to seek employment with the Employer merely on the ground that he/she had been posted by the Contractor at any of the premises of the Employer for performance of this contract.

### **1.8 Effective Date and Term of Contract**

The Contract shall be effective and shall govern the rights and obligations of the parties from Commencement Date till expiry of Work Completion Period or any extended period in pursuant to Clause 44.

### **1.9 Overriding Effect of PPR-2004**

Whenever in conflict with these documents the stipulations of PPR-2004 (Public Procurement Rules-2004) – updated version; shall prevail.



## **B. EMPLOYER’S AND EMPLOYER’S REPRESENTATIVE**

### **2.1 Employer’s Rights**

Without prejudice to any other rights under the Contract and /or applicable law, Employer shall have following rights:

- a) The Employer reserves the rights to change the scope of works during the execution of the Works; quantities of the certain item(s) can be increased, decreased or deleted or substituted with some alternative item for which new rates shall be decided as per Clause 51.
- b) The Employer reserves the rights to reject a part, a Section or whole of the Works and hold any amount claimed by the Contractor against the items or Works for which, the prior approval of the samples or respective drawings was required by the Employer but was not obtained by the Contractor.
- c) The Employer reserves the rights to reject a part or whole of the Works; if is not in accordance to related specifications or if the quality of works or workmanship is poor or not acceptable as per industry standards set forth for similar nature of works.
- d) The Employer reserves the rights to recover any amount from the payable amounts to the Contractor against any losses or damages incurred to the property, material, data or persons of the Employer due to the Contractor or his Workers negligence.
- e) The Employer reserves the rights to expel out any employee of the Contractor if found involved in a crime or illegal activities within or outside the site.

The Contractor agrees that he shall have no right to claim any direct / or indirect losses resultant of the above acts by the Employer.

### **2.2 Employer’s Representative**

The Employer's Representative shall be appointed by and be responsible to the Employer as named in the SCC and shall carry out duties and exercise such authority for and on behalf of the Employer as set forth in this Contract to get the works completed through the Contractor in accordance to the Contract.

### **2.3 Employer’s Instructions**

Instructions given by the Employer shall be in writing, provided that if for any reason the Employer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Employer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Employer any oral instruction of the Employer and such confirmation is not contradicted in writing within 7 days by the Employer, it shall be deemed to be an instruction of the Employer.

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

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

### **2.4 Employer Not Liable**

Approval, reviews and inspection by the Employer 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 Employer'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 Employer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.



## **C. ASSIGNMENT AND SUBCONTRACTING**

### **3.1 Assignment of Contract**

The Contractor shall not, without the prior consent of the Employer (which consent, notwithstanding the provisions of Sub Clause 1.5, shall be at the sole discretion of the Employer), assign the Contract or any part thereof, or any benefit or interest therein or thereunder, otherwise than by:

- a) a charge in favor of the Contractor's bankers of any monies due or to become due under the Contract, or
- b) assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable.

### **4.1 Subcontracting**

The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Works without the prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

Provided that the Contractor shall not be required to obtain such consent for:

- (a) the provision of labor,
- (b) the purchase of materials which are in accordance with the standards specified in the Contract,
- (c) the subcontracting of any part of the Works for which the Subcontractor is named in the Contract.

### **4.2 Assignment of Subcontractors' Obligations**

In the event of a Subcontractor having undertaken towards the Contractor in respect of the work executed, or the goods, materials, Plant or services supplied by such Subcontractor, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time, after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.



## **D. CONTRACT DOCUMENTS**

### **5.1 Language(s) and Law**

- a) The Contract Document(s), shall be drawn up in the English language.
- b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

### **5.2 Priority of Contract Documents**

- a) The several documents forming the Contract are to be taken as mutually explanatory of one another. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of the Employer, for clarification. However, if no clarification is sought in this regard, the most stringent requirement shall be deemed to be included in the Contract as determined by the Employer; in case of conflict between documents and the priority of the documents forming the Contract shall be as follows:
  - i) The Contract Agreement;
  - ii) The Letter of Acceptance;
  - iii) The completed Form of technical Bid and Form of Financial Bid;
  - iv) The Special Conditions of Contract
  - v) The General Conditions of Contract
  - vi) The Priced Bill of Quantities (Schedule of Prices)
  - vii) The completed Appendices to Bid (A to C)
  - viii) The Drawing
  - ix) Certificate of Contract Commencement
  - x) Integrity pact (Provided Contract value is above Rs.10 M),
  - xi) Beneficial ownership Information (Provided Contract value is above Rs.50 M),
  - xii) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
- b) If the terms and conditions of the Clauses of this Section vary or are inconsistent with any portion of any of the above stated documents, the terms of the Clauses in this Section shall control and be given priority, and the provisions of the Appendices shall be subject to the terms of the Clauses. The Contract contains the entire agreement between the parties and supersedes all prior agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. Neither party will be bound by or be deemed to have made any representations, warranties, commitments or other undertakings with respect to the subject matter of this Contract that are not contained in this Contract.
- c) 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.



## **E. DRAWINGS AND DESIGNS**

### **6.1 Proposed layout Drawing**

- a) Employer will provide drawing of proposed Refurbishment/Renovation layout as a part and parcel of the Contract included in the bidding documents highlighting Office area, Workstation area, Corridors, Washroom/Bathroom area, partitions etc., excluding in depth finishes designs or patterns of Ceiling, Wall paneling, Pillars cladding, Flooring, Vanity, Cabinetry, Workstations or Drawers, Electrical and Lighting system, Plumbing and HVAC System, CCTV System etc.
- b) The Contractor may also obtain soft copy from the Employer; and shall make at his own cost any further copies of the proposed layout drawing, as he desires.
- c) During the execution of proposed Refurbishment/Renovation Works; the layout may change; as per the discretion of the Employer and the Contractor will be responsible to incorporate such changes accordingly without incurring any additional cost.

### **6.2 Shop Drawings and 3D Modeling Representations**

- a) The Contractor shall be responsible to prepare, create and submit Shop drawings and necessary 3D Modeling representations elaborating design, pattern, sections and details for each or all nature and type of works; such as Ceiling, Flooring, Workstations, Paneling, Cladding, Cabinets, Drawers, Vanity, Electrical and Lighting scheme, Distribution Boards (DBs), Main Telephone Junction Box (MTJBs) Plumbing and HVAC System, Fire Alarm System, CCTV System, LAN cabling etc. or for any other nature as may be desired by the Employer. The price of such drawings and 3D Modelling Representations shall be deemed to be included in the Contract Price.
- b) The Contractor shall submit to the Employer for review two (02) hard copies and one (01) soft copy of all shop drawings and 3D Modeling Representations in pursuant to this Sub Clause.
- c) The submitted Shop Drawings and 3D Modeling Representations shall be approved by the Employer within a reasonable sufficient time; provided the Employer is fully satisfied with the design, pattern, sections or layout duly proposed by the Contractor.
- d) It will be the responsibility of the Contractor to get such Shop Drawings and 3D Modeling Representations approved from the Employer; prior to respective execution.
- e) Review and approval by the Employer shall not be construed as a complete check but will indicate only that the general method of construction, layouts and detailing is satisfactory and that the Employer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.
- f) Employer may re-execute any work; whose Shop drawing and 3D Modeling Representations were not approved prior to its execution; without incurring any liability for delay in progress of works or its undue expense.

### **6.3 Custody and Supply of drawings and 3D Modeling Representations**

- a) One (01) copy of the proposed Drawing provided by the Employer with the bidding documents or any subsequent revised layouts and one (01) copy of all the approved Shop Drawings and 3D Modeling Representations should be kept at the Site by the Contractor and the same shall at all reasonable times be available for inspection and use by the Employer.
- b) All the As-built drawings in pursuant to Sub Clause 6.7 shall be submitted by the Contractor with the Final Bill before or with the Final Bill; otherwise no payment will be made.
- c) Unless it is strictly necessary for the purposes of the Contract, the Drawing provided by the Employer or drawing and 3d Modeling Representation prepared & submitted by the Contractor shall not, without the consent of the Employer, be used or communicated to a 3<sup>rd</sup> party by the Contractor
- d) All the drawings and 3D Modeling Representations in original or copies in possession of the Contractor or kept at site will be returned to Employer; upon completion of the Defects Liability Period.



- e) The price of such drawings and 3d Modeling Representations (soft and hard copies) submitted by the Contractor subject to above stated clauses of this section shall be deemed to be included in the Contract Price.

#### **6.4 Disruption of Progress**

Whenever planning or execution of the Works is likely to be delayed or disrupted due to non-submission or delay in submission of shop drawings or 3D Modeling Representations by the Contractor or due to non-approval or delay in approval by the Employer; unless any further revised layout drawing or instruction is issued by the Employer within a reasonable time; either party may issue a notice to the other. The notice shall include details of the drawing or instruction required or approvals sought and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

#### **6.5 Delay and Cost of Delay in approving the Shop Drawings and 3D Modeling Representations**

If by reason of any failure or inability of the Employer to approve, within a time reasonable in all the circumstances, any shop drawing or 3D Modeling Representation submitted by the Contractor in accordance with Sub Clause 6.2, the Contractor suffers delay in execution of works then the Employer may determine any extension of time to which the Contractor is entitled under Clause 44.

#### **6.6 Failure by the Contractor to submit Shop drawings or 3D modeling Representations**

If the failure or inability of the Employer to issue any instructions is caused in whole or in part by the failure of the Contractor to submit the Shop Drawings or 3D Modeling Representations which he is required to submit under the Contract, the Employer shall take such failure by the Contractor into account when making his determination pursuant to Sub Clause 6.5.

#### **6.7 As-Built Drawings**

At the completion of the Works under the Contract, the Contractor shall furnish to the Employer three (03) hard copies and one (01) soft copy for all the shop drawings amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

#### **7.1 Supplementary Drawings, 3D Modeling Representations and Instructions**

The Employer shall have authority to ask the Contractor, from time to time, for such supplementary Drawings or 3D Modeling Representations and issue 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 carry out and be bound by the same.

#### **7.2 Permanent Works Designed by Contractor**

If the Employer desires, the Contractor will also be responsible to submit different designs Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall submit to the Employer, for approval:

- a) such drawings or 3D Modeling Representations, specifications, calculations and other information as shall be necessary to satisfy the Employer as to the suitability and adequacy of that design, and
- b) operation and maintenance manuals (if any) together with drawings of the Permanent Works as completed, in sufficient detail to enable the Employer to operate, maintain, dismantle, reassemble and adjust the Permanent Works incorporating that design. The Works shall not be considered to be completed for the purposes of completion of works in accordance with Clause 48 until such operation and maintenance manuals together with drawings on completion have been submitted to and approved by the Employer.
- c) The Contractor shall remain responsible for his design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Employer shall be responsible for the Specifications and Drawings.

#### **7.3 Responsibility Unaffected by Approval**

Approval by the Employer, in accordance with Sub Clause 7.2, shall not relieve the Contractor of any of his responsibilities under the Contract.



## **F. GENERAL OBLIGATIONS**

### **8.1 Contractor's General Responsibilities**

The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labor, material, fittings, fixtures, Contractor's Equipment & tools and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

### **8.2 Site Operations and Methods of Renovation**

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of renovation. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, or for the design or specification of any Temporary Works not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Employer.

### **9.1 Contract Agreement**

The Contractor shall, if called upon so to do, enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Employer, in the form annexed to these Conditions with such modification as may be necessary.

### **10.1 Performance Security**

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 number of days as specified in SCC; after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to percentage of the Contract Price specified in the SCC and 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) an insurance company having at least AA rating from PACRA/JCR.

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

### **10.2 Period of Validity of Performance Security**

The performance security shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract during the Defects Liability Period. No claim shall be made against such security after the issue of the Defects Liability Certificate in accordance with Sub Clause 62.1 and such security shall be returned to the Contractor within 14 days of the issue of the said Defects Liability Certificate.

### **10.3 Claims under Performance Security**

Prior to making a claim under the performance security the Employer shall, in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.

### **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.



### 11.1 Inspection of Site

The Employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such data on hydrological and sub-surface conditions (if applicable to the renovation works) as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof.

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Tender, as to:

- a) the form and nature thereof, including the sub-surface conditions (if applicable);
- b) the hydrological and climatic conditions (if applicable);
- c) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and
- d) the means of access to the Site and the accommodation he may require, and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination, all as aforementioned.

### 12.1 Sufficiency of Bid

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Bid and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

### 12.2 Not Foreseeable Physical Obstructions or Conditions

If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Employer. On receipt of such notice, the Employer shall if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, determine any extension of time to which the Contractor is entitled under Clause 44, and shall notify the Contractor accordingly. Such determination shall take account of any instruction which the Employer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Employer which the Contractor may take in the absence of specific instructions from the Employer.

### 13.1 Work to be in Accordance with Contract

Unless it is legally or physically impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Employer. The Contractor shall comply with and adhere strictly to the Employer's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Employer (or his delegate).



**14.1 Program to be submitted**

The Contractor shall, within the time stated in SCC after the date of receipt of the Letter of Acceptance, submit to the Employer for his consent a program, in such form and detail specified in the Appendix B to Bid or as the Employer shall reasonably prescribe later, for the execution of the Works. The Contractor shall, whenever required by the Employer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

**14.2 Revised Program**

If at any time it should appear to the Employer that the actual progress of the Works does not conform to the program to which consent has been given under Sub Clause 14.1, the Contractor shall produce, at the request of the Employer, a revised program showing the modifications to such program necessary to ensure completion of the Works within the Time for Completion.

Failure to perform according to the approved or revised Work program shall be considered as the Contractor's Default and Employer reserves the rights to invoke all or any remedy available in Clause 63.

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

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

**14.4 Detailed Programme and Monthly Progress Report**

- a) For purposes of Sub Clause 14.1, the Contractor shall submit to the Employer detailed program for the following:
  - i) Execution of Works;
  - ii) Labour Employment;
  - iii) Local Material Procurement;
  - iv) Material Imports, if any; and
  - v) Other details as required by the Employer.
- b) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Employer as and when requested. The daily record shall include particulars such as number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

**15.1 Contractor's Superintendence**

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Employer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorized representative approved of by the Employer, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Works. Such authorized representative shall receive, on behalf of the Contractor, instructions from the Employer.

If approval of the representative is withdrawn by the Employer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the Employer.



**15.2 Language Ability of Contractor's Representative**

The Contractor's authorized representative shall be fluent in the Urdu or 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 authorized representative and his other professional engineers working at Site shall register themselves 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.

**16.1 Contractor's Employees**

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:

- (a) only such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and
- (b) such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

**16.2 Employer at Liberty to Object**

The Employer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Employer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Employer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Employer. Any person so removed from the Works shall be replaced as soon as possible.

**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 is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Employer.

**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.

**17.1 Setting-out**

The Contractor shall be responsible for:

- a) the accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Employer verbally or in writing,
- b) the correctness, subject as above mentioned of the position, levels dimensions and alignment of all parts of the Works, and
- c) the provision of all necessary instruments, appliances and labor in connection with the foregoing responsibilities.

If, at any time during the execution of the Works, any error appears in the position, levels, dimensions or



alignment of any part of the Works, the Contractor, on being required so to do by the Employer, shall, at his own cost, rectify such error to the satisfaction of the Employer, unless such error is based on incorrect data supplied in writing by the Employer, in which case the Employer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly.

The checking of any setting-out or of any line or level by the Employer shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting-out the Works.

#### 18.1 Boreholes and Exploratory Excavation (If required)

If, at any time during the execution of the Works, the Employer requires the Contractor to make boreholes or to carry out exploratory excavation (being necessary for the renovation works), such requirement shall be the subject of an instruction in accordance with Clause 51, unless an item or a Provisional Sum in respect of such work is included in the Bill of Quantities.

#### 19.1 Safety, Security and Protection of the Environment

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
- b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Employer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

#### 19.2 Employer's Responsibilities

If under Clause 31 the Employer shall carry out work on the Site with his own workmen he shall, in respect of such work:

- a) have full regard to the safety of all persons entitled to be upon the Site, and
- b) keep the Site in an orderly state appropriate to the avoidance of danger to such persons.

If under Clause 31 the Employer shall employ other contractors on the Site he shall require them to have the same regard for safety and avoidance of danger.

#### 19.3 Safety Precautions

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Employer 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 Employer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Employer concerning safety, health and welfare of persons and damage to property, as the Employer 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 Employer's Representative.

**20.1 Care of Works**

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Completion Certificate for the whole of the Works, when the responsibility for the said care shall pass to the Employer. Provided that:

- a) if the Employer issues a Completion Certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Completion Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and
- b) the Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed pursuant to Clause 49.

**20.2 Responsibility to Rectify Loss or Damage**

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub Clause 20.4, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Employer. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 49 and 50.

**20.3 Loss or Damage Due to Employer's Risks**

In the event of any such loss or damage happening from any of the risks defined in Sub Clause 20.4, or in combination with other risks, the Contractor shall, if and to the extent required by the Employer, rectify the loss or damage and the Employer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly. In the case of a combination or risks causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Employer.

**20.4 The Employer's Risks**

The Employer's Risks are:-

- 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 specified 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) a suspension under Sub Clause 40.1 unless it is attributable to the Contractor's failure; and
- e) 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.

#### **21.1 Insurance of Works and Contractor's Equipment**

The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 20, insure:

- a) the Works, together with materials and Plant for incorporation therein, to the full replacement cost i.e. (the term "cost" in this context shall include profit),
- b) an additional sum of 15 per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and
- c) the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

#### **21.2 Scope of Cover**

The insurance in paragraphs (a) and (b) of Sub Clause 21.1 shall be in the joint names of the Contractor and the Employer and shall cover:

- a) the Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in Sub Clause 21.4, from the start of work at the Site until the date of issue of the relevant Completion Certificate in respect of the Works or any Section or part thereof as the case may be, and
- b) the Contractor for his liability:
  - i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Periods, and
  - ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 49 and 50.

#### **21.3 Responsibility for Amounts not Recovered**

Any amounts not insured or not recovered from the insurers shall be borne by the Employer or the Contractor in accordance with their responsibilities under Clause 20.

#### **21.4 Exclusions**

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 (a) (i) to (iv).



**22.1 Damage to Persons and Property**

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- a) death of or injury to any person, or
- b) loss of or damage to any property (other than the Works),

which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Sub Clause 22.2.

**22.2 Exceptions**

The "exceptions" referred to in Sub Clause 22.1 are:

- a) the permanent use or occupation of land by the Works, or any part thereof,
- b) the right of the Employer to execute the Works, or any part thereof, on, over, under, is or through any land,
- c) damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the Contract, and
- d) death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Employer, his agents servants or other contractors, not being employed by the Contractor, or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or, where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the injury or damage.

**22.3 Indemnity by Employer**

The Employer shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions defined in Sub Clause 22.2

**23.1 Third Party Insurance (including Employer's Property)**

The Contractor shall, without limiting his or the Employer's obligation and responsibilities under Clause 22, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person (other than as provided in Clause 24) or loss of or damage to any property (other than the Works) arising out of the performance of the Contract, other than the exceptions defined in paragraphs (a), (b) and (c) of Sub Clause 22.2.

**23.2 Minimum Amount of Insurance**

Such insurance shall be for at least the amount stated in the SCC.

**23.3 Cross Liabilities**

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insureds.

**24.1 Accident or Injury to Workmen**

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, other than death



or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

#### **24.2 Insurance Against Accident to Workmen**

The Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any Subcontractor, the Contractor's obligations to insure as aforesaid under the Sub Clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such Subcontractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

#### **25.1 Evidence and Terms of Insurances**

The Contractor shall provide evidence to the Employer prior to the start of work at the Site that the insurances required under the Contract have been affected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Employer. When providing such evidence and such policies to the Employer, the Contractor shall notify the Employer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall affect all insurances for which he is responsible with insurers and in terms approved by the Employer.

#### **25.2 Adequacy of Insurances**

The Contractor shall notify the insurers of changes in the nature, extent or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.

#### **25.3 Remedy on Contractor's Failure to Insure**

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Employer within the period required by Sub Clause 25.1, then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or to become due to the Contractor, or recover the same as a debt due from the Contractor.

#### **25.4 Compliance with Policy Conditions**

In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies affected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.

#### **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.

#### **26.1 Compliance with Statutes, Regulations**

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all



fees, with the provisions of:

- a) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor in accordance with Sub Clause 22.3.

#### **27.1 Fossil**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Employer and the Contractor, be deemed to be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Employer of such discovery and carry out the Employer's instructions for dealing with the same. If, by reason of such instructions, the Contractor suffers delay and/or incurs costs then the Employer shall, determine:

- a) any extension of time to which the Contractor is entitled under Clause 44, and
- b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly.

#### **28.1 Patent Rights**

The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Contractor's Equipment, materials or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Employer.

#### **28.2 Royalties**

Except where otherwise stated, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works.

#### **29.1 Interference with Traffic and Adjoining Properties**

All operations necessary for the execution and completion of the Works and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person.

The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters insofar as the Contractor is responsible therefor.



**30.1 Avoidance of Damage to Roads**

The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Subcontractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such roads and bridges.

**30.2 Transport of Contractor's Equipment or Temporary Works**

Save insofar as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road communicating with or on the routes to the Site to facilitate the movement of Contractor's Equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge caused by such movement, including such claims as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

**30.3 Transport of Materials or Plant**

If, notwithstanding Sub Clause 30.1, any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Employer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim. Where under any law or regulation the hauler of such materials or Plant is required to indemnify the road authority against damage the Employer shall not be liable for any costs, charges or expenses in respect thereof or in relation thereto. In other cases the Employer shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify the Contractor in respect thereof and in respect of all claims, proceedings damages, costs, charges and expenses in relation thereto. Provided that if and so far as any such claim or part thereof is, in the opinion of the Employer, due to any failure on the part of the Contractor to observe and perform his obligations under Sub Clause 30.1, then the amount determined by the Employer, after due consultation with the Employer and the Contractor, to be due to such failure shall be recoverable from the Contractor by the Employer and may be deducted by the Employer from any monies due or to become due to the Contractor and the Employer shall notify the Contractor accordingly, with a copy to the Employer. Provided also that the Employer shall notify the Contractor whenever a settlement is to be negotiated and, where any amount may be due from the Contractor, the Employer shall consult with the Contractor before such settlement is agreed.

**30.4 Waterborne Traffic**

Where the nature of the Works is such as to require the use by the Contractor of waterborne transport the foregoing provisions of this Clause shall be construed as though "road" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

**31.1 Opportunities for Other Contractors**

The Contractor shall, in accordance with the requirements of the Employer, afford all reasonable opportunities for carrying out their work to:

- a) any other contractors employed by the Employer and their workmen,
- b) the workmen of the Employer, and
- c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter



into in connection with or ancillary to the Works.

**31.2 Facilities for Other Contractors**

If, however, pursuant to Sub Clause 31.1 the Contractor shall, on the written request of the Employer:

(a) make available to any other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible,

(b) permit the use, by any such, of Temporary Works or Contractor's Equipment on the Site, or

(c) provide any other service of whatsoever nature for any such,

the Employer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.

**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.

**32.1 Contractor to Keep Site Clear**

During the execution of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

**33.1 Clearance of Site on Completion**

Upon the issue of any Completion Certificate the Contractor shall clear away and remove from that part of the Site to which such Completion Certificate relates all Contractor's Equipment, surplus materials, rubbish, debris, dumpsites and Temporary Works/structures of every kind and fill up all trenches/holes/gaps etc. made during the execution of the works, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Employer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

**33.2 Site Clearance Certificate**

The contractor will have to secure a site clearance certificate from the Employer and attach the same with his final bill. In case the contractor fails or refuses to do so, the Employer reserves the right to get it done through the other sources/contractors and deduct/recover the expenditure so occurred from the bills or retention money along with the Performance Security submitted at the time of bid opening of the contractor. In this regard, the decision of the Employer will be final & conclusive.



## **G. LABOR**

### **34.1 Engagement of Staffs and Labor**

The Contractor shall make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.

### **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.

### **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; except with the prior written consent of the Employer.

### **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 labor, 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 Employer.

### **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 Arrangement of Drinking Water**

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Employer or his representative, adequate supply of the drinking water for the use of his staff and labour.

### **34.8 First Aid Facilities**

The Contractor shall provide its Staff and other resources with free first-aid facilities and treatment at the premises and shall, for this purpose, keep a properly equipped first aid kit at the premises.

### **34.9 Utilities Provisions**

Electricity and water for the construction/renovation/refurbishment purposes will be provided by the Employer. However, expense regarding the required cables/wires and sub-meters, switches etc. for the



Electrical Connection from a specified point of dispatch as directed by the Employer shall have to be borne by the Contractor. The Contractor shall make his own arrangement at his own expenses for the telephone & fax etc. at the Site of Works. If these facilities are to be provided by the Employer at the request of the Contractor, the Contractor shall have to pay the bills/ expenses as per mutually agreed terms & conditions at that time. Hutting/ tenting for the workers or storage of the materials of the contractor shall be the responsibility of the contractor.

#### **34.10 Utility Lines**

The Contractor shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incident to the protection of and avoidance of interference with power transmission, telegraph, telephone and natural gas lines, oil lines, water and sewerage mains and other utilities within the areas of his operations in connection with this Contract and the cost thereof shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in relation to any such interference.

#### **34.11 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.

#### **34.12 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.

#### **34.13 Festivals and Religious Customs**

The Contractor shall in all dealings with his staff and labour have due regard to all recognised festivals, days of rest and religious and other customs.

#### **34.14 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 labour and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

#### **34.15 Compliance by Subcontractors**

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

#### **35.1 Returns of Labor and Contractor's Equipment**

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labor from time to time employed by the Contractor on the Site and such information respecting Contractor's Equipment as the Employer may require.

#### **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 Employer may from time to time prescribe.

#### **35.3 Reporting of Accidents**

The Contractor shall report to the Employer 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 Employer immediately by the quickest available means.



## H. MATERIALS, PLANTS AND WORKMANSHIP

### 36.1 Quality of Materials, Plant and Workmanship

All materials, Plant and workmanship shall be

- a) of the respective kinds described in the Contract and in accordance with the Employer's instructions, and
- b) subjected from time to time to such tests as the Employer may require at the place of manufacture, fabrication or preparation, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places.

The Contractor shall provide such assistance, labor, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or Plant and shall supply samples of materials, before incorporation in the Works, for testing as may be selected and required by the Employer.

### 36.2 Cost of Samples

The Contractor shall supply samples of materials; if so desired by the Employer, before incorporation in the Works. All samples shall be supplied by the Contractor at his own cost; and shall be deemed to be included in the Contract price.

### 36.3 Cost of Tests

The cost of making any test shall be borne by the Contractor if such test is:

- a) clearly intended by or provided for in the Contract, or
- b) particularised in the Contract (in cases only for a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

### 36.4 Cost of Tests not provided for

If any test required by the Employer which is:

- a) not intended by or provided for,
- b) (in the cases above mentioned) not so particularised, or
- c) (through so intended or provided for) required by the Employer to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the materials or Plant tested,

shows the materials, Plant or workmanship not to be in accordance with the provisions of the Contract to the satisfaction of the Employer, then the cost of such test shall be borne by the Contractor, but in any other case Sub Clause 36.5 shall apply.

### 36.5 Employer's Determination where Tests not provided for

Where, pursuant to Sub Clause 36.4, this Sub Clause applies the Employer shall, after due consultation with the Employer and the Contractor, determine:

- a) any extension of time of which the Contractor is entitled under Clause 44, and
- b) the amount of such costs, which shall be added to the Contract Price,

and shall notify the Contractor accordingly, with a copy to the Employer.



**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.

**37.1 Inspection of Operations**

The Employer, and any person authorized by him, shall at all reasonable times have access to the Site and to all workshops and places where materials or Plant are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

**37.2 Inspection and Testing**

The Employer shall be entitled, during manufacture, fabrication or preparation to inspect and test (if applicable) the materials and Plant to be supplied under the Contract. If materials or Plant are being manufactured, fabricated or prepared in workshops or places other than those of the Contractor, the Contractor shall obtain permission for the Employer to carry out such inspection and testing in those workshops or places. Such inspection or testing shall not release the Contractor from any obligation under the Contract.

**37.3 Dates for Inspection and Testing**

The Contractor shall agree with the Employer on the time and place for the inspection or testing of any materials or Plant as provided in the Contract. The Employer shall give the Contractor not less than 24 hour notice of his intention to carry out the inspection or to attend the tests. If the Employer, or his duly authorized representative, does not attend on the date agreed, the Contractor may, unless otherwise instructed by the Employer, proceed with the tests, which shall be deemed to have been made in the presence of the Employer. The Contractor shall forthwith forward to the Employer duly certified copies of the tests readings. If the Employer has not attended the tests, he shall accept the said readings as accurate.

**37.4 Rejection**

If, at the time and place agreed in accordance with Sub Clause 37.3, the materials or Plant are not ready for inspection or testing or if, as a result of the inspection or testing referred to in this Clause, the Employer determines that the materials or Plant are defective or otherwise not in accordance with the Contract, he may reject the materials or Plant and shall notify the Contractor thereof immediately. The notice shall state the Employer's objections with reasons. The Contractor shall then promptly make good the defect or ensure that rejected materials or Plant comply with the Contract. If the Employer so requests, the tests of rejected materials or Plant shall be made or repeated under the same terms and conditions. All costs incurred by the Employer by the repetition of the test shall after due consultation with the Employer and the Contractor, be determined by the Employer and shall be recoverable from the Contractor by the Employer and may be deducted from any monies due or to become due to the Contractor and the Employer shall notify the Contractor accordingly, with a copy to the Employer.

**37.5 Independent Inspection**

The Employer may delegate inspection and testing of materials or Plant to an independent inspector. Any such delegation shall be effected and for this purpose such independent inspector shall be considered as an assistant of the Employer. Notice of such appointment (not being less than 14 days) shall be given by the Employer to the Contractor.



**38.1 Examination of Work before Covering up**

No part of the works shall be covered up or put out of view without the approval of the Employer and the Contractor shall afford full opportunity for the Employer to examine and measure any such part of the Works which is about to be covered up or put out of view and to examine foundations before any part of the Works is placed thereon. The Contractor shall give notice to the Employer whenever any such part of the Works or foundations is or are ready or about to be ready for examination and the Employer shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such part of the Works or of examining such foundations.

**38.2 Uncovering and Making Openings**

The Contractor shall uncover any part of the Works or make openings in or through the same as the Employer may from time to time instruct and shall reinstate and make good such part. If any such part has been covered up or put out of view after compliance with the requirement of Sub Clause 38.1 and is found to be executed in accordance with the Contract, the Employer shall, after due consultation with the Employer and the Contractor, determine the amount the Contractor's costs in respect of such of uncovering, making openings in or through, reinstating and making good the same, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer. In any other case all costs shall be borne by the Contractor.

**39.1 Removal of Improper Work, Materials or Plant**

The Employer shall have authority to issue instructions from time to time, for:

- a) the removal from the Site, within such time or times as may be specified in the instruction, of any materials or Plant which, in the opinion of the Employer, are not in accordance with the Contract,
- b) the substitution of proper and suitable materials or Plant, and
- c) the removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefor, of any work which, in respect of
  - i) materials, Plant or workmanship, or
  - ii) design by the Contractor or for which he is responsible,is not, in the opinion of the Employer, in accordance with the Contract.

**39.2 Default of Contractor in Compliance**

In case of default on the part of Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Employer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Employer shall notify the Contractor accordingly, with a copy to the Employer.



## I. SUSPENSION

### 40.1 Suspension of Work

The Contractor shall, on the instructions of the Employer, suspend the progress of the Works or any part thereof for such time and in such manner as the Employer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Employer. Unless such suspension is:

- (a) otherwise provided for in the Contract,
- (b) necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible,
- (c) necessary by reason of climatic conditions of the Site, or
- (d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Employer or the Employer or from any of the risks defined in Sub Clause 20.4),

Sub Clause 40.2 shall apply.

### 40.2 Employer's Determination following Suspension

Where, pursuant to Sub Clause 40.1, this Sub Clause applies the Employer shall, determine any extension of time to which the Contractor is entitled under Sub Clause 44, and shall notify the Contractor accordingly.

### 40.3 Suspension lasting more than 84 Days

If the progress of the Works or any part thereof is suspended on the written instructions of the Employer and if permission to resume work is not given by the Employer within a period for 84 days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c) or (d) of Sub Clause 40.1, the Contractor may give notice to the Employer requiring permission, within 28 days from the receipt thereof, to proceed with the Works or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the Contractor may, but is not bound to, elect to treat the suspension, where it affects part only of the Works, as an omission of such part under Clause 51 by giving a further notice to the Employer to that effect, or, where it affects the whole of the Works, treat the suspension as an event of default by the Employer and terminates his employment under the Contract in accordance with the provisions of Sub Clause 69.1, whereupon the provisions of Sub Clause 69.2 and 69.3 shall apply.



## **J. COMMENCEMENT AND DELAYS**

### **41.1 Commencement of Works**

The Contractor shall commence the Works on Site with effect from the Date of Work Commencement notified in the Certificate of Work Commencement; issued by the Employer. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

### **42.1 Possession of Site and Access Thereto**

Save insofar as the Contract may prescribe:

- (a) the extent of portions of the Site of which the Contractor is to be given possession from time to time,
- (b) the order in which such portions shall be made available to the Contractor,

and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will, with the Employer's notice to commence the Works, give to the Contractor possession of

- (c) so much of the Site, and
- (d) such access as, in accordance with the Contract, is to be provided by the Employer as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the program referred to in Sub Clause 14, if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Employer with a copy to the Employer, make. The Employer will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with such program or proposals, as the case may be.

### **42.2 Failure to Give Possession**

If the Contractor suffers delay or failure on the part of the Employer to give possession in accordance with the terms of Sub Clause 42.1, the Employer shall, determine any extension of time to which the Contractor is entitled under Sub Clause 44, and shall notify the Contractor accordingly.

### **42.3 Rights of Way and Facilities**

The Contractor shall bear all costs and charges for special or temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.

### **43.1 Time for Completion**

The whole of the Works and, if applicable, any Section required to be completed within a particular time shall be completed, in accordance with the provisions of Clause 48, within the time in pursuant to Sub Clause 1.1(c)(ii) for the whole of the Works or the Sections (as the case may be), calculated from the Commencement Date, or such extended time as may be allowed under Clause 44.

### **44.1 Extension of Time for Completion**

In the event of:

- (a) the amount or nature of extra or additional work,
- (b) any cause of delay referred to in these Conditions,
- (c) exceptionally adverse climatic conditions,



- (d) any delay, impediment or prevention by the Employer, or
- (e) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible,

being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Employer shall determine the amount of such extension and shall notify the Contractor accordingly.

**44.2 Contractor to Provide Notification and Detailed Particulars**

Provided that the Employer is not bound to make any determination for extension pursuant to Sub Clause 44, unless the Contractor;

- a) within 28 days after such event has first arisen notified the Employer, and
- b) within 28 days or such other reasonable time as may be agreed by the Employer, after such notification submitted to the Employer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

**44.3 Interim Determination of Extension**

Provided also that where an event has a continuing effect such that it is not practicable for the Contractor to submit detailed particulars within the period of 28 days referred to in Sub Clause 44.2(b), he shall nevertheless be entitled to an extension of time provided that he has submitted to the Employer interim particulars at intervals of not more than 28 days and final particulars within 28 days of the end of the effects resulting from the event. On receipt of such interim particulars, the Employer shall, without undue delay, make an interim determination of extension of time and, on receipt of the final particulars, the Employer shall review all the circumstances and shall determine an overall extension of time in regard to the event. In both such cases the Employer shall make his determination after due consultation with the Employer and the Contractor and shall notify the Contractor of the determination. No final review shall result in a decrease of any extension of time already determined by the Employer.

**45.1 Restriction on Working Hours**

Subject to any provision to the contrary contained in the Contract, none of the Works shall, save as hereinafter provided, be carried on during the night or on locally recognized days of rest without the consent of the Employer, except when work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works or being stopped by the Employer during the Office hours due to any reason; in which case the Contractor shall immediately advise the Employer. Provided that the provisions of this Clause; shall not be applicable in the case of any work which it is customary to carry out by multiple shifts or if prior approval from the Employer or Employer was already obtained. However; execution of works after Office hours or in night or on locally recognized days of rest will not entitle the Contractor; for any additional payment; and such cost shall deemed to be included in the Contract Price.

**46.1 Rate of Progress**

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Employer, too slow to comply with the Time for Completion, the Employer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Employer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Employer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek



the consent of the Employer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Clause, involve the Employer in additional supervision costs, such cost shall, after due consultation with the Employer and the Contractor, be determined by the Employer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Employer shall notify the Contractor accordingly.

**47.1 Liquidated Damages for Delay**

If the Contractor fails to comply with the Time for Completion in accordance with Clause 48, for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Sub Clause 43, then the Contractor shall pay to the Employer the relevant sum stated in the SCC as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Completion Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the SCC. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

**47.2 Reduction of Liquidated Damages**

If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Completion Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Completion Certificate, and in the absence of Alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

**48.1 Completion Certificate**

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests (if applicable) on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Employer with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Employer to issue a Completion Certificate in respect of the Works. The Employer shall within 21 days of the date of delivery of such notice, either issue to the Contractor, a Completion Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Employer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Employer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Completion Certificate within 21 days of completion, to the satisfaction of the Employer, of the Works so specified and remedying any defects so notified.

**48.2 Completion of Sections or Parts**

Similarly, in accordance with the procedure set out in Sub Clause 48.1, the Contractor may request and the Employer shall issue a Completion Certificate in respect of:

- a) any Section in respect of which a separate Time for Completion is provided in the SCC,

For the purposes of para (a) of this Sub Clause, separate Times for Completion shall be provided by the



Contractor in the Appendix-B to Bid.

- (b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Employer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or
- (c) any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure).

**48.3 Substantial Completion of Parts**

If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Tests (if applicable) on Completion prescribed by the Contractor, the Employer may issue a Completion Certificate in respect of that part of the Permanent Works before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

**48.4 Surfaces Requiring Reinstatement**

Provided that a Completion Certificate given in respect of any Section or part of the Permanent Works before completion of the whole of the Works shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Completion Certificate shall expressly so state.



## **K. DEFECTS LAIBILITY**

### **49.1 Defects Liability Period**

In these Conditions the expression "Defects Liability Period" shall mean the defects liability period named in the SCC, calculated from:

- (a) the date of completion of the Works certified by the Employer in accordance with Clause 48, or
- (b) in the event of more than one certificate having issued by the Employer under Clause 48, the respective dates so certified,

and in relation to the Defects Liability Period the expression "the Works" shall be construed accordingly.

### **49.2 Completion of Outstanding Work and Remedying Defects**

To the intent that the Works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Employer, the Contractor shall:

- (a) complete the work, if any, outstanding on the date stated in the Completion Certificate as soon as practicable after such date, and
- (b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Employer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Employer prior to its expiration, instruct the Contractor to execute.

### **49.3 Cost of Remedying Defects**

All work referred to in Sub Clause 49.2(b) shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Employer, due to:

- a) the use of materials, Plant or workmanship not in accordance with the Contract,
- b) where the Contractor is responsible for the design of part of the Permanent Works, any fault in such design, or
- c) the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

If, in the opinion of the Employer, such necessity is due to any other cause, he shall notify the Contractor accordingly.

### **49.4 Contractor's Failure to Carry out Instructions and remedy defects**

In case of default on the part of the Contractor in carrying out such instructions and remedy any defect(s) or complete the outstanding works within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Employer, the Contractor was liable to do at his own cost under the Contract, then all cost consequent thereon or incidental thereto shall, be determined by the Employer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Employer shall notify the Contractor accordingly.

### **50.1 Contractor to Search**

If any defect, shrinkage or other fault in the Works appears at any time prior to the end of the Defects Liability Period, the Employer may instruct the Contractor, to search under the directions of the Employer for the cause thereof. Unless such defect, shrinkage or other fault is one for which the Contractor is liable under the Contract, the Employer shall, determine the amount in respect of the costs of such search incurred by the Contractor, which shall be added to the Contract Price and shall notify the Contractor accordingly. If such defect, shrinkage or other fault is one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect, shrinkage or other fault at his own cost in accordance with the provisions of Clause 49.



## **L. ALTERATIONS, ADDITIONS AND OMISSIONS**

### **51.1 Variations**

The Employer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work included in the Contract,
- (b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor),
- (c) change the character or quality or kind of any such work,
- (d) change the levels, lines, position and dimensions of any part of the Works,
- (e) execute additional work of any kind necessary for the completion of the Works, or
- (f) change any specified sequence or timing of execution of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 52. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

### **51.2 Instructions for Variations**

The Contractor shall not make any such variation without an instruction of the Employer in writing. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

### **52.1 Valuation of Variations**

All variations referred to in Clause 51 and any additions to the Contract Price which are required to be determined in accordance with Clause 52 (for the purposes of this Clause referred to as "varied work"), shall be valued as follows:

- a) at the rates and prices set out in the Contract if, in the opinion of the Employer, the same shall be applicable.
- b) If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable;

failing which, after due consultation by the Employer with the Contractor;

- c) the rates notified by other Government Departments/agencies may be used as the basis for valuation; or
- d) the suitable rates or prices shall be agreed upon between the Employer and the Contractor.

However, in the event of disagreement; the Employer shall within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later, fix such rates or prices as are, in his opinion, appropriate and his decision will be final and binding upon the parties and the Employer shall notify the Contractor accordingly. Until such time as rates or prices are agreed or fixed, the Employer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 60.



**52.2 Power of Employer to Fix Rates**

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Employer, the rate or price contained in the Contract for any item of the Works is, by reason of such varied work, rendered inappropriate or inapplicable, then, after due consultation by the Employer with the Employer and the Contractor, a suitable rate or price shall be agreed upon between the Employer and the Contractor. In the event of disagreement the Employer shall fix such other rate or price as is, in his opinion, appropriate and shall notify the Contractor accordingly. Until such time as rates or prices are agreed or fixed, the Employer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 60.

Provided also that no varied work instructed to be done by the Employer pursuant to Clause 51 shall be valued under Sub Clause 52.1 or under this Sub Clause unless, within 14 days of the date of such instruction and, other than in the case of omitted work, before the commencement of the varied work, notice shall have been given either:

- (a) by the Contractor to the Employer of his intention to claim extra payment or a varied rate or price, or
- (b) by the Employer to the Contractor of his intention to vary a rate or price.

**52.3 Variations Exceeding 15 per cent**

If, on the issue of the Completion Certificate for the whole of the Works, it is found that as a result of:

- (a) all varied work valued under Sub Clauses 52.1 and 52.2, and
- (b) all adjustments upon measurement of the estimated quantities set out in the Bill of Quantities, excluding Provisional Sums, and adjustment of price made under Clause 70.

but not from any other cause, there have been additions to or deductions from the Contract Price which taken together are in excess of 15 per cent of the "Effective Contract Price" (which for the purposes of this Sub Clause shall mean the Contract Price, excluding Provisional Sums if any) then and in such event (subject to any action already taken under any other Sub Clause of this Clause), after due consultation by the Employer with the Contractor, there shall be added to or deducted from the Contract Price such further sums as may be agreed between the Contractor and the Employer or, failing agreement, determined by the Employer having regard to the Contractor's Site and general overhead costs of the Contract. The Employer shall notify the Contractor of any determination made under this Sub Clause. Such sum shall be based only on the amount by which such additions or deductions shall be in excess of 15 per cent of the Effective Contract Price.

**52.4 Daywork**

----- NOT APPLICABLE -----



## M. PROCEDURE FOR CLAIMS

### 53.1 Notice of Claims

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Employer with a copy to the Employer, within 28 days after the event giving rise to the claim has first arisen.

### 53.2 Contemporary Records

Upon the happening of the event referred to in Sub Clause 53.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Employer shall, on receipt of a notice under Sub Clause 53.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Employer to inspect all records kept pursuant to this Sub Clause and shall supply him with copies thereof as and when the Employer so instructs.

### 53.3 Substantiation of Claims

Within 28 days, or such other reasonable time as may be agreed by the Employer, of giving notice under Sub Clause 53.1, the Contractor shall send to the Employer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Employer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Employer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Employer so to do, copy to the Employer all accounts sent to the Employer pursuant to this Sub Clause.

### 53.4 Failure to Comply

.....DELETED .....

### 53.5 Payment of Claims

The Contractor shall be entitled to have included in any interim payment certified by the Employer pursuant to Clause 60 such amount in respect of any claim as the Employer, after due consultation with the Employer and the Contractor, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Employer to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Employer. The Employer shall notify the Contractor of any determination made under this Sub Clause.



## **N. CONTRACTOR'S EQUIPMENT, TEMPORARY WORKS AND MATERIAL**

### **54.1 Contractor's Equipment, Temporary Works and Materials; Exclusive Use for the Works**

All Contractor's Equipment, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the prior consent of the Employer. Provided that consent shall not be required for vehicles engaged in transporting any staff, labor, Contractor's Equipment, Temporary Works, Plant or materials to or from the Site.

### **54.2 Employer not Liable for Damage**

The Employer shall not at any time be liable, save as mentioned in Clauses 20 and 65, for the loss of or damage to any of the said Contractor's Equipment, Temporary Works or materials.

### **54.3 Customs Clearance**

The Employer may use his best endeavors in assisting the Contractor, where required, in obtaining clearance through the Customs of Contractor's Equipment, materials and other things required for the Works.

### **54.4 Re-export of Contractor's Equipment**

In respect of any Contractor's Equipment which the Contractor has imported for the purposes of the Works, the Employer will use his best endeavors to assist the Contractor, where required, in procuring any necessary Government consent to the re-export of such Contractor's Equipment by the Contractor upon the removal thereof pursuant to the terms of Contract.

### **54.5 Conditions of Hire of Contractor's Equipment**

With a view to securing, in the event of termination under Clause 63, the continued availability, for the purpose of executing the Works, of any hired Contractor's Equipment, the Contractor shall not bring on to the Site any hired Contractor's Equipment unless there is an agreement for hire thereof (which agreement shall be deemed not to include an agreement for hire purchase) which contains a provision that the owner thereof will, on request in writing made by the Employer within 7 days after the date on which any termination has become effective, and on the Employer undertaking to pay all hire charges in respect thereof from such date, hire such Contractor's Equipment to the Employer on the same terms in all respect as the same was hired to the Contractor save that the Employer shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of execution and completing the Works and remedying any defects therein, under the terms of the said Clause 63.

The Contractor shall, upon request by the Employer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Employer 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.

### **54.6 Costs for the Purpose of Clause 63**

In the event of the Employer entering into any agreement for the hire of Contractor's Equipment pursuant to Sub Clause 54.5, all sums properly paid by the Employer under the provision of any such agreement and all costs incurred by him (including stamp duties) in entering into such agreement shall be deemed, for the purpose of Clause 63, to be part of the cost of executing and completing the Works and the remedying of any defects therein.



**54.7 Incorporation of Clause in Subcontracts**

The Contractor shall, where entering into any subcontract for the execution of any part of the Works, incorporate in such subcontract (by reference or otherwise) the provisions of this Clause in relation to Contractor's Equipment, Temporary Works or materials brought on to the Site by the Subcontractor.

**54.8 Approval of Materials not Implied**

The operation of this Clause shall not be deemed to imply any approval by the Employer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Employer.



## O. MEASUREMENTS

### 55.1 Quantities

The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

### 56.1 Works to be Measured

The Employer shall, except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and the Contractor shall be paid that value in accordance with Clause 60. The Employer shall, when he requires any part of the Works to be measured may give reasonable notice to or asked the Contractor's authorized agent, who shall:

- (a) forthwith attend or send a qualified representative to assist the Employer in making such measurement, and
- (b) supply all particulars required by the Employer.

Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Employer or approved by him shall be taken to be the correct measurement of such part of the Works. For the purpose of measuring such Permanent Works as are to be measured by records or drawings, the Employer shall prepare records as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records with the Employer and shall sign the same when so agreed. If the Contractor does not attend to examine and agree such records, they shall be taken to be correct. If, after examination of such records, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within 14 days of such examination, lodges with the Employer notice of the respects in which such records are claimed by him to be incorrect. On receipt of such notice, the Employer shall review the records and either confirm or vary them.

### 57.1 Method of Measurement

The Works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for in the Contract.

### 57.2 Breakdown of Lump Sum Items

For the purposes of statements submitted in accordance with Sub Clause 60.1, the Contractor shall submit to the Employer, within 28 days after the receipt of the Letter of Acceptance, a breakdown for each of the lump sum items contained in the Tender. Such breakdowns shall be subject to the approval of the Employer.



## **P. PROVISIONAL SUMS**

### **58.1 Definition of "Provisional Sum"**

"Provisional Sum" means a sum (if any) included in the Contract and so designated in the Bill of Quantities for the execution of any part of the Works or for the supply of goods, materials, Plant or services, or for contingencies, which sum may be used, in whole or in part, or not at all, on the instructions of the Employer. The Contractor shall be entitled to only such amounts in respect of the work, supply or contingencies to which such Provisional Sums relate as the Employer shall determine in accordance with this Clause. The Employer shall notify the Contractor of any determination made under this Sub Clause.

### **58.2 Use of Provisional Sums**

In respect of every Provisional Sum the Employer shall have authority to issue instructions for the execution of work or for the supply of goods, material, Plant or services by:

- a) the Contractor, in which case the Contractor shall be entitled to an amount equal to the value thereof determined in accordance with Clause 52, and
- b) a nominated Subcontractor, as hereinafter defined, in which case the sum to be paid to the Contractor therefor shall be determined and paid in accordance with Sub Clause 59.4.

### **58.3 Production of Vouchers**

The Contractor shall produce to the Employer all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional Sums, except where work is valued in accordance with rates or prices set out in the Tender.



## **Q. NOMINATED SUBCONTRACTORS**

### **59.1 Definition of "Nominated Subcontractors"**

All specialists, merchants, tradesmen and others executing any work or supplying any goods, materials, Plant or services, who may have been or be nominated or selected or approved by the Employer, and all persons to whom by virtue of the provisions of the Contract the Contractor is required to subcontract shall, in the execution of such work or the supply of such goods, materials, Plant or services, be deemed to be subcontractors to the Contractor and are referred to in this Contract as "nominated Subcontractors".

### **59.2 Nominated Subcontractors; Objection to Nomination**

The Contractor shall not be required by the Employer, or be deemed to be under any obligation, to employ any nominated Subcontractor against whom the Contractor may raise reasonable objection, or who declines to enter into subcontract with the Contractor containing provisions:

- a) that in respect of the work, goods, materials, Plant or services the subject of the subcontract, the nominated Subcontractor will undertake towards the Contractor such obligations and liabilities as will enable the Contractor to discharge his own obligations and liabilities towards the Employer under the terms of the Contract and will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities, and
- b) that the nominated Subcontractor will save harmless and indemnify the Contractor from and against any negligence by the nominated Subcontractor, his agents, workmen and servants and from and against any misuse by him or them of any Temporary Works provided by the Contractor for the purposes of the Contract and from all claims as aforesaid.

### **59.3 Design Requirements to be Expressly Stated**

If in connection with any Provisional Sum the services to be provided include any matter of design or specification of any part of the Permanent Works or of any Plant to be incorporated therein, such requirement shall be expressly stated in the Contract and shall be included in any nominated Subcontract. The nominated Subcontract shall specify that the nominated Subcontractor providing such services will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities.

### **59.4 No Payments to Nominated Subcontractors**

For all work executed or goods, materials, Plant or services supplied by any nominated Subcontractor, the Contractor shall be solely liable to make relevant payments to such nominated subcontractor. The Employer will have no obligations to make any payment to the nominated Subcontractor as included in the Contract by the Contractor; and will be liable to make payments to the Contractor only.



## **R. PAYMENTS AND DEDUCTIONS**

### **60.1 Running Bill Statements**

The Contractor shall on the basis of the joint measurement of work done under Sub Clause 56.1; submit to the Employer; its Running Bill statements for the valuation of the works executed under the Contract; duly signed and verified by the Contractor's representative approved by the Employer in accordance with the Clause 15.1, in such form as the Employer may from time to time prescribe, showing the amounts to which the Contractor considers himself to be entitled as of the date of such Bill (Invoice) in respect of:

- a) the value of the Permanent Works executed,
- b) the percentage (as stated in the SCC) of the relevant Invoice value of the materials and the relevant BOQ Item Rate of the Plant or Finished Goods; delivered by the Contractor on the site so as to be subsequently installed / fixed for incorporation in the Permanent Works but not incorporated in such Works, and
- c) any other sum to which the Contractor may be entitled under the Contract

### **60.2 Running Bill Payments**

The Employer shall make the payment of the Running Bills; which he considers due and payable in respect thereof; subject:

- a) firstly, to the retention of the account calculated by applying the Percentage of Retention stated in the SCC, to the amount to which the Contractor is entitled under paragraph (a), (b) and (c) of Sub Clause 60.1 until the amount so retained reaches the Limit of Retention Money stated in the SCC, and
- b) secondly, to the deduction, other than pursuant to Clause 47, of any sums which may have become due and payable by the Contractor to the Employer and applicable taxes.

Provided that the Employer shall not be bound to certify any payment under this Sub Clause if the net amount thereof, after application of all percentages, retentions and deductions as referred to in Sub Clause 60.1 & 60.2 above, would be less than the Minimum Amount of Running Bill Payment Amount as stated in the SCC.

Notwithstanding the terms of this Clause or any other Clause of the Contract no amount will be certified by the Employer for payment until the valid performance security as required under the Contract, has been provided by the Contractor and approved by the Employer.

### **60.3 Correction of Payments**

The Employer may by any Running Bill Payment make any correction or modification to any previous quantities or valuation of works which shall have been paid by him through earlier Running Bills and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any Running Bill Payment amount.

### **60.4 Final Bill Statement at Completion**

Not later than 84 days after the issue of the Completion Certificate in respect of the whole of the Works, the Contractor shall submit to the Employer a draft of Final Bill Statement with supporting documents showing in detail, in the form approved by the Employer:

- a) the final value of all work done in accordance with the Contract up to the date stated in such



- Completion Certificate,  
b) any further sums which the Contractor considers to be due,

The Employer shall verify the payment in pursuant to Sub Clause 56.2 and in accordance with Sub Clause 60.2.

If the Employer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Employer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Employer the final statement as agreed (for the purposes of these Conditions referred to as the "Final Bill Statement").

If, following discussions between the Employer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Employer shall deliver to the Contractor a Running Bill Statement for those parts of the draft final statement, if any, which are not in dispute. The dispute may then be settled in accordance with Clause 67.

**60.5 Discharge or No Claim Certificate**

Upon submission of the Final Bill Statement, the Contractor shall give to the Employer, a writtendischarge or No Claim Certificate confirming that the total of the Final Statement represents full andfinal settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Payment Certificate issued pursuant to Sub Clause 60.8 has been made.

**60.6 Final Bill Payment**

The Employer shall make the payment of the Final Bill after in receipt of the written Discharge or No Claim Certificate; subject:

- a) firstly, to the deductions, for all the amounts previously paid by the Employer against all Running Bills and for all sums to which the Employer is entitled other than under Clause 47, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be;
- b) Secondly, making deductions in pursuant to Clause 47 (if applicable); and
- c) Lastly, to the retention of the account calculated by applying the Percentage of Retention in pursuant to Sub Clause 60.2(a), to the balanced amount and applicable taxes.

**60.7 Payment of Retention Money**

- a) Upon the issue of the Work Completion Certificate with respect to the whole of the Works, one half of the withheld Retention Money, or upon the issue of a Completion Certificate with respect to a Section or part of the Permanent Works only such proportion thereof as the Employer determines having regard to the relative value of such Section or part of the Permanent Works, shall be released by the Employer; not later than 14 days from the receipt of such request from the Contractor in writing.
- b) Upon the expiration of the Defects Liability Period for the Works the other half of the withheld Retention Money shall be released by the Employer to the Contractor not later than 14 days from the receipt of such request from the Contractor in writing.
- c) Provided that, in the event of different Defects Liability Periods having become applicable to different Sections or part of the Permanent Works pursuant to Clause 48, the expression "expiration of the Defects Liability Period" shall, for the purposes of this Sub Clause, be deemed to mean the expiration of the latest of such periods. Provided also that if at such time, there shall remain to be



executed by the Contractor any work instructed, pursuant to Clause 58 and 59, in respect of the Works, the Employer shall be entitled to withhold payment until completion of such work of so much of the balance of the Retention Money as shall, in the opinion of the Employer, represent the cost of the work remaining to be executed.

**60.9 Cessation of Employer's Liability**

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof (except in respect of matters or things arising after the issue of the Completion Certificate in respect of the whole of the Works) in the Final Bill Statement at Completion referred to in Sub Clause 60.4.

**60.10 Time for Payment**

The amount due to the Contractor under any Running Bill Statement pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Running Bill Statement has been jointly verified by the Employer and Contractor, or, in the case of the Final Bill Statement referred to in Sub Clause 60.4, within 60 days, after such Final Payment Statement has been jointly verified by Employer and Contractor; The provisions of this Sub Clause are without prejudice to the Contractor's entitlement under Clause 69.

**61.1 Approval only by Defects Liability Certificate**

Only the Defects Liability Certificate, referred to in Clause 62 shall be deemed to constitute approval of the Works.

**62.1 Defects Liability Certificate**

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been issued by the Employer, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Employer's satisfaction. The Defects Liability Certificate shall be given by the Employer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clause 49 and 50, have been completed to the satisfaction of the Employer. Provided that the issue of the Defects Liability Certificate shall not be a condition precedent to payment to the Contractor of the second portion of the Retention Money in accordance with the conditions set out in Sub Clause 60.3.

**62.2 Unfulfilled Obligations**

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time of such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.



## S. REMEDIES

### 63.1 Default of Contractor

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favor of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub Clause 3.1 or Sub Clause 4.1, or has an execution levied on his goods, or Contract, or if the Contractor:

- a) has repudiated the Contract, or abandoned the work;
- b) without reasonable excuse has failed
  - i) to commence the Works in accordance with Sub Clause 41.1,
  - ii) to proceed with the Works, or any Section thereof, within 28 days after receiving notice pursuant to Sub Clause 46.1,
- c) has failed to comply with a notice issued pursuant to Sub Clause 37.4 or an instruction issued pursuant to Sub Clause 39.1 within 28 days after having received it
- d) despite previous warning from the Employer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or
- e) if Employer determines, based on the reasonable evidence, that the Contractor or any of its employee has engaged in corrupt and fraudulent practices as described under Rule-2(1)(f) of PPR-2004, in competing for or in executing the Contract or has violated the Integrity Pact.
- f) If the Contractor or any of its employees commit a serious crime within the premises of the Employer; which can result in police action under Penal Code of Islamic Republic of Pakistan.

then the Employer may give a 14 days' notice under this sub clause stating the default. If the Contractor has not taken practicable steps to remedy the default or cover up the backlog within specified period days after receipt of the Employer's notice, the Employer may by serving a second 28 days' notice, enter upon the Site and the Works and terminate the employment of the Contractor and asking the Contractor to demobilize from the site; without thereby releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and authorities conferred on the Employer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works at the risk and cost of the Contractor. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Temporary Works and materials as he or they may think proper. The decision of the Chief Engineer, Engineering Group, NBP will be final and conclusive in this regard.

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.



**63.2 Valuation at Date of Termination**

The Employer shall, as soon as may be practicable after any such entry and termination, fix and determine ex parte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify:

- a) what amount (if any) had, at the time of such entry and termination, been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract, and
- b) the value of any of the said unused or partially used materials, any Contractor's Equipment and any Temporary Works.

**63.3 Payment after Termination**

If the Employer terminates the Contractor's employment under this Clause, he shall not be liable to pay to the Contractor any further amount (including damages) in respect of the Contract until the expiration of the Defects Liability Period and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Employer. The Contractor shall then be entitled to receive only such sum (if any) as the Employer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

**63.4 Assignment of Benefit of Agreement**

Unless prohibited by law, the Contractor shall, if so instructed by the Employer within 14 days of such entry and termination, assign to the Employer the benefit of any agreement for the supply of any goods or materials or services and/or for the execution of any work for the purposes of the Contract, which the Contractor may have entered into.

**63.5 Action in case of failure of the Contractor**

In case of Contractor's failure to perform in line with the agreed terms & conditions laid down in the contract, the Employer may also blacklist the Contractor for future opportunities at the Employer as per Clause 18.2 and decision of the Employer will be final & conclusive. As per Public Procurement Rule-19, the Contractor will be accorded adequate opportunity of being heard.

**64.1 Urgent Remedial Work**

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Works, or any part thereof, either during the execution of the Works, or during the Defects Liability Period, any remedial or other work is, in the opinion of the Employer, urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work, the Employer shall be entitled to employ and pay other persons to carry out such work as the Employer may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Employer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, be determined by the Employer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and shall notify the Contractor accordingly. Provided that the Employer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.



## T. SPECIAL RISKS

### 65.1 No Liability for Special Risks

The Contractor shall be under no liability whatsoever in consequence of any of the special risks referred to in Sub Clause 65.2, whether by way of indemnity or otherwise, for or in respect of:

- a) destruction of or damage to the property, Works, save to work condemned under the provisions of Clause 39 prior to the occurrence of any of the said special risks,
- b) destruction of or damage to property, whether of the Employer or third parties, or
- c) injury or loss of life.

65.2 The Special Risks are the risks defined under Sub Clause 20.4 sub paragraphs (a) (i) to (a) (v).

### 65.3 Damage to Works by Special Risks

If the Works or any materials or Plant on or near or in transit to the Site, or any of the Contractor's Equipment, sustain destruction or damage by reason of any of the said special risks, the Contractor shall be entitled to payment in accordance with the Contract for any Permanent Works duly executed and for any materials or Plant so destroyed or damaged and, so far as may be required by the Employer or as may be necessary for the completion of the Works, to payment for:

- a) rectifying any such destruction or damage to the Works, and
- b) replacing or rectifying such materials or Contractor's Equipment,

and the Employer shall determine an addition to the Contract Price in accordance with Clause 52 (which shall in the case of the cost of replacement of Contractor's Equipment include the fair market value thereof as determined by the Employer) and shall notify the Contractor accordingly.

### 65.4 Projectile, Missile

Destruction, damage, injury or loss of life caused by the explosion or impact, whenever and wherever occurring, of any mine, bomb, shell, grenade, or other projectile, missile, ammunition, or explosive of war, shall be deemed to be a consequence of the said special risks.

### 65.5 Increased Costs arising from Special Risks

Save to the extent that the Contractor is entitled to payment under any other provision of the Contract, the Employer shall repay to the Contractor any costs of the execution of the Work (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause 39 prior to the occurrence of any special risk) which are howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this Clause hereinafter contained in regard to outbreak of war, but the Contractor shall, as soon as any such cost comes to his knowledge, forthwith notify the Employer thereof. The Employer, shall determine the amount of the Contractor's costs in respect thereof which shall be added to the Contract Price and shall notify the Contractor accordingly.

### 65.6 Outbreak of War

If, during the currency of the Contract, there is an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavor to complete the execution of the Works. Provided that the Employer shall be entitled, at any time after such outbreak of war, to terminate the Contract by giving



notice to the Contractor and, upon such notice being given, the Contract shall, except as to the rights of the parties under this clause and Clause 67, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

**65.7 Removal of Contractor's Equipment on Termination**

If the Contract is terminated under the provisions of Sub Clause 65.6, the Contractor shall, with all reasonable dispatch, remove from the Site all Contractor's Equipment and shall give similar facilities to his Subcontractors to do so.

**65.8 Payment if Contract Terminated**

If the Contract is terminated as aforesaid, the Contractor shall be paid by the Employer, insofar as such amounts or items have not already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

- a) the amounts payable in respect of any preliminary items referred to in the Bill of Quantities, so far as the work or service comprised therein has been carried out or performed, and a proper portion of any such items which have been partially carried out or performed;
- b) the cost of materials, Plant or goods reasonably ordered for the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials, Plant or goods becoming the property of the Employer upon such payments being made by him;
- c) a sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works insofar as such expenditure has not been covered by any other payments referred to in this Sub Clause;
- d) any additional sum payable under the provisions of Sub Clauses 65.3 and 65.5;
- e) such proportion of the cost as may be reasonable, taking into account payments made or to be made for work executed, of removal of Contractor's Equipment under Sub Clause 65.7 and, if required by the Contractor, return thereof to the Contractor's main plant yard in his country of registration or to other destination, at no greater cost; and
- f) the reasonable cost of repatriation of all the Contractor's staff and workmen employed on or in connection with the Works at the time of such termination.

Provided that against any payment due from the Employer under this Sub Clause, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of Contractor's Equipment, materials and Plant and any other sums which, at the date of termination, were recoverable by the Employer from the Contractor under the terms of Contract. Any sums payable under this Sub Clause shall, after due consultation with the Employer and the Contractor, be determined by the Employer who shall notify the Contractor accordingly.



## U. RELEASE FROM PERFORMANCE

### 66.1 Payment in Event of Release from Performance

If any circumstance outside the control of both parties arises after the issue of the Letter of Acceptance which renders it impossible or unlawful for either party to fulfill his or their contractual obligations, or under the law governing the Contract the parties are released from further performance, then the parties shall be discharged from the Contract, except as to their rights under this Clause and Clause 67 and without prejudice to the rights of either party in respect of any antecedent breach of the Contract, and the sum payable by the Employer to the Contractor in respect of the work executed shall be the same as that which would have been payable under Clause 65 if the Contract had been terminated under the provisions of Clause 65.



## V. SETTLEMENT OF DISPUTES

### 67.1 Resolution through Discussions

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Works, the matter in dispute shall, in the first place shall be attempt to settle through discussions not later than fourteen (14) working days from the date of such dispute by both the parties.

The authorized representatives of the Employer and the Contractor in the context of this Contract or any other designated representatives of the Employer or Contractor shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute.

### 67.2 Resolution by Senior Management

Subject to Sub Clause 67.1, if the Dispute remains unresolved; within seven (07) working days, the Dispute shall be referred to the responsible Senior Management of each party for resolution.

Neither party shall seek any other means of resolving any Dispute arising in connection with this Contract until the responsible Senior Management of the Employer and Contractor have had at least twenty eight (28) Working Days to resolve the Dispute following referral of the Dispute to them.

If the parties are unable to resolve the Dispute using the procedure described in this Clause, either party may deliver notice to the other party of its intent to submit the Dispute to arbitration ("Arbitration Notice"). The Arbitration Notice shall include the specific issues concerning the Dispute which must be resolved by the arbitration.

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

### 67.3 Amicable Settlement

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub Clause 67.2, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the twenty-eight day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

### 67.4 Arbitration

Any dispute in respect of which:

(a) the decision, if any, of the Employer has not become final and binding pursuant to Sub Clause 67.2, and  
(b) amicable settlement has not been reached within the period stated in Sub Clause 67.3,  
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 said arbitrator/s shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Employer related to the dispute.

Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.

The place of arbitration shall be as mentioned in SCC.



## **W. NOTICES**

### **68.1 Notice to Contractor**

All certificates, notices or instructions to be given to the Contractor by the Employer under the terms of the Contract shall be sent by post or email transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose.

For the purposes of this Sub Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer by registered post or official email, 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**

Any notice to be given to the Employer under the terms of the Contract shall be sent by post or email transmission to or left at the respective addresses nominated for that purpose in SCC.

### **68.3 Change of Address**

Either party may change a nominated address to another address in the country where the Works are being executed by prior notice to the other party.



## **X. DEFAULT OF EMPLOYER**

### **69.1 Default of Employer**

In the event of the Employer:

- a) failing to pay to the Contractor the amount due within 28 days after the expiry of the time stated in Sub Clause 60.11 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract,
- b) interfering with or obstructing or refusing any required approval to the issue of any such certificate,
- c) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or
- d) giving notice to the Contractor that for economic reasons it is impossible for him to continue to meet his contractual obligations,

the Contractor shall be entitled to terminate his employment under the Contract by giving notice to the Employer. Such termination shall take effect 14 days after the giving of the notice.

### **69.2 Removal of Contractor's Equipment**

Upon the expiry of the 14 days' notice referred to in Sub Clause 69.1, the Contractor shall, notwithstanding the provisions of Sub Clause 54.1, with all reasonable dispatch, remove from the Site all Contractor's Equipment brought by him thereon.

### **69.3 Payment on Termination**

In the event of such termination the Employer shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of Clause 65, but, in addition to the payments specified in Sub Clause 65.8, the Employer shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination.

### **69.4 Contractor's Entitlement to Suspend Work**

Without prejudice to the Contractor's entitlement to interest under Sub Clause 60.10 and to terminate under Sub Clause 69.1, the Contractor may, if the Employer fails to pay the Contractor the amount due under any Bill Statement within 28 days after the expiry of the time stated in Sub Clause 60.10 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days' prior notice to the Employer, suspend work or reduce the rate of work.

If the Contractor suspends work or reduces the rate of work in accordance with the provisions of this Sub Clause and thereby suffers delay or incurs costs the Employer shall, determine:

- a) any extension of time to which the Contractor is entitled under Clause 44, and
- b) the amount of such costs, which shall be added to the Contract Price,

and shall notify the Contractor accordingly.

### **69.5 Resumption of Work**

Where the Contractor suspends work or reduces the rate of work, having given notice in accordance with Sub Clause 69.4, and the Employer subsequently pays the amount due, the Contractor's entitlement under Sub Clause 69.1 shall, if notice of termination has not been given, lapse and the Contractor shall resume normal working as soon as is reasonably possible.



## **Y. CHANGES IN COST AND LEGISLATION**

### **70.1 Increase or Decrease of Cost**

There shall be no addition or deduction from the Contract Price such sums in respect of rise or fall in the cost of labor and/or materials or any other matters affecting the cost of the execution of the Works; since this is a Fixed rates based Contract.

### **70.2 Subsequent Legislation**

If, after the date 28 days prior to the latest date for submission of tenders for the Contract there occur in the country in which the Works are being or are to be executed changes to any applicable taxes by the Governments of Pakistan through National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced taxation rates for Sales Tax, Income Tax etc.; be determined by the Employer and would be applicable at the time of making payments to the Contractor. Decision of the Employer will be final and conclusive in this regard.



**Z. CURRENCY AND RATES OF EXCHANGE**

**71.1 Currency Restrictions**  
----- NOT APPLICABLE -----

**72.1 Rates of Exchange**  
----- NOT APPLICABLE -----

**72.2 Currency Proportions**  
----- NOT APPLICABLE -----

**72.3 Currencies of Payment for Provisional Sums**  
----- NOT APPLICABLE -----



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## AA. ADDITIONAL CLAUSES

### 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 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 Custom Duties and Taxes

The prices offered by the Contractor are inclusive of all types and kinds of taxes, duties, levies etc. chargeable to the Employer and the Contractor and to be deducted at source while making payment to the Contractor. Therefore, all applicable taxes; duties; levies etc. as per Governments of Pakistan; shall be deducted by the Employer at source from the verified amount payable under Sub Clauses 60.2, 60.6 and 60.7 unless a valid tax/ duty exemption certificate is submitted by the Contractor.

### 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, 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. 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 Liabilities of the Contractor

- a) 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.
- b) Making good all losses arising out of the Contractor's negligence or breach of the Contract. The Employer shall determine the amounts of such losses/ damages and the Contractor hereby expressly waives his all or any right to change or challenge the same. The Contractor shall have to make good all such losses/ damages within time frame specified in the Notice, to the entire satisfaction of the Employer after receiving written notice from the Employer.
- c) All losses arising from the automatic transfer of employment of Contractor's and its sub-contractor's employees to premises or any third party on the expiry or termination of the Contract including, in



relation to the employees:

- i. All liabilities in respect of their employment before or after the expiry or termination of the Contract and
  - ii. The costs of terminating their employment and any claims arising there from.
- d) Any tax, government duties, insurance contributions (employee and employer) and or social security contributions in respect of Contractor (in the case of an individual) or any employee or sub- contractor of Contractor together in each case with any interest, fines or penalties thereon.
  - e) Save for the willful or deliberate breach of its obligations under the Contract or, as set out above, neither party shall be liable for any consequential or indirect loss or damage.
  - f) All payments to his staff and other hired persons, sub-contractors or assigns during the currency of this Contract or after its expiry/ termination. The Employer shall have no relation, in whatsoever way, with such employees or persons recruited, hired or contracted by the Contractor and all these persons shall always be treated as the employees of the Contractor.
  - g) Any claims of his own, of his employees or ex-employees, or associates, or their heirs whether against the Contractor, other contractors working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out as a company, in whatsoever form, manner or capacity.
  - h) Any Government Permits, Licenses, etc. that may be required for performing the Works contemplated under the Contract.
  - i) All claims of compensation by an employee, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Contractor or their legal heirs.
  - j) In case any claim of compensation, expense in whatsoever form is to be paid by the Employer under any law of the land, the same amount shall be deducted from the Contractor's payable amounts/retention money.
  - k) Full cost and responsibility for his employees/ staff, under no circumstances, whatsoever, shall the Contractor or its employees shall be regarded as the Employer's employees, and there would be no employer / employee relationship between them and the Employer.

## 76.2 Environmental Liabilities

- a) The Contractor shall comply with all statutory and regulatory requirements related to contaminations and Health, Safety, Environment and Security (HSE&S) as well as the Employer's instructions, procedures or policies related thereto, at no additional cost to the Employer. The costs of supplying and/or doing all such things required for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Contract to the Contractor.
- b) The Employer may periodically check the Contractor's compliance with standard HSE&S practices and conduct safety inspections as and when it deems fit. The Contractor shall ensure that the Employer's recommendations and industry standards in this regard are implemented without any delay.
- c) The Contractor shall provide the Employer; information about its working practices and materials and shall perform its services in a manner which does not compromise the Employer's security or environment standards and the safety and health of its employees and other people. The Contractor shall also provide the Employer with any information which it may have related to a potential or actual security threat to the Employer.
- d) The Contractor shall pay special attention to the following environmental protection measures:
  - i. Use of proper material to avoid any environmental issues.
  - ii. Control of air pollutants.
  - iii. Recovery and recycling of usable materials.
  - iv. Limitation of Vibrations.



- v. Preservation of natural land to the extent possible.
- vi. Preservation of archaeological Sites.
- vii. Careful handling, storage and utilization of hazardous toxic chemicals etc.
- e) The Employer reserves the right to terminate this Contract without notice to the Contractor in the event of violation of any of the above instructions by the Contractor and related HSE&S requirements of the Employer communicated to the Contractor from time to time.
- f) The Employer shall not be responsible for claims directly related to hazardous materials at the Premises arising out of the grossly negligent or intentional acts of Contractor. This provision of the Contract shall not be construed to require Contractor to take corrective action with respect to any hazardous materials at the Premises before the date of this Contract.
- g) If action is required at the Premises to comply with any applicable environmental laws during the term of this Contract, the Employer (with Contractor's assistance) shall be responsible for the costs of compliance. Costs for such compliance action shall only be incurred by Contractor only with the Employer's prior written consent, unless a governmental authority requires Contractor to incur such costs and expenses prior to obtaining such written consent.

**77.1 Joint and Several Liability**

----- NOT APPLICABLE -----

**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. 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 Employer whose award shall be final.

**79.1 Beneficial Ownership information**

For works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:

- a) Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004,
- b) Reject the bid of the said company

**80.1 No Waiver**

It is understood and agreed that any delay, waiver or omission by the Employer or Contractor with respect to enforcement of required performance by the other under this Contract shall not be construed to be a waiver by the Employer or Contractor of any subsequent breach or default of the same or other required performance on the part of the Employer or Contractor.

**81.1 Counterparts**

The parties may execute this Contract in counterparts, which shall, in the aggregate, when signed by both parties constitute one instrument. Thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it.

**82.1 Partial Invalidity**

If any term, provision, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Contract shall remain in full force and effect and in no way be affected, impaired or invalidated.



## AB. CODE OF CONDUCT AND MECHANISM OF BLACKLISTING

### 83.1 Code of Conduct

The Employer desires that Contractor; its Staff or employee (s) or affiliates shall observe the highest standard of ethics during the whole Contract duration and should avoid to engage in any corrupt and fraudulent practices as defined in **Rule 2(1)(f)** of PPR-2004; and is stipulated as under:

**“Corrupt and fraudulent practices”** in respect of Contract Duration, shall be either one or any combination of the practices including, -

- a) **“coercive practices”** which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- b) **“collusive practices”** which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- c) **“corrupt practices”** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- d) **“fraudulent practices”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- e) **“obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”

In pursuant to Rule 19 of PPR-2004, THE EMPLOYER can inter alia blacklist the Contractor found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

### 84.1 Mechanism of Blacklisting

- a) The Employer shall bar for not more than the time prescribed in Rule-19 of the PPR-2004, from participating in their respective procurement proceedings, Contractor who either:
  - i) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;
  - ii) Fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise.
- b) The show cause notice shall contain:
  - i) precise allegation, against the Contractor;
  - ii) the maximum period for which the Employer proposes to debar the Contractor from participating in any public procurement of the Employer; and
  - iii) the statement, if needed, about the intention of the Employer to make a request to the PPRA for debarring the Contractor from participating in public procurements of all the procuring agencies.
- c) The Employer shall give minimum of seven days to the Contractor for submission of written reply of the show cause notice.
- d) In case, the Contractor fails to submit written reply within the requisite time, the Employer may issue notice for personal hearing to the Contractor/ authorize representative of the Contractor and the Employer shall decide the matter on the basis of available record and personal hearing, if available.
- e) In case the Contractor submits written reply of the show cause notice, the Employer may decide to file the matter or direct issuance of a notice to the Contractor for personal hearing.
- f) The Employer shall give minimum of seven days to the Contractor for appearance before the



specified officer(s) or Committee of the Employer for personal hearing. The specified officer(s) or Committee shall decide the matter on the basis of the available record and personal hearing of the Contractor, if available.

- g) The Employer shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- h) The Employer shall communicate to the Contractor the order of debarring the Contractor from participating in any public procurement with a statement that the Contractor may, within thirty days, prefer a representation against the order before the PPRA.
- i) Such blacklisting or barring action shall be communicated by the Employer to the PPRA and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the PPRA after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Employer.
- j) The Contractor may file the review petition in pursuant to Rule 19 (3) of PPR-2004 and in accordance with necessary procedure issued by the PPRA.
- k) The decision of PPRA will be considered as Final.



# SECTION–VIII

# SPECIAL CONDITIONS OF CONTRACT (SCC)



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*(Instructions are provided, as needed, in italics which should be filled in or added or modified as required meeting the Plant specific requirements by the Employer before issuance of the Bidding Documents.)*

**General Conditions of Contract**

**Clause Reference**

**SECTION A – GENERAL PROVISIONS**

**1.1(a)(i) Authorized Representative:**

Mr. Arshad; Department Head, Civil Department, Engineering Wing Head Office, Engineering Group, LCMG. [ali.arshad@nbp.com.pk](mailto:ali.arshad@nbp.com.pk); 992202853

**Contractor's Representative:** To be nominated by the Contractor.

**1.1(a)(iv) Employer:**

National Bank of Pakistan

**1.1(c)(ii) Time for Completion:**

Three Hundred Sixty Five (365) days

**SECTION B – EMPLOYER'S RIGHTS AND EMPLOYER'S REPRESENTATIVE**

**2.2 Employer's Representative:**

Mr. Arshad; Department Head, Civil Department, Engineering Wing Head Office, Engineering Group, LCMG. [ali.arshad@nbp.com.pk](mailto:ali.arshad@nbp.com.pk); 992202853

**SECTION F – GENERAL OBLIGATIONS**

**10.1 Performance Security:**

10% of Contract amount stated in the Letter of Acceptance

**Submission:**

Twenty eight (28) days; from the receipt of Letter of Acceptance

**14.1 Program to be submitted:**

Fourteen (14) days from the date of receipt of the Letter of Acceptance

**23.2 Minimum Amount of Insurance:**

Amount of Cover:

- a) As per workmen compensation act
- b) Contractor's all Risk including Third party
- c) Damages to the Structure, stores if supplied by the Bank

**SECTION J – COMMENCEMENT AND DELAYS**

**47.1 Liquidated Damages for Delay:**

0.1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

**48.2 Completion of Sections or Parts:**

The time Period for the Sections as proposed by the Contractor duly approved by the Employer in pursuant to submitted Work Program under Appendix B to Bid.



**SECTION K – DEFECTS LAIBILITY**

- 49.1 **Defects Liability Period**  
Three Hundred Sixty Five (365) days

**SECTION R – PATMENTS AND DEDUCTIONS**

60.1(b) **Percentage of value of Materials and Plant:**

Materials	Seventy (70%)
Plant or Finished Goods	Ninety (90%)

- 60.2(a) **Percentage of Retention Money:**  
10% of the amount of payable Running Bill

**Limit of Retention Money:**  
5% of Contract price stated in the Letter of Acceptance

- 60.2 **Minimum Amount of Running Bill Payment:**  
Rs. Ten (10) Million

**SECTION V – SETTLEMENT OF DISPUTES**

- 67.4 **Arbitration:**  
NBP Head Office Building, Karachi

**SECTION W – NOTICES**

- 68.3 **Notice to Employer:**  
Mr. Arshad; Department Head, Civil Department, Engineering Wing Head Office, Engineering Group,  
LCMG. [ali.arshad@nbp.com.pk](mailto:ali.arshad@nbp.com.pk); 992202853



# SECTION–IX FORMS OF CONTRACT



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**FOR THE BIDDER**  
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### FORM OF PERFORMANCE SECURITY

*(To be submitted in a form of Bank Guarantee from any Scheduled Bank of Pakistan or Insurance Company on Judicial Stamp Paper of worth in accordance to existing Stamp Paper Act)*

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 and conditions 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 National Bank of Pakistan; having its registered Head Office at I.I.Chundrigar Road, Karachi (hereinafter called the "NBP") in the penal sum of the amount stated above for the payment of which sum well and truly to be made to NBP, 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 NBP's above said Letter of Acceptance for \_\_\_\_\_

*(Insert name of the Title of Works / Services)*

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 NBP, 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 Conditions of Contract or Special Conditions of Contract are fulfilled.

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

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to NBP without delay upon the NBP's first



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(Duly signed & stamped by the Authorized Signatory)

written demand without cavil or arguments and without requiring NBP to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the NBP'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 NBP's designated Bank & Account Number.

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

IN WITNESS WHEREOF, the above-bounded 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.

Witness:

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

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

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

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

\_\_\_\_\_  
Guarantor (Bank/Approved Insurance Co.)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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



## FORM OF CONTRACT AGREEMENT

(To be submitted on Judicial Stamp Paper of worth in accordance to existing Stamp Paper Act)

THIS CONTRACT AGREEMENT (hereinafter called the “Contract”) made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between National Bank of Pakistan; having its registered Office at Head Office Building, I.I.Chundrigar Road, Karachi (hereinafter called the “NBP”) of the one part and M/s. \_\_\_\_\_ having its registered Office at \_\_\_\_\_ (hereinafter called the “Contractor”) of the other part.

WHEREAS; NBP invited bids for the \_\_\_\_\_

\_\_\_\_\_  
*(Insert title of the Works / Services)*

On the terms and conditions as set forth in this Contract and has accepted a Bid by the Contractor in same context; in the sum of Rs. \_\_\_\_\_; (In Words: \_\_\_\_\_) (hereinafter called “Contract Price”).

NOW this Contract witnesseth as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any; except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Contract, viz:
  - a. The completed Forms of Bids (Technical and Financial)
  - b. The priced Schedule of Prices (BOQ)
  - c. The General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
  - d. All the Appendices to the Bid
  - e. The Letter of Acceptance Ref No: \_\_\_\_\_ dated: \_\_\_\_\_ duly accepted by the Contractor
  - f. The Performance Security
  - g. The Certificate of Work Commencement.
3. In consideration of the payments to be made by NBP to the Contractor as hereinafter mentioned, the Contractor hereby covenants with NBP to provide necessary Services and to remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. NBP hereby covenants to pay the Contractor, in consideration of the necessary Services and to remedy defects therein as per the 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.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Signatory)

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

Signature of the Contractor

---

(Seal)

Signature of NBP

---

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

---

(Name, Title and Address)

Witness:

---

(Name, Title and Address)



---

**FOR NATIONAL BANK OF PAKISTAN**

---

**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Signatory)



## FORM FOR DECLARATION OF ULTIMATE BENEFICIAL OWNERS INFORMATION

*(To be submitted on Bidder’s Letterhead with Contract Agreement)*

*(The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.)*

**Notice for Invitation to Bid:**

**NBP Reference No:** \_\_\_\_\_ **PPRA Reference No:** \_\_\_\_\_

**Major Renovation and Refurbishment of 1<sup>st</sup> Floor, NBP Head Office Building, I.I.Chundrigar Road, Karachi.**

1. Name:
2. Father’s Name/Spouse’s Name
3. CNIC/NICOP/Passport no.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:
- 9.

1	2	3	4	5	6	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association Of Persons/Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/	Name of registering authority	Business Address	Country	Percentage of shareholding ,control or interest of BO in the legal person or legal arrangement	Percentage of shareholding ,control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal Person or Arrangement



10. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total number of shares taken (in figures and words)				

11. Any other information incidental to or relevant to Beneficial Owner(s).

Name & signature

(Person authorized to issue notice on behalf of the company)



**SECTION–X**  
**DRAWING**  
(Attached SEPARATELY)



**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “A1”  
FBR DOCUMENT FOR ACTIVE STATUS ON ATL**  
*(If require; Bidder may use additional space/pages in continuation;  
for relevant documents of same Annexure)*



**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “A2”  
SRB DOCUMENT FOR ACTIVE STATUS ON ATL**  
*(If require; Bidder may use additional space/pages in continuation;  
for relevant documents of same Annexure)*



**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “A3”  
PEC CERTIFICATE**

*(If require; Bidder may use additional space/pages in continuation;  
for relevant documents of same Annexure)*



**BLANK PAGE FOR ATTACHMENT OF**  
**ANNEXURE “A4”**  
**NON-BLACKLISTED UNDERTAKING/AFFIDAVIT**  
*(If require; Bidder may use additional space/pages in continuation;  
for relevant documents of same Annexure)*



**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “B1”  
LETTER OF TECHNICAL BID ON BIDDER’S  
LETTERHEAD**

*(If require; Bidder may use additional space/pages in continuation;  
for relevant documents of same Annexure)*



**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “C1”  
AUDITED FINANCIAL STATEMENTS OR  
FBR TAX RETURNS  
FOR THE LAST THREE LATEST YEARS**

*(If require; Bidder may use additional space/pages in continuation;  
for relevant documents of same Annexure)*



**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “C2”  
BANK STATEMENT OR PROOF OF BANK  
CREDIT LINE FACILITY  
FOR THE LAST THREE MONTHS**  
*(If require; Bidder may use additional space/pages in continuation;  
for relevant documents of same Annexure)*



**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “C3”  
DOCUMENTARY PROOF OF FIVE YEAR  
EXPERIENCE**

*(If require; Bidder may use additional space/pages in continuation;  
for relevant documents of same Annexure)*



**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “C4”  
EXPERIENCE RELATED AWARD &  
COMPLETION DOCUMENTS – PROJECT 1**  
*(If require; Bidder may use additional space/pages in continuation;  
for relevant documents of same Annexure)*



**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “C5”  
EXPERIENCE RELATED AWARD &  
COMPLETION DOCUMENTS – PROJECT 2**  
*(If require; Bidder may use additional space/pages in continuation;  
for relevant documents of same Annexure)*



**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “C6”  
TECHNICAL TEAM DOCUMENTS**

*(If require; Bidder may use additional space/pages in continuation;  
for relevant documents of same Annexure)*





# NATIONAL BANK OF PAKISTAN

MAJOR RENOVATION AND REFURBISHMENT OF 1<sup>ST</sup> FLOOR, NBP HEAD OFFICE  
BUILDING, I.I.CHUNDRIGAR ROAD, KARACHI

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## VOLUME- II FINANCIAL BID

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INVITATION FOR BIDS  
SCHEDULE OF PRICES (BILL OF QUANTITIES)  
ANNEXURE (For attachment of LETTER OF FINANCIAL BID)

*(For the purpose of this tender, all reference to manual processes and manual submission of tender/bid should be deemed to have been replaced with the processes and procedures in pursuant to E-Pak Acquisition & Disposal System (EPADS) and defined in E-PAK Procurement Regulation, 2023.)*

*This completed Financial Bid including Letter of Financial Bid shall be submitted / uploaded on PPRA's EPADS Portal; before close of bid submission time.*

APRIL 2024

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<b>SECTION</b>	<b>I</b>	<b>INVITATION FOR BIDS</b>	<b>01</b>
	<b>Form-B2</b>	<b>Letter of Financial Bid</b>	<b>02</b>
<b>APPENDIX</b>	<b>D</b>	<b>SCHEDULE OF PRICES / BILL OF QUANTITIES (BOQ)</b>	<b>03</b>
		<b>Summary of BOQ</b>	<b>04</b>
SECTION	A	Civil Works	05
SECTION	B	Plumbing Works	12
SECTION	C	HVAC Ducting Works	13
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<b>ANNEXURE</b>	<b>A</b>	<b>Manufacturer's List for Lighting &amp; Electrical Works</b>	<b>22</b>
<b>ANNEXURE</b>	<b>B2</b>	<b>SPACE TO ATTACH LETTER OF FINANCIAL BID ON BIDDER'S LETTERHEAD</b>	<b>25</b>

**NATIONAL BANK OF PAKISTAN****INVITATION TO BID****MAJOR RENOVATION AND REFURBISHMENT OF 1<sup>ST</sup> FLOOR,  
NBP HEAD OFFICE BUILDING, I.I. CHUNDRIGAR ROAD, KARACHI.**

National Bank of Pakistan (NBP), a leading commercial bank of the country invites sealed bids from experienced constructors with an active status on FBR Active Taxpayer List & Sindh Revenue Board and possess valid Pakistan Engineering Council License in Category: C4 or above with Specialization Codes: CE-10 and EE-04; and have not been blacklisted by any organization; for aforesaid works.

Bidding documents; containing detailed terms and conditions, method of procurement, bid security, bid validity, opening of bid, etc. are available electronically and can be downloaded from EPADS-PPRA Website: <https://eprocare.gov.pk> free of cost.

A pre-bid meeting is also scheduled at 11:00 am on 30<sup>th</sup> April, 2024 in the Auditorium at 1<sup>st</sup> Floor, NBP, Head Office Building, I.I.Chundrigar Road, Karachi.

Bids should be submitted electronically ONLY through EPADS. Manual submission of bids is NOT allowed. For registration and training on EPADS or in case of any technical difficulty in using EPADS, prospective bidders may contact PPRA Team, Director MIS Room No.109, 1st Floor, FBC building Sector G-5/2, Islamabad. Contact Number 051-111-137-237.

The bids, prepared in accordance with the instructions contained in the bidding documents along with bid security instrument; and other documents as specified in the bidding documents must be submitted through EPADS by 14<sup>th</sup> May, 2024 at 11:30 am. Original Bid Security instrument MUST BE submitted to the under signed before closing hours of the bids submission time. Bids will be opened publicly in the presence of Procurement Committee and contractors who opt to participate on the same day at 12:00 pm through EPADS at the following venue,

**“The Engineering Wing Head Office, Engineering Group, LCMG, 3<sup>rd</sup> Floor, National Bank of Pakistan, Head Office Building, I.I Chundrigar Road, Karachi.**

This advertisement is also available on PPRA website at <https://www.ppra.org.pk> as well as on the National Bank of Pakistan website at <https://www.nbp.com.pk/TENDER>

**Wing Head,  
Head Office Wing, Engineering Group,  
Logistics, Communication & Marketing Group,  
National Bank of Pakistan  
3<sup>rd</sup> Floor, Head Office Building  
I.I Chandigarh Road, Karachi  
Tel: 021-99220854, 021-99062853**

## Form – B2

### **(Letter of Financial Bid)**

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

Place this Letter of Financial Bid in the second envelope marked "FINANCIAL BID".

(The Bidder must prepare this Letter of Financial Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.)

(Note: All italicized text hereunder is to help Bidders in preparing this form and Bidders shall delete it from the final document.)

**Date of this Bid submission:** [insert date (as day, month and year) of Bid submission]

**Bid Reference: PPRA No:** [insert identification] **NBP No:** [insert identification]

**Project Title:** Major Renovation and Refurbishment of 1<sup>st</sup> Floor, NBP Head Office Building, I.I.Chundrigar Road, Karachi.

**To: National Bank of Pakistan:**

Having examined the Bidding Documents including Addenda Nos. for the execution of the above-named works, we, the undersigned, being a company/firm doing business under the name of \_\_\_\_\_ and address \_\_\_\_\_ and being duly incorporated established under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the Conditions of the Contract, Specifications, Drawings, Bill of Quantities including Addenda thereto as may be ascertained in accordance with the Technical Bid and Schedule of Prices attached herewith and made part of this Bid, for the Total Bid Price as stated hereunder:

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Bid.

In submitting our Financial Bid, Bid we make the following additional declarations:

1. We agree to abide by this Bid for a period of 180 days from the date fixed for opening the same or if extended; if required by NBP; and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
2. The total price of the Bid i.e. the Contract Price is Rs. \_\_\_\_\_ (In Words: \_\_\_\_\_ only).
3. We undertake, if we qualify and our Bid is accepted, to take up the subject works and complete the same within the Completion period as stated in Bid Data Sheet.
4. We undertake, if our Bid is accepted, to execute and abide by the Performance Security referred to in Conditions of Contract for the due performance of the Works.
5. Unless and until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification for award, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the Most Advantageous or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

In the capacity of \_\_\_\_\_ duly authorized to sign the bid for and on behalf of the Bidder. A letter of authorization in respect of the Person who has signed the Bid Form, etc. is also attached.

(Name of Bidder in Block Capitals)(Seal)

AddressWitness:

(Signature) \_\_\_\_\_

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



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

Page - (2) of (25)

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

C.N.I.C No: \_\_\_\_\_

# APPENDIX - D SCHEDULE OF PRICES / BILL OF QUANTITIES (BOQ)



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)  
Page - (4) of (25)

**MAJOR RENOVATION & REFURBISHMENT WORK OF 1ST FLOOR NBP, HEAD OFFICE BUILDING,  
KARACHI**

**SUMMARY OF BOQ**

<b>Section</b>	<b>Description</b>	<b>Amount</b>
<b>A</b>	<b>Civil Works</b>	
<b>B</b>	<b>Plumbing Works</b>	
<b>C</b>	<b>HVAC Ducting Works</b>	
<b>D</b>	<b>HVAC Copper Piping Works</b>	
<b>E</b>	<b>Lighting &amp; Electrical Works</b>	
<b>Grand Total (Rs)</b>		

**Rupees in Words:** \_\_\_\_\_

**Following to be included in original rates:-**

All Federal /Provisional Govt. Taxes

Disposal of Garbage /debris from the site and throwing outside bank's/KMC limits

Cleaning of entire area after completion of work

(Flat measurements will be taken at the time of billing)

**MAJOR RENOVATION & REFURBISHMENT WORK OF 1ST FLOOR NBP, HEAD OFFICE BUILDING,  
KARACHI**

S#	Description	Qty	Unit	Rate	Amount
<b>1</b>	<b>DISMANTLING/SHIFTING &amp; DISPOSAL</b>				
	<p>a) Dismantling / removing of existing constructed structures with all necessary precautionary measures, including but not limited to block masonry, RCC slab, dado/ floor tiles, wooden/ glass door, furniture, MS / wooden windows and doors, wooden cabinets, wooden partition, aluminum window / door / tiles, Gypsum / wooden false ceiling, AC / Electrical / Plumbing fittings / fixtures or any other items which are required to be demolished / dismantled / removed; complete in all respects; including labor, tools, equipment etc.</p> <p>b) Shifting and stacking of all necessary dismantled / demolished / removed material / fixtures / fittings etc. or official documents as per Serial (a) above; to designated location within or outside the existing premises of work in Karachi as per the discretion of the Employer with all necessary precautionary measures, including transportation, labor, equipment and loading / unloading, complete in all respects.</p> <p>c) Disposal of surplus unused/unwanted/broken stuff, material, garbage, debris etc. from the site, complete in all respects; and throwing the same outside the Municipal Limits as per the discretion and instructions of the Employer including transportation, labor, equipment and loading / unloading, complete in all respects.</p>	01	Job		
<b>2</b>	<b>BLOCK MASONRY</b>				
	Providing and laying 4", 5" / 6" thick block masonry wall at any height set in (1:3) cement sand mortar including lifting, scaffolding, curing etc. complete in all respect and as directed by in-charge Engineer.	1400	Cft		
<b>3</b>	<b>SURFACE RENDERING</b>				
a)	P/L 1/2" thick cement sand plaster 1:4 to walls making edges and corners, preparation of surface before plastering, finishing scaffolding, curing etc., complete in all respect and as directed by the Consultant.	7,000	Sft		
b)	Providing and applying water proofing comprising of 2 cost of expand brush (Acrylic polymer modified protect and decorative coating for concrete and masonry) on existing cleaned, wall & slab and then applying new cement sand plaster 1:4 mixed with Expaplast WP 100 @ 1 Kg of Expaplast WP 100 per Bag of cement, including cost of hacking of existing plaster complete in all respects.	2,200	Sft		
c)	<b>PCC FLOORING</b>				
	P/L Plain Cement Concrete under floors in 2" to 3" thin required panels 1:3:6 ratio including leveling compacting, curing etc. (also includes trowel finish under carpet/under Wooden Floor).	12,000	Sft		
<b>4</b>	<b>REINFORCMENT CEMENT CONCRETE</b>				
	P/L 3" thick 1:2:4 cement concrete 3/8" Dia Deform steel bar c/c spacing 6" both way, alternate double steel area including form work, curing hacking chipping of existing surface for Walls, Vanity Slab etc.. Complete in all respect.	200	Sft		

Civil Works – Continued Next Page

S#	Description	Qty	Unit	Rate	Amount
<b>5</b>	<b>PORCELAIN TILES</b>				
a)	Providing and laying floors of Porcelain tiles 1200mm X 600mm (grit white) 11mm thick of Roka Ceram tile imported made (China or equivalent including base mortar (2-1/2" average) thick C.C and matching colour grouting, cement slurry for fixing of tiles, complete in all respects as per drawings, specifications and as directed by the Engineer.	20,000	Sft		
b)	Providing and laying floors of Porcelain tiles 1200mm X 600mm (Cornelian Brown) 11mm thick of tecoram tile imported made (China or equivalent including base mortar (2-1/2" average) thick c.c and matching colour grouting, cement slurry for fixing of tiles, complete in all respects as per drawings, specifications and as directed by the Engineer.	5,500	Sft		
<b>6</b>	<b>SKIRTING</b>				
	Same as above Item at Sr. No. 5 but Providing and applying imported porcelain (Cornelian Brown) tile skirting.	3,000	Sft		
<b>7</b>	<b>CERAMICS TILES</b>				
a)	Providing and laying at any floor Ceramics / porcelain tile Malaysian made glazed of size 600mm x 300mm straight and curved, approved quality on 1:2 cement sand base plaster, joint, filling with matching color grout, cutting tiles where required making holes for openings, keep joints true to plumb & line with spacers, complete in all respect as shown on drawings & as directed by the Consultant. (Toilet & Kitchen floor).	1,800	Sft		
b)	Providing and laying at any floor ceramics /porcelain tiles Malaysian made glazed of size 600mm x 300mm straight and curved, imported or equivalent approved quality on 1:2 cement sand base plaster, joint, filling with matching color grout, cutting tiles where required making holes for openings, keep joints true to plumb & line with spacers, complete in all respect as shown on drawings & as directed by the Consultant. (Toilet & Kitchen walls).	3,100	Sft		
<b>8</b>	<b>GRANITE</b>				
	Providing and laying 3/4" thick factory polished approved color Black Granite/ cherry pink including special works as bull nosing, straight or curved as per single piece as shown on the drawings complete with all respect.	1,800	Sft		
<b>9</b>	<b>CARPET TILE</b>				
	Providing and laying Carpet tiles of approved quality and color as per the discretion of Engineer Incharge	10	Sft		
<b>10</b>	<b>WOODEN FLOORING</b>				
	Provide and install in line & level Pre-finished Wooden Laminated Flooring, including approved quality Under layer, wood edge & groove as per drawing & detail, wastage, lifting etc., complete in all respect as per manufacturer's specifications and instructions.	2,400	Sft		
<b>11</b>	<b>WOODEN FLOORING SKIRTING:</b>				
	Providing and laying wooden laminated skirting complete in all respect.	500	Rft		

Civil Works – Continued Next Page



S#	Description	Qty	Unit	Rate	Amount
<b>12</b>	<b>WOOD WORKS</b>				
	Note: All wood work will be applied with anti-termite treatment, High quality chemical & approved by Project Engineer.				
<b>a)</b>	<b>WOODEN SKIRTING</b>				
	Providing and installation 1/2" thick & 3 1/2" high first class Beech Wood lacquer polished skirting fixed with 2" long steel screws as per approved design, complete in all respect.	300	Rft		
<b>b)</b>	<b>COLUMN CLADDING</b>				
	Providing / fixing of Column Cladding consisting of 11mm thick MDF lassani covered with 5mm thick tactile sheet alnoor 4024 over stripes design 2" wide made 16mm thick sheet alnoor 4024 or formica design approved by Executive Engineer, and partial wood frame 2"x1-2" c/c 2'-00, including all necessary joinery detail, complete in all respects as per drawing, specifications and as directed by the Consultant / Engineer.	3,000	Sft		
<b>c)</b>	<b>KITCHEN CABINETS</b>				
	P/fixing (slab)of wooden Kitchen cabinets at any height made with 16mm MDF laminated tactile sheet 4024 (alnoor) with edging made of laminated tactile sheet 4024 properly fixed and Internal carcass in 16mm thick lamination tactile # 4024, including approved handles, hinges and shelf approved drawing and design. Complete in all respect.				
<b>i)</b>	on floor (18" deep)	170	Sft		
<b>ii)</b>	on walls (14" deep )	170	Sft		
<b>iii)</b>	Black Granite / cherry pink.	200	Sft		
<b>d)</b>	<b>FULL HEIGHT WOODEN PARTITION</b>				
<b>i)</b>	Providing, fabricating and fixing in position 4" thick MDF wooden partition covered with 5mm thick tactile sheet # 4024 (alnoor) ply approved design, partition consisting of partial wood frame of size 2" x 2 1/2" @ 2'C/C both ways and 1/2" thick imported MDF board including the cost of all screws, rowel bolts, nails, glue etc. All wood should be termite proof complete in all respect.	400	Sft		
<b>ii)</b>	Providing, fabricating and fixing in position 500 thick tactile sheet#4024 (alnoor) partition to front side of wall 2-1/2" thick approved design and shade of polish over 3" thick partitions including the costof all screws, rowel bolts, nails, glue etc. All wood should be termite proof complete in all respect	800	Sft		
<b>iii)</b>	Providing, fabricating and fixing in position MDF lasani partition to both side 3" thick approved design and shade of matt finish paint (3 coat) over 3" thick partitions including the cost of all screws, rowel bolts, nails, glue etc. All wood should be termite proof at any height with scaffolding. complete in all respect	2,500	Sft		
<b>e)</b>	<b>WOODEN CABINET FULL / LOW HEIGHT</b>				
	P/fixing of wooden filling cabinets low and full height (18" deep) at any height made with 16mm MDF laminated 4024 tactile sheet with edging made of laminated tactile sheet veneer properly fixed and Internal carcass in 16mm thick lamination chipboard # 7056 , including approved handles, hinges and shelf approved drawing and design. Complete in all respect.	3,000	Sft		

Civil Works – Continued Next Page



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

Page - (8) of (25)

S#	Description	Qty	Unit	Rate	Amount
<b>13</b>	<b>GLASS WORKS</b>				
	Note: All glass panels will be edges polished & installed after polish of wooden H-Section				
<b>a)</b>	<b>GLASS GLAZING / PARTITION FULL HEIGHT</b>				
<b>i)</b>	Providing and fixing 12mm thick imported frosted glass partitions with 1 3/4" x 3 3/4" thick OAK wood top and bottom H Section with middle rail of oak over MDF lassani 6"x6" in lacquer polish properly fixed with wooden beam including all necessary fitting etc. complete with all respect	1,600	Sft		
<b>ii)</b>	Providing and fixing 12mm thick imported glass partitions with frosted paper having 3 3/4" thick OAK ply (covered with both sides) wood partition made of partial wooden frame covered MDF lassani with oak ply as per design approved by Executive Engineer and middle rail of oak over MDF lassani 6"x6" in lacquer polish properly fixed with wooden beam including all necessary fitting etc. complete with all respect (sample available at 12th floor Right side)	2,800	Sft		
<b>b)</b>	<b>GLASS GLAZING / PARTITION LOW HEIGHT</b>				
	Providing and fixing 12mm thick imported clear glass partition using 1-3/4" x 3-3/4" OAK wood H section with lacquer polished top and bottom frame including imported glitter frosted paper Bank's approved design complete in all respects.	200	Sft		
<b>c)</b>	<b>GLASS DOOR</b>				
<b>i)</b>	Providing and fixing frameless door 12mm tempered glass with S.S finish door handle and floor mounted with patch fitting (Japan) as approved. Completed in all respects.	350	Sft		
<b>ii)</b>	Providing and fixing Solid Oak wooden frame 5"x1-1/2" vertical size and 8" high 1-1/2" thick top and bottom, door having 12mm thick tempered glass with S.S finish door handle and floor mounted with patch fitting (Japan) as approved. Completed in all respects.	450	Sft		
<b>14</b>	<b>PAINT WORKS</b>				
<b>a)</b>	Providing and applying Three coats of ICI deluxe/ Gobis or equivalent matt paint after scraping, sand papering, plain surface at any height, complete with all material labour, equipment scaffolding etc. as per entire satisfaction of Engineer Incharge.	12,000	Sft		
<b>b)</b>	Providing and applying Three coats of ICI deluxe/Gobis or equivalent Distemper paint for ceiling / after scraping, sand papering, plain surface at any height, complete with all material labour, equipment scaffolding etc. As per entire satisfaction of Engineer/ Engineer Incharge.	30,000	Sft		
<b>15</b>	<b>FALSE CEILING</b>				
<b>a)</b>	<b>CONCEALED GYPSUM BOARD CEILING (HALL &amp; STAFF AREAS)</b>				
	Providing and fixing plain 1/2" thick Gypsum board double false ceiling (as per Bank's approved design / AIBG 10th floor NBP HO Building). Gypsum false ceiling with aluminum suspension system as per manufacturer's specifications including three coats of matt finish paint cost of tapes, filling of joints including all wastage & internal & external sides etc. (flat measurements will be taken at the time of billing) complete in all respects.	10,000	Sft		

Civil Works – Continued Next Page



S#	Description	Qty	Unit	Rate	Amount
<b>b)</b>	<b>CONCEALED GYPSUM BOARD CEILING (EXECUTIVE CHAMBERS &amp; CORRIDORS )</b>				
	Providing and fixing plain 1/2" thick Gypsum board false ceiling (as per Bank's approved design. Gypsum false ceiling with aluminum suspension system as per manufacturer's specifications including three coats of matt finish paint cost of tapes, filling of joints including all wastage & internal & external sides etc. (flat measurements will be taken at the time of billing). complete in all respects	9,000	Sft		
<b>c)</b>	<b>GYPSUM CEILING (2'-00X2'-00)</b>				
	Providing and fixing plain 1/2" thick Gypsum board false ceiling size (2'-00x2'-00) with aluminum refter hinging system with black groove including cost of labor, material as per drawings and instruction of the Executive Engineer complete in all respects. .	4,500	Sft		
<b>d)</b>	<b>WOODEN STRIPS CEILING</b>				
<b>i)</b>	Providing & fixing partal wood strips wooden ceiling using 2" x 4" solid partal wood with laying polish finish with Ceiling Gypsum sheet use in base finish with paint etc. complete in all respect.	1,500	Sft		
<b>ii)</b>	Providing & fixing of wooden ceiling in Executive Chambers & Conference Room with partal wood framing size 2"x2" C/C 2'-0", ceiling made of MDF lassani sheet covered with oak ply sheet 5mm thick finished with lacqure polish as per approved design and as directed by Incharge Engineer, complete in all respect.	4,000	Sft		
<b>e)</b>	<b>WOODEN RAFTER CEILING</b>				
	Providing & fixing wooden rafter in 1/2" thick lassani & laying oak wood ply 4" x 6" with laying polish finish etc. complete in all respect.	500	Sft		
<b>f)</b>	<b>WOODEN CEILING</b>				
	P/F of wooden false ceiling made of partal wooden frame 2"x1-1/2" with MDF lassani sheet covered with oak ply best quality approved design including cut ceiling, punch ceiling and bidding and best quality lacqure polish etc. Complete in all respect. At entrance lobby & conference room	1,200	Sft		
<b>g)</b>	<b>BULK HEAD</b>				
	Providing and making bulkhead using 2" x 2" partal wooden frame @ 2' c/c horizontal and vertical with 3/4" thick imported MDF complete in all respect.	1,200	Sft		
<b>16</b>	<b>BACK PANELING</b>				
<b>a)</b>	<b>WOODEN BACK PANELING FOR EXECUTIVE CHAMBERS</b>				
	Providing and fixing of wall cladding with 17mm thick approved design and shade of laminated tactile sheet # 4024 made by alnoor or equivalent with partal wood frame having size 2" x 1-" and tactile vertical stripes 1-1/2" wide x 3/4" thick at 2-1/2" c/c at both ends of wall up to 24" each side. complete in all respect as per specification or as directed by the Engineer Incharge.	1,850	Sft		
<b>b)</b>	<b>PVC PANELING</b>				
	Providing and fixing of PVC wall paneling with approved design including all hardware and jointly material with labor, etc. complete in all respect.	500	Sft		

Civil Works – Continued Next Page

S#	Description	Qty	Unit	Rate	Amount
<b>17</b>	<b>DOORS</b>				
<b>a)</b>	<b>Wooden Doors</b>				
	Providing and fixing of Wooden Door (WD- 1A ), made with 38mm thick sandwich chipboard (tactile sheet 4024) with 19mm thick soft wood vertical rail both sides covered with approved, 9mm thick Mahagani wood edging, finish with clear NC lacquer polish, including door frame of 16 SWG GI sheet with red oxide coat covered with approved laminate/door boarder and hard wares i-e hinges, imported door lock and door stopper etc., complete with hard ware and complete with all respect as per design.	575	Sft		
<b>c)</b>	<b>UPVC DOORS</b>				
	Providing & Fixing of UPVC Door make of Euro pen / Skypen / Pak Euro or equivalent best quality including Door frame, locks, all necessary fittings/accessories, labor transportation etc. Complete in all respect and as directed by the In-charge Engineer	350	Sft		
<b>d)</b>	<b>FORMICA FINISH FLUSH DOORS</b>				
<b>i)</b>	Providing and fixing 1- 1/2" thick wooden flush door with solid core face High quality hinges, holdfast door stopper, door locks etc. complete in all respects as per drawings & approved by the Engineer.	175	Sft		
<b>18</b>	<b>WOODEN WORK STATIONS</b>				
<b>a)</b>	<b>LINEAR WORKSTATION WITH DRAWER UNIT</b>				
	STAFF / OFFICERS LINEAR WORK STATIONS WITH DRAWER UNIT: SIZE 4'-0"X2'-0"x2'-6"H: laminated Tactile sheet # 4024 (Alnoor) pressed over particle MDF / Best quality chipboard finished colour same as use in Staff College FTC Building or as per approved color & design, extruded powder coated aluminum partition frame or wooden frame of same material having glass or top finished material partition of Tactile Sheet #4024 (alnoor) pressed over MDF, slide out keyboard extruded along with CPU & key board tray and equipped with cable / power management complete in all respect as per approved design,	50	Nos		
<b>b)</b>	<b>GRID WORKSTATION WITH SIDE CABINET</b>				
	EXECUTIVE DESIGN THE GRID WORKSTATION WITH SIDE CABINET IN LAMINATION SIZE 5'-0"X5'-0"x2'-6"H laminated Tactile Sheet # 4024 (Alnoor) pressed over partial MDF / Best quality chipboard white finished color & design with worktop area, extruded powder coated MDF partition frame or wooden frame of same material having glass or top finished material partition, Front paneling perforated made of MDF slide out keyboard extruded along with CPU & key board tray and equipped with cable / power management, complete in all respect as per NBP Staff College, FTC Building or equivalent approved design	130	Nos		
<b>c)</b>	<b>MOBILE DRAWER UNIT</b>				
	Mobile drawer unit for Officers (in Lamination) Mobile drawer unit of above same material & quality finish having 3 drawer unit best channel, lock, handles & lacquer polish unit etc. Complete in all respect as per approved & standard design NBP Staff College, FTC Building or equivalent approved design.	130	Nos.		
<b>19</b>	<b>ALUMINUM / MS WINDOWS</b>				
	PF of 5mm thick glass and repairing of MS / Iron Window / Window Frame full height, welding, locking system, hinges, locks, handles, 03 coats of enamel paint, labor, material, transportation, loading/unloading, lifting etc. complete in all respect & as directed by In-charge Engineer.	1,800	Sft		

Civil Works – Continued Next Page

S#	Description	Qty	Unit	Rate	Amount
<b>20</b>	<b>MISC. WORK</b>				
<b>a)</b>	<b>GRANITE. (STAIRCASE)</b>				
	Providing and laying best quality pre-polished jibrano granite for Staircase and landing, including nosing / beveling / chamfering with fine edges 1:6 cement and sand bed or approved adhesive to required levels, layout and details. Include for grouting with Latic rete.	750	Sft		
<b>b)</b>	<b>ROLLER BLINDS.</b>				
	Providing and fixing of Roller fabric blinds of approved shade and color with aluminum rail complete in all respect.	1,600	Sft		
<b>c)</b>	<b>WOODEN FABRIC &amp; GLASS PARTITION</b>				
	Providing and Fixing of partition in Staff area having partition having best quality fabric on partition wall with tempered glass 12mm thick fixed on partition with S.S u Clips use best quality imported fabric on both side approved quality with molty flex including oak wood framing 1" and 4" high finish with NC lacure polish as per drawing or as directed by Consultant / Engineer etc. Complete in all respect. (Note The measurements for billing will be taken upto glass level)	1,300	Sft		
<b>d)</b>	<b>DOOR LOCK</b>				
	Providing and installation of imported best quality door locks complete in all respect and as directed by Incharge Engineer	20	Nos.		
<b>e)</b>	<b>DOOR CLOSER</b>				
	Providing and installation of imported best quality door locks complete in all respect and as directed by Incharge Engineer	20	Nos.		
<b>f)</b>	<b>TERMITE PROOFING</b>				
	Providing, mixing, carrying out and spraying of Termite proof chemicals of approved vendor (preferably BIFLEX or approved) as per instruction / specifications / advise of the manufacturer / principals. The work shall be carried out by an approved sub-contractor who will provide 10-years warranty stating that in case of infestation during the period of warranty, he will carry out the remedial work without extra charges to the Employer complete in all respects and as directed by the consultant / Engineer Incharge.	30,000	Sft		
<b>g)</b>	<b>BEACH WOOD CORNICE</b>				
<b>i)</b>	P/F of wooden cornice 3" high 1/2" thick best quality imported including lacquer polish etc. Complete in all respect.	2,000	Rft		
<b>ii)</b>	Providing and laying decorative pebbles stone with polish including large size stone.	800	Sft		
				<b>Total</b>	
				<b>13% SRB</b>	
				<b>Grand Total</b>	

**MAJOR RENOVATION & REFURBISHMENT WORK OF 1ST FLOOR NBP, HEAD OFFICE BUILDING,  
KARACHI**

S#	Description	Qty	Unit	Rate	Amount
<b>1</b>	<b>SOIL WASTE AND WATER SUPPLY</b>				
	Providing , fixing, jointing and testing AGM pipe of approved equivalent pressure pipe, for floor and wall sewerage and water supply arrangement including valve fitting, vertical pipes and connection to vertical line, waste jali, floor trap etc. excluding fittings and fixtures, complete pipe work as approved by the In-charge Engineer.				
a)	Toilet	25	Job		
b)	Kitchen	3	Job		
<b>2</b>	<b>TOILET FITTINGS &amp; FIXTURES</b>				
a)	<b>WATER CLOSET</b>				
	P/f European type water closet (Porta HD-9A B-D-N) or equivalent with seat cover/Flush tank of approved color with integral trap in vitreous imported quality. complete in all respect	14	Nos.		
b)	<b>ORISSA PATTERN WC</b>				
	Providing and fixing White Orissa pattern glazed earthen ware W.C painted MS wall brackets flush tank and fittings and with nuts and bolts etc. Complete in all respect.	14	Nos.		
c)	<b>WASH BASIN</b>				
	P/F wash hand basin vanity Porta or equivalent approved granite shade and design 22' x 16" white / light color including pillar cock and all fittings etc., Complete in all respect.	20	Nos.		
d)	<b>FITTINGS</b>				
	P/F of best quality imported fittings of Master/Faisal or equivalent approved quality including installation etc. Complete in all respect.				
i)	Single bibcock	14	Nos.		
ii)	Double bib cock	14	Nos.		
iii)	T- Stop Cock	50	Nos.		
<b>3</b>	<b>TOILET ACCESSORIES</b>				
a)	<b>WATER MIXER</b>				
	P/F 15 mm dia C.P. fitting single lever of water mixer make "Master" C.P. pipe 15mm dia				
i)	For wash basin / Vanity.	20	Nos.		
ii)	For Kitchen Sink.	3	Nos.		
b)	<b>MUSLIM SHOWER</b>				
	S.S. double bibcock with original Master Muslim shower.	14	Nos.		
c)	<b>SOAP DISH</b>				
	Providing and fixing soap dish heavy duty S.S finish master or equivalent complete in all respect.	22	Nos.		
d)	<b>TOILET PAPER HOLDER</b>				
	Providing and fixing toilet paper holder best quality Master make or as approved by the Incharge Engineer	20	Nos.		
e)	<b>TOWEL RAIL</b>				
	Providing and fixing 5mm looking glass with beveled edges of first quality Belgium made or equivalent approved make fixed with SS clips etc., complete in all respect	22	Nos.		

**Plumbing Works – Continued Next Page**

S#	Description	Qty	Unit	Rate	Amount
f)	<b>HAND DRYER</b>				
	Providing and Fixing of best quality Hand Dryer Siemens make or equivalent.	10	Nos.		
g)	<b>MIRROR</b>				
	Providing and fixing 5mm looking glass with beveled edges of first quality Belgium made or equivalent approved...	300	Sft		
4	<b>KITCHEN SINK</b>				
	P/F stainless steel kitchen sink of specified size best quality Porta ( HDSC8728) or equivalent as approved by the Engineer incharge	3	Nos.		
5	<b>A/C DRAIN LINE</b>				
a)	Providing and fixing UPVC drain pipe 1.5" dia for A.c drain including all necessary fitting in wall complete in all respect.	2,000	Rft		
b)	Providing and fixing upvc drain pipe 1.0" dia for A.c drain including all necessary fitting in wall complete in all respect.	1,500	Rft		
				<b>Total</b>	
				<b>13% SRB</b>	
				<b>Grand Total</b>	



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

**MAJOR RENOVATION & REFURBISHMENT WORK OF 1ST FLOOR NBP, HEAD OFFICE BUILDING,  
KARACHI**

S.No.	Description	Qty	Unit	Rate	Amount
1	Modification alteration and Installation of Existing HVAC Duct already installed at 1 <sup>st</sup> Floor with proper re-fixing/re-hanging; including angles for bracing duly painted with approved rust-inhibitive paint; complete in all respects as per site requirement and discretion of the Employer.	1200	Sft		
2	Provide and fixing of new Main Supply and Return Air Ducting with GI Sheet of 20 SWG with Lock Forming Quality, necessary fixing/hanging material, bends, angles for bracing duly painted with approved rust- inhibitive paint; etc as per desired dimensions required at site with all other relevant accessories and as per discretion of the Employer.	1500	Sft		
3	Provide and fixing of Main Supply air diffusers aluminum metal (powder Coated) 12" X 12" with neck and volume control damper, complete in all respects as per site requirement and discretion of the Employer	70	Nos.		
4	Same as Item at Sr. No. 3 but of size 12" x 30"	30	Nos.		
5	Same as Item at Sr. No. 3 but of dia 12".	30	Nos.		
6	Providing and fixing of return Air Grill Aluminum metal (powder coated) Size 12" X 30" with all accessories; complete in all respects as per site requirement and discretion of the Employer	25	Nos.		
7	Provide and fixing of Return Air Grill with Aluminum metal Powder coated, 12"x12"with all accessories; complete in all respects as per site requirement and discretion of the Employer	38	Nos.		
8	Providing and fixing of glass wool thermal insulation of all new & existing AC ducting with canvas clothing coating; complete in all respects as per site requirement and discretion of the Employer,	2500	Sft		
9	Adjustment of existing Linear bar Air Diffuser/Grill with aluminum metal coating, complete in all respects as per site requirement and discretion of the Employer,	300	Rft.		
				<b>Total</b>	
				<b>13% SRB</b>	
				<b>Grand Total</b>	

**MAJOR RENOVATION & REFURBISHMENT WORK OF 1ST FLOOR NBP, HEAD OFFICE BUILDING,  
KARACHI**

S#	Description	Qty	Unit	Rate	Amount
01	Providing, Laying and Fixing of copper Piping of Floor Standing unit 4ton Capacity with all relevant accessories i.e. Electrical Control wire 110/76 3 core (Pakistan Cable, Pioneer cable or equivalent), Aero flax Insulation, Pipe size 22 SWG (Muller or equivalent) Pipe dia (Suction: 3/8 inch and Discharge: 5/8 inch) as per Site requirement and discretion of the Employer.	250	Rft		
02	Providing, Laying and Fixing of Copper Piping of Split AC units 1,1.5 & 2ton Capacity with all relevant accessories i.e. Electrical Control wire 110/76 3 core (Pakistan Cable, Pioneer cable or equivalent), Aero flax Insulation, Pipe size 22 SWG (Muller or equivalent) Pipe dia (Suction: 1/2 or 5/8 inch and Discharge: 1/4 or 3/8 inch) as per Site requirement and discretion of the Employer.	550	Rft		
				<b>Total</b>	
				<b>13% SRB</b>	
				<b>Grand Total</b>	

**MAJOR RENOVATION & REFURBISHMENT WORK OF 1ST FLOOR NBP, HEAD OFFICE BUILDING,  
KARACHI**

S.No.	Description	Qty	Unit	Rate	Amount
<b>A</b>	<b>WIRING WORKS</b>				
<b>1</b>	<b>ELECTRICAL WIRING</b>				
	Supply, laying, connection and testing of following wiring types; in heavy duty PVC Conduit recessed in walls, columns, slabs, floors or fixed at Ceiling above false ceiling or in Dura duct if exposed on walls, with all necessary fixing accessories, conduit/duct accessories, pull boxes, steel pull wires complete in all respects, required as per site conditions. with make/brandof material being specified in Annexure A. (PVC insulated Copper - 300/500 Volt Grade Wires to be used)				
<b>a)</b>	<b>Circuit Wiring (For Switchboard/Light Plug etc.)</b>				
	From DB to Switch Board or 2/3 pin Light Plug (5/10/13A) to be wired with 2x2.5 sq.mm S/C wires and 1 X 2.5 sq.mm S/C wire of Green/Yellow Colour as Circuit Protective Conductor (CPC) in 25 mm dia. heavy duty PVC conduit Each circuit shall have independent CPC. Maximum wiring of 3 light circuits can be pulled through 25 mm dia. PVC conduit.	15	Nos.		
<b>b)</b>	<b>Switch Board to Switch Board OR Switch Board to Light plug etc. Circuit Wiring</b>				
	Same as above item No. 1(a) but from point to point i.e. Switchboard to Switchboard/Light Plug or Light Plug to Light Plug. (Side by Side or Back to Back Wiring points will not be payable and will be considered to be included in item No. 1 (a)	20	Nos.		
<b>c)</b>	<b>Point Wiring (Light/Fan etc.)</b>				
	From Switchboard to 1st Point (Light/Fan) with 1 x 1.5 sq.mm S/C wire from Piano Switch and 1 x 2.5 sq.mm wire common neutral including i/c P/F 10A Piano Switch in 20 mm dia. heavy duty PVC conduit, recessed in walls, columns, slabs, floors or fixed at Ceiling above false ceiling with all necessary fixing accessories, conduit accessories, 75 mm high PVC junction boxes, pull boxes, steel pull wires, connectors, M.S. sheet steel switch box 16 SWG with earth terminal with 2 coats of powder coating of orange colour, M.S. box shall be of the same size as that of 1, 2 or 3 upto 6 gangs flush type plate switches complete in all respects, required as per site conditions. (In case of point wiring at Ceiling, 2 X 1.5 sq.mm wires in FlexibleConduit from junction box equipped with PVC gland to light/fan fixture, will also have to be provided). Maximum wiring of 6 points (light/fan) can be pulled through 20 mm dia. PVC conduit.	135	Nos.		
<b>d)</b>	<b>Point to Point Wiring (Light/Fan etc.)</b>				
	Same as item No. 1 (c) above but from Point to Point and without including cost of Switch and M.S. sheet steel switch box 16 SW.	450	Nos.		
<b>e)</b>	<b>Wiring Circuit for 1 x 10/13 A Simplex/Duplex - Switch Socket Outlet (SSO) installed at Wall/Workstation/Floor Box etc. or any other purpose.</b>				
<b>i)</b>	From DB to SSO with 2 x 2.5 sq.mm S/C wire + 1 x 2.5 sq.mm S/C wire of Green/Yellow Colour as Circuit Protective Conductor (CPC) in 25 mm dia. heavy duty PVC conduit, recessed in walls, columns, slabs, floors or fixed at Ceiling above false ceiling with all necessary fixing accessories, conduit accessories, pull boxes, steel pull wires complete in all respects, required as per site conditions. Each circuit shall have independent CPC.	70	Nos.		

**Lighting & Electrical Works – Continued Next Page**

S.No.	Description	Qty	Unit	Rate	Amount
ii)	Same as item No. 1 (e) (i) above, but from Point to Point i.e. 1st SSO to 2nd SSO and onwards. (Side by Side or Back to Back Wiring points will not be payable and will be considered to be included in item No. 1 (e) (i) (Maximum of 03 SSO can be connected with 1st SSO).	130	Nos.		
f)	<b>Wiring Circuit for 1 x 20 A Switch Socket Outlet (SSO) for AC connection or any other purpose</b>				
	From DB to SSO with 2 x 4.0 sq.mm S/C wire + 1 x 2.5 sq.mm S/C wire of Green/Yellow Colour as Circuit Protective Conductor (CPC) in 25 mm dia. heavy duty PVC conduit, recessed in walls, columns, slabs, floors or fixed at Ceiling above false ceiling with all necessary fixing accessories, conduit accessories, pull boxes, steel pull wires complete in all respects, required as per site conditions. Each circuit shall have independent CPC. (Maximum wiring of 2 circuits can be pulled through 25 mm dia. PVC conduit).	35	Nos.		
g)	<b>Wiring Circuit for 03 Phase - 04 Ton AC connection or any other purpose</b>				
	From DB to AC etc. with 1 X 4 sq.mm 4/C PVC/PVC insulated Cable + 1 x 2.5 sq.mm S/C wire of Green/Yellow Colour as Circuit Protective Conductor (CPC) in 25 mm dia. heavy duty PVC conduit, recessed in walls, columns, slabs, floors or fixed at Ceiling above false ceiling with all necessary fixing accessories, conduit accessories, pull boxes, steel pull wires complete in all respects, required as per site conditions. Each circuit shall have independent CPC. (Maximum wiring of 1 circuit can be pulled through 25 mm dia. PVC conduit).	8	Nos.		
<b>2</b>	<b>DATA / VOICE / TV WIRING/HDMI/CCTV</b>				
a)	<b>Supply, laying, connection and testing of following wiring types; with make/brand of material being specified in Annexure A.</b>				
i)	<b>Data points/outlets</b>				
	Wiring for each Data point from Communication Rack (Patch Panel) to each Data point on wall or in M.S floor outlet box with 4 pair Cat. 6E 23 AWG cable in 20 mm dia. heavy duty PVC conduit recessed in walls, columns, slabs, floors or above false ceiling with all necessary fixing accessories and flute testing report as required as per site condition, complete in all respects.	300	Nos.		
ii)	<b>Voice points/outlets</b>				
	Wiring for each Voice point from Telephone Junction Box to each telephone point on wall or in M.S floor outlet box or in Data Cabinet/Communication (Wall mounted or Floor Standing) with 4 pair Cat. 6E 23 AWG cable in 20 mm dia. heavy duty PVC conduit recessed in walls, columns, slabs, floors or above false ceiling with all necessary fixing accessories as required as per site condition, complete in all respects	180	Nos.		
iii)	<b>Main Telephone Cable</b>				
	Wiring for wall mounted TV outlets wired with RG-6 / RG-7 cable or as directed by the Engineer from TV Cable Splitter/distribution to each TV point, including 20 mm dia. heavy duty PVC conduit, recessed in walls, floors, column or as required as per site conditions, all PVC conduit accessories, pull boxes, steel wires etc. complete in all respects.	1000	Rft.		
iv)	<b>TV Point Wiring</b>				
	Wiring for wall mounted TV outlets wired with RG-6 / RG-7 cable or as directed by the Engineer from TV Cable Splitter/distribution to each TV point, including 20 mm dia. heavy duty PVC conduit, recessed in walls, floors, column or as required as per site conditions, all PVC conduit accessories, pull boxes, steel wires etc. complete in all respects.	12	Nos.		



**Lighting & Electrical Works – Continued Next Page**

S.No.	Description	Qty	Unit	Rate	Amount
v)	<b>CCTV points /Outlets</b>				
	Wiring for CCTV points from CCTV Switch to each CCTV point on wall or on Ceiling with 4 Pair Cat 6E cable in PVC Conduit 25mm dia. recessed in walls, columns, slabs, floors or above false ceiling with all condition, complete in all respects as per site requirement	28	Nos.		
vi)	<b>HDMI Cabling/Wiring</b>				
	Wiring for Projector wired with HDMI Cable - 4K (20 meter length) complete with connectors (both ends) in 1.5" dia. Heavy duty PVC conduit, recessed in walls, floors, column or as required as per site conditions, all PVC Conduit accessories, pull boxes, steel wires etc. complete in all respects.	12	Nos.		
<b>B</b>	<b>MAIN / SUB MAIN CABLES</b>				
a)	<b>ELECTRICAL LT CABLING</b>				
	<b>P/L, connection, testing and commissioning of PVC insulated PVC sheathed non armored copper conductor power cable 600 / 1000 Volt grade manufactured by any one of the manufacturers as mentioned in Annexure A. The cable would be recessed in walls, columns, slabs, floors or fixed at Ceiling above false ceiling with all necessary fixing accessories either in already laid PVC Conduit/Dura duct or otherwise openly laid complete in all respects, required as per site conditions. and approval of Engineer Incharge including cost of all necessary materials, connections of cables and identification tags at both ends, cables lugs properly crimped at both ends for the following sizes. Actual length of cables to be laid shall be practically measured at site by the Contractor, duly authenticated by the Electrical Engineer / Engineer Incharge / Supervisor before placing the order with the manufacturer, however, approximate length of cables are shown herewith. Payments shall be made as per actual length laid.</b>				
i)	4 Core 10 sq.mm	450	Rft.		
ii)	4 Core 25 sq.mm	70	Rft.		
iii)	4 Core 25 sq.mm	70	Rft.		
iv)	4 Core 35 sq.mm	70	Rft.		
v)	1 Core 6 sq.mm Green/Yellow Color as CPC	500	Rft.		
<b>3</b>	<b>FITTINGS, FIXTURES &amp; ACCESSORIES</b>				
	<b>Supply, Installation, testing and commissioning of following fittings/fixtures as per specified brand/make given in Annexure "A" recessed in or on wall / ceiling / column etc. complete in all respects, duly approved by Engineer Incharge prior to installation.</b>				
a)	<b>LIGHTS</b>				
	<b>(The temperature / Colour Index to be got confirmed from Site Engineer before installation</b>				
i)	Ceiling mounted LED Panel Light - 48W - 610 x 610 mm / 2 x 2 ft (Warm White/Warm/Day Light) recessed in False Ceiling	70	Nos.		
ii)	Ceiling mounted LED Down Light - 15W - 150 mm / 6" dia (Warm White/Warm/DayLight) recessed in False Ceiling.	280	Nos.		
iii)	Same as C-1 ( c ) but Surface mounted	40	Nos.		
iv)	Halogen Track Light 70-80mm 3" dia Warm White/Warm/Day Light) recessed in False Ceiling.	75	Nos.		
v)	Ceiling mounted LED Spot Light - 7/8W - 7-8 mm dia (Warm White/Warm/Day Light) recessed in False Ceiling	75	Nos.		
vi)	Rope Light	500	Rft.		
b)	<b>FANS</b>				
i)	Bracket Fan 18 " sweep,	25	Nos.		
ii)	Exhaust Fan 10" sweep, Plastic body, louvre type.	10	Nos.		



**Lighting & Electrical Works – Continued Next Page**

S.No.	Description	Qty	Unit	Rate	Amount
<b>c</b>	<b>SWITCH SOCKET OUTLETS / SAFETY CIRCUIT BREAKERS</b>				
	<b>Following SSO / safety circuit breaker complete with back box i.e. M.S. box, made of 16 SWG sheet steel with earth terminal having 2 coats of powder coating of orange colour, M.S. box shall be of the same size as that of SSO. / Safety Circuit Breaker</b>				
<b>i)</b>	10/13 A - 3 Pin Multi type SSO (for General Use)	25	Nos.		
<b>ii)</b>	13A Duplex SSO - 3 Pin Flat type / Universal type (for UPS Power)	220	Nos.		
<b>iii)</b>	Same as item No. C-3-1 (b) but Simplex SSO (for Normal Power)	220	Nos.		
<b>iv)</b>	20 A Safety Circuit Breaker (2P) - Round Pin or Multi type (for AC Connection)	35	Nos.		
<b>d)</b>	<b>CABLE CONTAINMENT</b>				
<b>i)</b>	<b>Floor Box</b>				
	Fabrication, supply and installation of Five (05) Outlet Floor Box i.e. M.S Box made of mild steel 16 SWG duly painted initially with Red Oxide and finally with approved Colour of appropriate size but not less than 10" x 10" x 4- 1/2" deep with openable hinged cover 2.5mm thick, all necessary materials / arrangements for fixation of sockets, holes for passage of outgoing cables, rubber, gourmet, earthing terminal, and partition made of backlit. Boxes shall be installed flush with floor and should be suitable for installation of following number of Simplex SSOs or Face Plates. (The cost of SSOs or Face Plates not to be included)	10	Nos.		
<b>ii)</b>	<b>Technological Box</b>				
	<b>Fabrication, supply and installation of Technological Box i.e. M.S Box made of M.S 16 SWG duly painted initially with Red Oxide and finally with approved Colour of appropriate size suitable for fixation of following number of Switch Socket Outlets / Face Plates etc. having holes for passage of outgoing cables, rubber, gourmet, earthing terminal, and partition made of backlit. (The cost of SSOs or Face Plates not to be included)</b>				
<b>a)</b>	Four Nos. Outlets	3	Nos.		
<b>b)</b>	Same as item No. 3 (d) (ii) but for Five Outlets	5	Nos.		
<b>iii)</b>	<b>Pull Box</b>				
	<b>Fabrication, supply and installation of Pull Box i.e. M.S Box made of 16 SWG sheet having heavy duty SS Top Cover of 16 SWG Sheet of following size, complete in all respects as per site requirements.</b>				
	300 mm x 300 mm x 62 mm	10	Nos.		
<b>e)</b>	<b>DATA / VOICE FIXTURES</b>				
<b>i)</b>	<b>Face Plates with I/Os</b>				
	<b>Following Face Plates white/off white finish, complete with shutteredClick-ins, labels and all accessories including back box i.e. M.S. box, made of 16 SWG sheet steel having 2 coats of powder coating of orange colour. M.S. box shall be of the same size as that of Face Plate.</b>				
<b>a)</b>	Simplex Face Plate with I/Os (1 x RJ45)	150	Nos.		
<b>b)</b>	Dual Face Plate with I/Os (2 x RJ45)	85	Nos.		
<b>c)</b>	Same as Item No. 3 ( e) (i) (b) but with I/Os (2xRJ11)	90	Nos.		
<b>d)</b>	Same as item No3 ( e) (i) (a) but with I/O (1 x RJ 11)	140	Nos.		
<b>e)</b>	Simplex Face Plate with RG-6 / RG-7 Connector for TV Cable	12	Nos.		
<b>ii)</b>	<b>Supply of Patch / Drop Cords</b>				
	<b>Factory tested (imported) Cords of Cat6 - 23 AWG Cable of following sizes</b>				
<b>a)</b>	01 meter Patch Cord	300	Nos.		
<b>b)</b>	03 meter Drop Cord	300	Nos.		



**Lighting & Electrical Works – Continued Next Page**

S.No.	Description	Qty	Unit	Rate	Amount
iii)	<b>Racks and Panels</b>				
a)	<b>Data Communication Rack</b>				
	<b>Supply and Installation of 19" - Communication Rack made of M.S Frame, Glass Door, Pull Handle, supported by perforated sides / M.S Cover of following size:</b>				
	42U - 600 mm x 800 mm	2	Nos.		
b)	<b>Thermostatic type Exhaust/Cooling Fans</b>				
	Supply and Installation of Thermostatic type Exhaust/Cooling Fans in Communication Rack, with proper connections, complete in all respects	8	Nos.		
c)	<b>PDU</b>				
	Supply of PDU with 04 x 13 A Flat Pin or International Type Switch Sockets for Communication Rack	4	Nos.		
d)	<b>Front Cable Manager</b>				
	Supply and Installation of Front Cable Manager in Communication Rack with proper labeling / tagging / harnessing.	16	Nos.		
e)	<b>Patch Panel</b>				
	Supply and Installation of 24 Port - Patch Panel (loaded with 24 I/Os) in Communication Rack with proper labeling / tagging / harnessing.	16	Nos.		
f)	<b>Telephone Junction Box (TJB)</b>				
	Supply, installation and commissioning of Telephone Junction Box vermin and dust proof, made of M.S 18 SWG sheet with door, handle, anti-rust paint and 2 coats of enameled paint, locking arrangement, appropriate size to easily accommodate accessories and 100 x 8 pairs telephone terminal strips (KRONE Strip) with tagging/marketing arrangements including cost of all necessary material to connect incoming and outgoing telephone cables, 8 x 100 Pair Wiring Block complete in all respect	2	Nos.		
<b>4</b>	<b>DISTRIBUTION BOARDS AND INTERNAL COMPONENTS</b>				
a)	<b>DISTRIBUTION BOARD (DB) - RAW POWER DB</b>				
	Fabrication, Supply and installation of appropriate size DB from the Manufacturer's Names specified in Annexure "A" at designated walls concealed or opened, made up of M.S Sheet of 16 SWG, with flexible earthing straps, degreased and de-rusted, zinc phosphated, finished with electrostatic powder coating of 15 microns thickness in approved colour, housing to comply with Protection Class IP-40, with hinged door, lockable handle, all auxiliaries, internal wiring, combs, designation labels on breakers, earthing bar, numbering beads on the control wires, suitable for System Voltage of 415 V, 50 Hz, 3/1 Phase and earthing with 01 or 02 neutral bus bars of 99.98% pure electrolytic Copper, including appropriate size Cable termination lugs and brass cable glands for incoming and outgoing cables, wiring from breakers, indication lamps (Voltmeter typewith voltage reading) and fuses, with M.S Sheet cover beneath front door, gaskets shall also be provided, where necessary, complete in all respects as per Site requirement and prior approval of respective Shop Drawing by concerned Bank's Engineer; comprising the following: Incoming Side <ul style="list-style-type: none"> <li>01 X 100 A MCCB - TP, C Type, RC-15KA</li> </ul> Outgoing Side <ul style="list-style-type: none"> <li>48 X 10/16 A MCB-SP, C Type, RC-6KA (Rail Type)</li> </ul>	1	No.		
b)	<b>DISTRIBUTION BOARD (DB) - AC DB</b>				
	Same as Item at S. No. 4 (a) above but comprising the following: Incoming Side <ul style="list-style-type: none"> <li>01 X 125 A MCCB - TP, C Type, RC-18 KA</li> </ul> Outgoing Side <ul style="list-style-type: none"> <li>12 X 20 A MCCB - TP, C Type, RC- 10 KA (Rail Type)</li> <li>42 X 20 A MCB - SP, C Type, RC-6 KA (Rail Type)</li> </ul>	1	No.		



**Lighting & Electrical Works – Continued Next Page**

S.No.	Description	Qty	Unit	Rate	Amount
<b>c)</b>	<b>DISTRIBUTION BOARD (DB) - UPS DB</b>				
	Same as Item at S. No. 4 (a) above but comprising the following: Incoming Side <ul style="list-style-type: none"> <li>• 01 X 100 A MCCB - TP, C Type, RC-15 KA</li> <li>• 04 X 50 A MCCB - TP, C Type, RC-15 KA</li> <li>• 01 X 100 A Rotary Change Over Switch 1-0-2</li> <li>• 01 X (3 Phase + 1 Neutral) Bus bars set - 100 A Rating (Additional Set for Sync)</li> </ul> Outgoing Side <ul style="list-style-type: none"> <li>• 01 X 60 A MCCB - TP, C Type, RC- 15 KA</li> <li>• 36 X 16 A MCB - SP, C Type, RC-6KA (Rail Type)</li> </ul>	1	No.		
<b>5</b>	<b>FIRE ALARM SYSTEM</b>				
<b>a)</b>	<b>Supply, Installation Testing &amp; Commissioning of Conventional Fire Alarm system Components/ Devices 04 Zone Conventional Fire Alarm Control Panel manufactured by any of the Manufacturer's Names specified in Annexure "A"; complete in all respects including EOL, as per following details:</b>				
<b>i)</b>	Conventional type Optical Smoke Detector (Visibility 360o) Certified to EN54 Part 7 Standard with IP43 Protection.	70	Nos.		
<b>ii)</b>	Conventional type Heat Detector (Visibility 360o) Certified to EN54 Part 5 Standard with IP43 Protection.	4	Nos.		
<b>iii)</b>	Conventional Alarm Sounder (WITH FLASHER) Certified to EN54 Part 3 Standard with IP21 Protection.	4	Nos.		
<b>iv)</b>	Conventional Resettable Push Button type Manual Call Point Certified to EN54 Part 11 Standard for indoor use or with IP32 Protection.	3	Nos.		
<b>v)</b>	Fire Alarm Control Panel – 04 Zones (Minimum 28 Devices per Zone) with backup batteries – 12V/05AH (Minimum) and auxiliary output relays for Fire and Fault Signals Certified to EN54 Part 2 & 4 Standards.	1	No.		
<b>b)</b>	<b>WIRING</b>				
	Wiring for all Devices wired in 20 mm dia PVC Conduit make Beta / Galco FIRE PROOF Clipped to surface or concealed in building fabric complete in all respect as per Site requirement with 2Core - 1.5 Sq.mm PVC insulated CI Fire Resistant Cable 300/500V Grade manufactured as per CI Standard: BS 6387 (CWZ) complete in all respects, as per site requirement.	2500	Rft.		
				<b>Total</b>	
				<b>13% SRB</b>	
				<b>Grand Total</b>	

## MANUFACTURER'S LIST FOR LIGHTING &amp; ELECTRICAL WORKS

S. #	DESCRIPTION	MAKE/BRAND
1	PVC Pipes & Accessories	Galco
		Jeddah
		Popular
		Nawab
		Adamjee
2	PVC Channel Patti / Dura Duct	Adamjee
		Jeddah
		Nawab
		Popular
3	MS Back Box/Pull Box/ Technological Box etc.	Local Made
4	Floor Box	Clopal
		Schneider
		Local made
5	Switch Socket Outlets (SSOs) / Switches	Schneider
		Orange
		Bosch
		Legrand
6	Industrial Sockets	Schneider
		Orange
7	DATA/ Voice Face Plates, RJ45/RJ11 I/Os / Connectors	3M
		Schneider
		Orange
		Bay-Net
8	Factory tested Patch / Drop Cords	3M
		Schneider
		Orange
		Bay-Net
9	Data Cabinet / Communication Rack	Local Made
10	Patch Panel	3M
		Orange
		Schneider
		Bay-Net
11	Front Cable Manager	Local Made
12	Telephone Junction Box	Local made
13	Telephone Wiring Block	Clipsal
14	Telephone Cable	Jelly Field
		Pakistan Cables
		Orange
15	Cat 6E, 23 AWG Cable	3M
		Orange
		Schneider



FOR NATIONAL BANK OF PAKISTAN

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## MANUFACTURER'S LIST FOR LIGHTING &amp; ELECTRICAL WORKS

S. #	DESCRIPTION	MAKE/BRAND
16	Electrical Wires / Cables	Pakistan Cables
		Newage Cables
		Fast Cables
		Universal Cables
		AGE Cables
17	Fire Alarm Panel and its Components	Zeta
		Inim
		Notifire
		Tyco
		Firelite
		Context Plus
		Honeywell
18	Fire Alarm Cables	Bosch
		Firecel
		Prysmian
		Belden
19	Lights (all types)	Context Plus
		Philips
		Osram
		Pierlite
20	Fans (all types)	FT
		Pak
		GFC
		Voldam
21	Distribution Board	Royal
		Universal
		Engineers & Engineers
		Prem Engineering
		NBI
		Bilal Engineering
		Power Electronics Pakistan (Pvt.) Ltd.
		SA Electric
Electromech		
22	Circuit Breakers	MS Engineering
		ABB
		MG
		Fuji
23	Change Over Switch	Schneider
		OPAS
		Kraus & Naimer
		Gave



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## MANUFACTURER'S LIST FOR LIGHTING &amp; ELECTRICAL WORKS

S. #	DESCRIPTION	MAKE/BRAND
24	Phase Selector Switch	OPAS
		Kraus & Naimer
		Gave
		Kelvin & Breter
25	Control Fuse	DF
		Socomec
		Legrand
		ETI
26	Cable Termination Connector Block in D.Bs	Legrand
		GE
27	Earth Copper Plate / Rod	Local made

**NOTE:**

The bidder will be responsible to supply and provide material of brand/manufacturers mentioned in the BOQ and in Annexure "A" as listed above only. However; in case of unavailability of the material of specified brand/maker; material of equivalent brand or of same specifications as given in the BOQ; can be arranged; subject to prior approval of the Bank. Otherwise no payment will be made.




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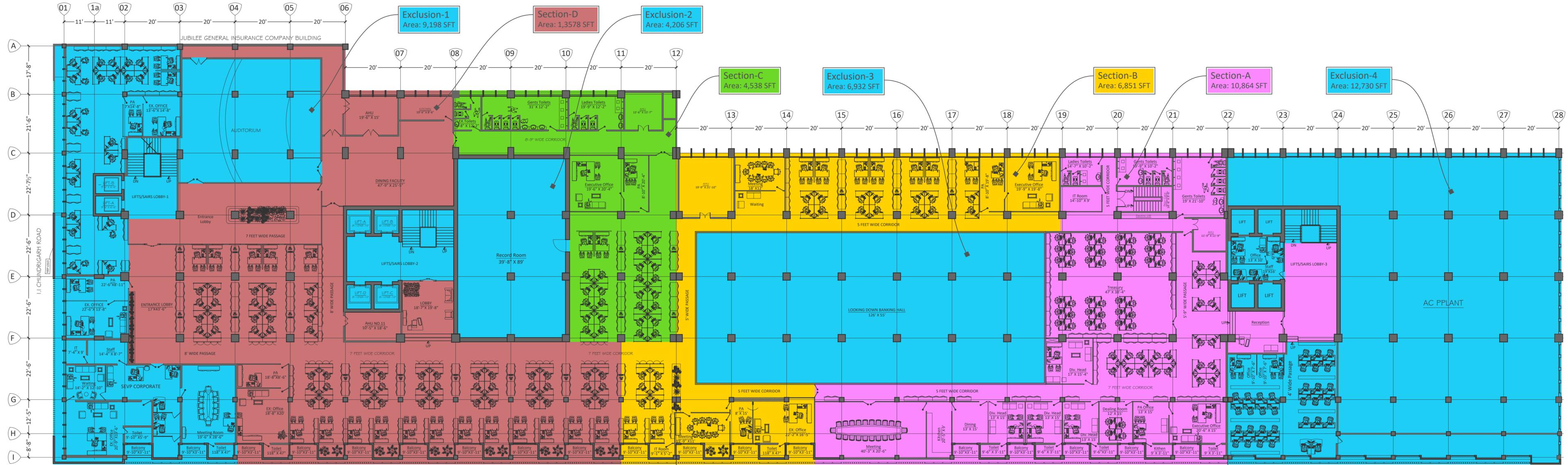
**FOR THE BIDDER**

(Duly signed &amp; stamped by the Authorized Representative)

**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE "B2"  
LETTER OF FINANCIAL BID ON BIDDER'S  
LETTERHEAD**

*(If require; Bidder may use additional space/pages in continuation;  
for relevant documents of same Annexure)*





**PROPOSED PLAN**  
 DRAWING FOR BIDDING DOCUMENTS

- NOTES**
1. Scope of Work Area ( Section-A + Section-B + Section-C + Section-D) = **33,066 SFT**
  2. Area not covered under Scope of Work (Exclusion-1 + Exclusion-2 + Exclusion-3+Exclusion-4) = **36,131 SFT**