



NATIONAL BANK OF PAKISTAN

**P/Fixing of Chain Link Fence, Vertical Fence, Mesh Wires & Gate Frames
etc. at NBP Cricket Ground NBP Sports Complex Clifton Karachi**

BIDDING AND CONTRACT DOCUMENTS

INVITATION FOR BIDS
INSTRUCTIONS TO BIDDERS
BID DATA SHEET
STANDARD FORMS OF BID
SCHEDULE OF PRICES
GENERAL CONDITIONS OF CONTRACT
CONTRACT DATA
FORMS OF CONTRACT

MAY 2023

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SECTION-I

INVITATION FOR BIDS



NATIONAL BANK OF PAKISTAN

INVITATION FOR BIDS

- 1) SCREEDING, WATER PROOFING AND MISCELLANEOUS WORKS AT ROOFTOP OF NBP SPORTS COMPLEX (CLUB SIDE BUILDING) CLIFTON, KARACHI
- 2) P/FIXING OF CHAIN LINK FENCE, VERTICAL FENCE, MESH WIRES & GATE FRAMES ETC. AT NBP CRICKET GROUND NBP SPORTS COMPLEX CLIFTON KARACHI
- 3) REPAIRING & PAINT WORK AT THE ELEVATION OF NBP HO BUILDING AND TEXTURE PAINT WORK IN PRESIDENT'S HALL AT 2ND FLOOR, NBP HEAD OFFICE, KARACHI

National Bank of Pakistan invites separate sealed bids for the procurement of services of a civil works constructor for aforesaid works with an active status on **FBR Active Taxpayer List & Sindh Revenue Board** and complying Eligibility Criteria may obtain or download the tender documents. Eligibility Criteria for bidding documents consists of the following:

- 1) A bidder should have a valid registration in **Pakistan Engineering Council** in financial category **C-6** or above with Specialization Code **CE-10** on bidding date.
- 2) Only constructor who has completed minimum two projects of similar nature or civil related works, costing not less than **Rs. 4.0 Million** during last **Five years** is eligible to bid.
- 3) Affidavit on non-judicial stamp paper of worth **Rs.100/-** that the Constructor has not been blacklisted in past by any Organization / Department for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practice.

For interested bidders, bidding documents; containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, etc. have been made available at the **Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi** during Office Hours up to **13th June, 2023** after submission of written application on Bidder's letter head for issuance of bidding documents, bidding documents Price (as per PPRA rule 23(5)) of Rs. 2000/- (Rupees Two Thousand Only) in a shape of Pay Order/Bank draft drawn in favor of National Bank of Pakistan; for each work; after submission of above stated Tax Registration proof and Eligibility Criteria Documents. Bidding documents can also be downloaded from NBP Website <http://www.nbp.com.pk/TENDER> free of cost.

All the interested bidders having downloaded the bidding documents, who wish to participate in the bidding, must submit documentary proof of aforementioned Tax Registrations and Eligibility Criteria in the office of the Wing Head, HO Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi, for Verification on or before **14th June, 2023**. In case of noncompliance/ineligibility, the Contractor will not be allowed to participate in the bidding process.

Each bid with Bid Security; prepared in accordance with the instructions contained in the respective bidding documents, must reach to the **Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi**, on or before **11:00 am, 15th June 2023**. Bids will be opened on the same day publicly in the above stated order at **11:30 am; 12:00 noon and 12:30 pm** respectively at same address (where bids are received) in the presence of Tender Opening Committee and bidder's representatives, who opt to attend. If office remains closed on bidding date for any reason, the bid will be opened on next working day at the same time and venue. This advertisement is also available on PPRA website at <https://www.ppra.org.pk> as well as on the National Bank of Pakistan website <https://www.nbp.com.pk/TENDER>

Wing Head,
Head Office Wing, Engineering Group, LCMG
3rd Floor, National Bank of Pakistan, Head Office
I.I Chundrigarh Road, Karachi.
Tel. +92-21-99220854, Ext No. 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).



A - INTRODUCTION

ITB.1 Scope of Bid

- 1.1 The Employer as defined in the Bid Data Sheet (BDS), hereinafter referred to as “**the Employer**” invites Bids for the Works specified in the Bid Data Sheet (BDS) and details given in the Section V: Schedule of Prices; hereinafter referred to as “**the Work**”.
- 1.2 Bidders must quote for the complete Scope of the Work. Any Bid not covering complete Scope of the Work 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.35 will be expected to complete the work within the time period specified in the BDS.

ITB.2 Sources of Funds

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

ITB.3 Eligible Bidders

- 3.1 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, having fulfilled the tax requirements and Eligibility Criteria as mentioned in the Invitation for Bids.
- 3.2 A Bidder may be a Sole Proprietor or Single Member Company, or Partnership Firm or Company or Corporate or Public or Semi-Public agency of Pakistan; having legal entity in Pakistan to perform the Work. Joint Ventures or Consortium shall not be permitted to submit the bid.
- 3.3 A Bidder may be ineligible if he fails to furnish necessary documentary evidence in pursuant to Invitation for Bids.
- 3.4 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 Services 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 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.

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.

ITB.5 Cost of Bidding

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



outcome of the bidding process.

ITB.6 Authorized Representative(s) of the Bidder

6.1 It will be the responsibility of the bidder to authorize any person or persons to act for and on behalf of the bidder, for the purpose of the bidding process; and issue necessary Authorization Letter for the Signatory of the Bid for and on behalf of the Bidder in pursuant to Sub Clause ITB.14.2 (a).

ITB.7 Site Visit

7.1 The bidders are advised to visit and examine the site of work and its surroundings and obtain for themselves on their own responsibility all information necessary for preparing the bid and entering into a contract for execution of the Services. 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 Sub-Contracting

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

ITB.9 Bid Opening Procedure

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



B - BIDDING DOCUMENTS

ITB.10 Contents of Bidding Documents

- 10.1 In pursuant to Rule 23 (2) of PPR 2004, the Bidding Documents are those as stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause ITB.12.2.
- a) Section I Invitation for Bids.
 - b) Section II Instructions to Bidders (ITB)
 - c) Section III Bid Data Sheet (BDS)
 - d) Section IV Standard Forms of Bid
Form-B1: Form of Bid;
Form-B2: Form of Bid Security
(Applicable if Bid Security is submitted in a form of Bank Guarantee)
 - e) Section V Schedule of Prices / Bill of Quantities (BOQ)
 - f) Section VI General Conditions of Contract (GCC)
 - g) Section VII Contract Data
 - h) Section VIII Forms of Contract
Form-C1: Form of Contract Agreement
Form-C2: Form of Performance Security
Form-C3: Form of Integrity Pact (if Contract value/cost is more than Rs.10.0 M)
- 10.2 The number of copies to be completed and returned with the Bid is specified in the BDS.
- 10.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Employer or the signed PDF version of complete bidding documents downloaded from the Employer's Website.
- 10.4 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

ITB.11 Clarification of Bidding Documents & Pre-Bid Meeting

- 11.1 Any prospective bidder requiring any clarification(s) may notify the Employer in writing at the given address and by one of the means as indicated in the BDS. The Employer within number of working days as specified in the BDS after receiving the request for clarifications will respond in writing or in electronic form 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 Sub Clause ITB.26.1.
- 11.2 Copies of the Employer's response will be forwarded to all identified prospective bidders, through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the Employer's Website, the response of all such queries will also be available on the same link available at the Employer's website.
- 11.3 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 representatives are invited at the Bidder's cost to attend. The purpose of the meeting will be to clarify issues and answer questions on the bid's requirements or any other aspects of the bidding documents. Non - attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 11.4 In pursuant to Sub Clause ITB.11.3; if a pre bid is held; the prospective bidders are encouraged to send their clarifications to the given address and by one of the means as indicated in the BDS; subject to Sub Clause ITB.11.1; not later than number of days; as mentioned in the BDS prior to the date of such pre bid meeting; so as to allow the Employer sufficient time to address the queries of the prospective bidders

- properly and effectively during the meeting; if possible.
- 11.5 Minutes of the pre-Bid meeting, if held in pursuant to Sub Clause ITB.11.3, 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 transmitted promptly to all the identified Bidders.
- 11.6 Any modifications to the Bidding Documents listed in Sub Clause ITB.10.1, 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.12.
- 11.7 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.12 Amendment of Bidding Documents

- 12.1 Before 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.
- 12.2 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.12.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Employer. The Employer shall promptly publish the Addendum at its Website: <http://www.nbp.com.pk>.
Provided that the bidder who had either already submitted their bid or handed over the bid to the courier 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.
- 12.3 The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum will have been taken into account by the Bidder in its bid.
- 12.4 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, 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.13 Language of Bid

13.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating 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 they 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 govern.

ITB.14 Documents and sample(s) constituting/comprising the Bid

14.1 The Bid prepared by the Bidder shall constitute the components to be submitted in a sealed Single Envelope as given hereunder in Sub Clause ITB.14.2.

14.2 Sealed Envelope marked as “Original” should contain the Original documents and other Sealed Envelope marked as “Copy” should contain the copies of Original documents; both comprising of the following:

- a) A Written confirmation (Power of Attorney/Authorization Letter) authorizing the Signatory of the Bid for and on behalf of the Bidder, containing following information must accompany the Bid:
 - i) The Name, Designation/Title in the Firm/Company etc. CNIC No., Email address and Contact No. of the Principal (a person; having a legal rights/authority to act for and on behalf of the bidder or to issue such Power of Attorney/Authorization letter;) must be mentioned on the Power of Attorney/Authorization Letter;
 - ii) The Power of Attorney/Authorization Letter should be provided on bidder’s letterhead;
 - iii) The Power of Attorney/Authorization Letter shall be in original with original signatures (scanned and electronic signatures shall not be acceptable);
 - iv) The Power of Attorney/Authorization Letter shall bear the Name, Specimen Signature and Specimen Initial of the Signatory of the Bid as well as his Designation/Title in the Firm/Company etc., CNIC No., Email address and Contact No;
 - v) However; if the Principal is the Signatory of the bid; no such authorization would be required;
- b) Documentary proof of the Principal establishing his legal rights/authority to act for and on behalf of the bidder.
- c) Form of Bid in pursuant to Clause ITB.18;
- d) Bid Security or Bank Guarantee in pursuant to Clause ITB.22;
- e) Completed Schedule of Prices / Bill of Quantities (BOQ) in pursuant to Clause ITB.19
- f) The completed Bidding Documents in pursuant to Clause ITB.24.
- g) Any other document/information; bidder feels mandatory to establish the works conformity to the bidding documents.

ITB.15 Sufficiency of Bid

15.1 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.

15.2 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.

ITB.16 Documents Establishing Bidder’s Eligibility and Qualifications

16.1 It is established that Bidder’s Eligibility and Qualification as stipulated in Invitation For Bids has already been verified before submission of the bids and only eligible bidders are allowed to submit their bids in due time.

ITB.17 Documents Establishing Works' Conformity to Bidding Documents

- 17.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder may furnish such documentation; if he desires so.
- 17.2 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 bidding documents are intended to be descriptive only and not restrictive.

ITB.18 Form of Bid

- 18.1 The Bidder shall fill the Form of Bid; furnished in the Bidding Documents. The Bid Form must be completed without any alterations to their formats and no substitute shall be accepted.
- 18.2 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration is made in the Form of Bid or any other part of Bidding Documents, or if these instructions are not fully complied with, the bid may be rejected.
- 18.3 The Form of Bid should be filled, signed and stamped by the authorized Signatory of the bid pursuant to Clause ITB.6; otherwise the bid will be rejected pursuant to Sub Clause ITB.32.4.

ITB.19 Bid Prices

- 19.1 The Bid Prices quoted by the Bidder in the Form of Bid and in the priced Schedule of Prices (BOQ) shall confirm to the requirements specified below in Sub-clauses of ITB.19 or exclusively mentioned hereinafter in the bidding documents.
- 19.2 The Bidder shall quote rates and prices for all items specified in the Scope of Works, and as listed in the Schedule of Prices (BOQ). Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when the contract is executed and shall be construed to be included in the prices of other items of the respective Section.
- 19.3 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 or to be paid by the Bidder itself) or liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.
- 19.4 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.32.3.
- 19.5 The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Federal / Provincial Department.

ITB.20 Currencies of Bid and Payments

- 20.1 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.21 Bid Validity Period

- 21.1 Bids shall remain valid for the period specified in the BDS. A Bid valid for a shorter period shall be rejected by the Employer as Non-Responsive, pursuant to Sub Clause ITB.32.3.
- 21.2 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.
- 21.3 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.22 in all respects.

- 21.4 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.22 Bid Security

- 22.1 The Bidder shall furnish as part of its Bid, a Bid Security in favor of the Employer; the amount and currency as specified in the BDS in any of the following forms:
- a) A Payment Order/Demand Draft/CDR
 - b) An unconditional Bank Guarantee issued by a Scheduled bank in the form provided in the Section IV (Standard Forms of Bid) or any other amended format duly approved by the Employer prior to the Bid submission; 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.21.3. In either case, the form must include the complete name of the Bidder;
- 22.2 The Bid Security shall be payable promptly upon written demand by the employer in case any of the conditions listed in Sub Clause ITB 22.6 are invoked.
- 22.3 Any Bid not accompanied by a Bid Security in accordance with Sub Clause ITB.22.1; shall be rejected by the Employer as non- responsive, pursuant to Clause ITB 32.
- 22.4 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.21. 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 procurement contract and the provision of a performance security, for the performance of the contract if such a performance security, is required in the Bidding 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 Bidding documents stipulate that no such withdrawal is permitted.
- 22.5 The most advantageous Bidder's Bid Security will be discharged as mentioned in the BDS after the signing of the contract by the bidder pursuant to Clause ITB.44; or furnishing the performance security (if required); in pursuant to Clause ITB.42.
- 22.6 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 ITB33.2 hereof;
 - c) In the case of a most advantageous bidder, if he fails to:
 - i) Furnish the required Performance Security in accordance with Clause ITB.42.1, or
 - ii) Sign the Agreement, in accordance with Clause ITB.44
- 22.7 In any event as specified in Sub Clause ITB.22.6, the Employer at his sole discretion may award works to second most advantageous bid.

ITB.23 Alternative Bids by the Bidder

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

ITB.24 Format and Signing of Bid

- 24.1 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.
- 24.2 The original bid shall be typed or written in indelible ink; wherever required and shall be signed and stamped by a person or persons duly authorized to sign on behalf of the Bidder in pursuant to Clause



- ITB.6; otherwise the bid shall be rejected pursuant to Sub Clause ITB.32.3.
- 24.3 The Signatory of the bid in pursuant to Clause ITB.6 signing the bid shall initial/sign and stamped all pages of the bid (which are not required to be filled-in by the bidder), except for the un-amended printed literature.
- 24.4 All Forms and Schedules to Bid are to be properly completed, signed and stamped by the Signatory of the bid in pursuant to Clause ITB.6.
- 24.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the bid.

D – SUBMISSION OF BIDS

ITB.25 Sealing and Marking of Bids

- 25.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope, securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 25.2 The inner and outer envelopes shall:
- i) be addressed to the Employer at the address specified in the Invitation for Bids; and
 - ii) bear the identification number (i.e. Reference No. of Invitation for Bids posted on NBP or PPRA Websites) and the title of the subject procurement or Project/Contract name, as the case may be 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 the BDS, pursuant to ITB 29.1.
- 25.3 In addition to the identifications required in pursuant to Sub Clauses ITB.25.2, 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.27.

ITB.26 Deadline for Submission of Bids

- 26.1 Bids shall be received (by hand or through courier/postal service) by the Employer at the address specified in the Invitation for Bids or in BDS, no later than the bid submission deadline specified in the Invitation for Bids or in BDS.
- 26.2 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.12, 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.27 Late Bids

- 27.1 The Employer shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB.26.1.
- 27.2 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.28 Withdrawal, Substitution and Modification of Bids

- 28.1 Before bid submission deadline as prescribed in Sub Clause ITB.26.1, any bidder may withdraw, substitute, or modify its original Bid after sending its request through a written notice, duly signed by an authorized representative for and on behalf of the bidder.
- 28.2 In case of Bidder’s request to substitute or modify, Revised Bid should be submitted in pursuant with Sub Clause ITB.28.1 and must accompany the respective written notice.
- 28.3 Original Bids requested to be withdrawn in accordance with ITB.28.1 shall be returned unopened to the Bidders in pursuant to Sub Clause ITB.29.3.
- 28.4 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.
- 28.5 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.22.6 (a).

E – BID OPENING AND EVALUATION

ITB.29 Opening of Bids

- 29.1 The Employer will open all Bids, in public, in the presence of Bidders’ or their representatives who choose to attend, and concerned Employer Officials / Tender Opening Committee at the place, on the date and at the time, specified in the Invitation for Bids or in the BDS.
- 29.2 The Bidders’ representatives present shall sign an attendance sheet as proof of their attendance.
- 29.3 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.28 and is read out at bid opening.
- 29.4 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.28 and is read out and recorded at bid opening.
- 29.5 Next, outer envelopes marked “MODIFICATION” shall be opened. No Bid/Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification in pursuant to Clause ITB.28 and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- 29.6 Other envelopes holding the Bids shall be opened one at a time, the Employer will open the Bid in public at the address, date and time specified in the Invitation for Bids or in the BDS in the presence of Bidder’s designated representatives who choose to attend and concerned Employer Officials / Tender Opening Committee. The Financial Proposals will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 29.7 The envelopes 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 or absence of a Bid Security, if required; and (d) Any discount or other details as the Employer may consider appropriate.
- 29.8 Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 29.9 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.
- 29.10 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.27.
- 29.11 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 if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security.
- 29.12 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.
- 29.13 A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

ITB.30 Confidentiality

- 30.1 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.

- 30.2 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 the Employer's prior written consent.
- 30.3 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.
- 30.4 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of its Bid.
- 30.5 Notwithstanding, Clause ITB 30.4 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.31 Clarification of Bids

- 31.1 To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the 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.
- 31.2 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 Eligibility or 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 ITB.31.3 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.33.
- 31.3 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)
- 31.4 Notwithstanding Clause ITB.30.4, 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.32 Preliminary Examination & Determination of Responsiveness of the Bids

- 32.1 Prior to the detailed evaluation of Bids, the Employer will determine whether the Bid:
- is quoted for complete scope of Works and does not deviate from the scope in pursuant with Clause ITB.1.2 and description of works stipulated in "Schedule of Prices" under Section V;*
 - meets the eligibility criteria defined in Clause ITB.3;*
 - is accompanied with a valid Bid Security in pursuant with Clause ITB.22;*
 - is submitted for specified Bid validity period in pursuant with Clause ITB.21;*
 - is submitted with Bid prices firm during the currency of the Contract;*
 - is complete with all the desired 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.14;*



- g) *is properly signed in pursuant with Clause ITB.24.;*
h) *is substantially responsive to the requirements of the Bidding Documents in pursuant to ITB.32.2. Employer's determination of a Bid's responsiveness will be based on the contents of the Bid itself.*
- 32.2 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 Services;*
 - 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.*
- 32.3 Failure to comply with the ITB.32.1 will result in the rejection of the Bid, being incomplete and non-responsive.
- 32.4 Bids submitted without a signed Bid Form by the authorized Signatory of the bid will be rejected.
- 32.5 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;*
 - 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*
 - f) *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.*
- 32.5 If a Bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be evaluated for complete responsiveness.

ITB.33 Correction of Errors

- 33.1 Financial Bids of the Bidders; 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 Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.*

33.2 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.22.6.

ITB.34 Evaluation and Comparison of Bids

- 34.1 The Employer will evaluate and compare only the bids determined to be substantially responsive pursuant to Clause ITB.31.
- 34.3 The 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.*
- 34.4 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.
- 34.4 No other evaluation criteria or methodologies shall be permitted.
- 34.5 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.42 may 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.35 Determination of Most Advantageous Bid

- 35.1 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 shall be the "Most Advantageous Bid" and respective Bidder shall be the "Most Advantageous Bidder".
- 35.2 Provided further that the Bidder is determined to perform the contract satisfactorily.

ITB.36 Post-Qualification of Abnormally Low Financial Proposal

- 36.1 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 Services) 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.
- 36.2 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.
- 36.3 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.16.
- 36.4 The determination will take into account the Bidder’s experience in the field. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 16, 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.
- 36.5 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.
- 36.6 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.37 Posting of Bid Evaluation Report

- 37.1 The Financial / Final Evaluation Report would be posted on the websites of 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.38 Criteria of Award

38.1 Subject to Clause ITB.37, the Employer will award the Contract to the Bidder, whose bid has determined to be the Most Advantageous Bid in pursuant to Clause ITB.35.

ITB.39 The Employer’s Right to Reject All Bids

- 39.1 Notwithstanding Clause ITB.38, 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 or proposal under Rule-33 (1) of PPR-2004. The Employer shall upon request communicate to any of the affected bidders who submitted a bid or proposal, the grounds for rejection of all bids or proposals, but is not required to justify those grounds.
- 39.2 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 or proposals.
- 39.3 Notice of the rejection of all bids or proposals shall be given promptly to all affected bidders, who have submitted bids or proposals.

ITB.40 The Employer’s Right to Vary Quantities at the Time of Award

40.1 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.41 Notification of Award (Letter of Acceptance)

- 41.1 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.
- 41.2 Such notification of Award will be made in a form of “Letter of Acceptance”.
- 41.3 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.
- 41.4 The notification of award i.e. “Letter of Acceptance” will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (if applicable) in accordance with Clause ITB.42 and signing of the Contract in accordance with Clause ITB.44.
- 41.5 Upon furnishing of the Performance Security Guarantee (if applicable and required) pursuant to Clause ITB 42 or otherwise entering into the Contract with the Most Advantageous Bidder, 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.22.4.

ITB.42 Performance Security

- 42.1 After the receipt of the Letter of Acceptance, if Performance Security is required to be submitted as specified categorically in the BDS; then the most advantageous bidder; within the number of days stated in the BDS or in the Letter of Acceptance, shall deliver to the Employer a Performance Security in the amount and in the form stipulated in the BDS.
- 42.2 Failure of the most advantageous Bidder to comply with the requirement of Clause ITB.42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Employer may make the award to the next ranked Bidder or call for new Bids.

ITB.43 Disqualification Prior to Contract Signing

- 43.1 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.
- 43.2 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.44 Signing of Contract Agreement

- 44.1 Within number of days as specified in the BDS from the date of furnishing of acceptable Performance Security (if required) under the Conditions of Contract, or within number of days as specified in the Letter of Acceptance (if Performance Security is not required) issued in pursuant to Clause ITB.41; the Most Advantageous Bidder shall submit the Contract Agreement in a form and manner provided in the Bidding Documents, incorporating all agreements between the parties.
- 44.2 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 Contract Agreement from the Most Advantageous Bidder by the Employer.
- 44.3 Upon the Most Advantageous Bidder's furnishing of the Performance Security (if required) or after number of days as specified in the BDS from the signing of Contract Agreement, the Employer will discharge its bid security.
- 44.4 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.45 Advance Payment

- 45.1 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.
- 45.2 Provided, an advance payment is allowed in pursuant with ITB.45.1; 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.46 Arbitrator

- 46.1 The Arbitrator shall be appointed by the mutual consent of both the parties as per the provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto

ITB.47 Integrity Pact

- 47.3 Under Rule 7 of PPR 2004, the most advantageous bidder should undertake to sign an Integrity pact on the prescribed format given in Form-C3 of Section VIII of the Bidding documents on its letterhead or as a part of the Contract Agreement, provided that the Contract cost exceeds Rs. 10.00 million.

ITB.48 Overriding Effect of PPR-2004

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



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 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.

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 Employer’s GRC may file an appeal before PPRA in pursuant to Rule-48(7) of PPR-2004.



SECTION-III
BID DATA SHEET (BDS)



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

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 Works:

P/Fixing of Chain Link Fence, Vertical Fence, Mesh Wires & Gate Frames etc. at NBP Cricket Ground NBP Sports Complex Clifton Karachi

1.3 Completion Period:

Sixty Days (60) days from the Date of Commencement

SUB SECTION B – BIDDING DOCUMENTS

10.2 Number of Copies with Original Bid to be submitted:

One Original plus One (01) Copy

11.1 Means for Clarifications:

Courier/Postal Service or by Email

Employer’s Address & Email for Clarifications:

Departmental Head, Civil; Engineering Wing Head Office, Engineering Group, LCMG; NBP, Head Office Building, I.I.Chundrigar Road, Karachi;

ali.arshad@nbp.com.pk

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

Five (05) 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

11.3 Pre bid Meeting:

A Pre bid Meeting, if proposed; will be held at time, day and venue mentioned in the Notice for Invitation for Bids published in Press and posted on PPRA and NBP Websites.

11.4 Clarifications for Pre bid Meeting

Two (02) days

12.4 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

21.1 Period of Bid Validity:

One Hundred Eighty (180) days from the date of Bid Opening.

22.1 Bid Security:

Rs. 200,000/- (Rupees Two Hundred Thousand Only), valid for a period of 28 days beyond the period of bid validity.



22.5 **Discharge of Most Advantageous Bidder's Bid Security**
Fifteen (15) days after withheld of 1st Retention Money or later than thirty (30) days from the expiration of the period of Bid Validity; whichever occurs earlier

24.1 **Number of Copies of the Bid to be submitted:**
Same as specified above at Clause 10.2

SUB SECTION D – SUBMISSION OF BIDS

25.2 **Employer's Address for the Purpose of Bid Submission:**
Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi
Title and Identification Number of Project / Contract:
The title of the Project/Contract is
"P/Fixing of Chain Link Fence, Vertical Fence, Mesh Wires & Gate Frames etc. at NBP Cricket Ground NBP Sports Complex Clifton Karachi"

The Identification Number:

Would be the PPRA No: and NBP No: of Notice for Invitation posted on PPRA and NBP Websites respectively.

26.1 **Deadline for Submission of Bids:**
Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi
11:00 am, 15th June, 2023

SUB SECTION E – BID OPENING AND EVALUATION

29.1 **Venue, Time, and Date of Bid Opening:**
Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi,
12:00 noon, 15th June, 2023

29.6 Same as above at 29.1

SUB SECTION F – AWARD OF CONTRACT

40.1 **Quantities Variations:**
Not more than 15% of related items.

41.3 **Acknowledgement of the Letter of Acceptance to be given by the Most Advantageous Bidder:**
Within three (03) working days from the date of receipt

42.1 **Performance Guarantee to be submitted by the Most Advantageous Bidder:**
Not required.

44.1 **Submission of Contract Agreement:**
Within seven (07) working days or as stated in the Letter of Acceptance or the Employer; may ask the bidder in writing subsequent upon in receipt of the valid Performance Security Guarantee (if required in pursuant to 42.1 above) from the bidder to submit the Contract as per Form - C1 of Section VIII.



44.2 **Signing of Contract Agreement:**

Within seven (07) working days after the receipt of Contract Agreement form the Most Advantageous Bidder.

44.3 **Discharge of Bid Security**

Same as above at 22.5

45.1 **Advance Payment:**

No advance Payment is allowed.

SECTION-IV

STANDARD FORMS OF BID



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)
Page 27 of 66

Form of Bid

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

(The Bidder must prepare this Form of 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: P/Fixing of Chain Link Fence, Vertical Fence, Mesh Wires & Gate Frames etc. at NBP Cricket Ground NBP Sports Complex Clifton Karachi

To: National Bank of Pakistan:

Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Special and General Conditions of Contract, Scope of Services and Schedule of Prices/BOQ and Addenda Nos. ___ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan are submitting the bid and hereby offer to render our services and fulfil the obligations and such works and remedy any defects therein in conformity with the said bidding documents Addenda thereto (if any) for the Total Bid Price of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents and declares as under:

1. We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (Clause ITB.12);
2. We meet the eligibility requirements and have no conflict of interest in accordance with Clause ITB.3.
3. We are hereby confirming NBP, to be the Appointing Authority, to appoint the adjudicator/arbitrator in case of any arisen disputes in accordance with Clause ITB.45.
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 Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 22;
5. 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.
6. We undertake, if we qualify and our Bid is accepted, to complete the Works within the Completion period as stated in the Bid Data Sheet.
7. 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.
8. The breakup of Bid Price is given in the "Schedule of Prices".
9. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in a form of _____ amounting to Rs. _____ (In Words: Rupees _____) drawn in your favor or made payable to you and valid for a period of twenty eight (28) days beyond the bid validity period.
10. 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.
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 understand that you are not bound to accept the Most Advantageous or any bid you may receive.



**SECTION IV – STANDARD FORMS OF BID
FORM-B1: FORM OF BID**

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: _____

Address: _____

C.N.I.C No: _____



Form of Bid Security

*(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.

NOW THEREFORE, if the Most Advantageous Bidder shall, within the period specified therein, on the

FOR NATIONAL BANK OF PAKISTAN



FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

**SECTION IV – STANDARD FORMS OF BID
FORM-B2: FORM OF BID SECURITY (BANK GUARANTEE)**

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 timespecified 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)



SECTION-V
SCHEDULE OF PRICES



1.1 Preamble to schedule of Prices

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings (if any).
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (SI Units) and Imperial System (if necessary)

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All related duties, taxes and other levies payable by the Contractor as per GOP rules shall be included in the rates and prices for each BOQ item.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.
The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.
- 4.5 (a) The Contractor shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the



complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted and detailed by the Contractor in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

6. Provisional Sums

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the /Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Employer to utilize such sums.



BILL OF QUANTITIES**P/FIXING OF CHAIN LINK FENCE, VERTICAL FENCE, MESH WIRES & GATE FRAMES ETC. AT NBP CRICKET
GROUND NBP SPORTS COMPLEX CLIFTON KARACHI****SUMMARY OF BOQ**

S#	Description	Amount (Rs.)
A	Civil Works	
	Grand Total	

(Amount in Words: Rupees _____)



BILL OF QUANTITIES**P/FIXING OF CHAIN LINK FENCE, VERTICAL FENCE, MESH WIRES & GATE FRAMES ETC. AT NBP CRICKET
GROUND NBP SPORTS COMPLEX CLIFTON KARACHI**

S#	Description	Qty	Unit	Rate	Amount
1	Removal/cutting of existing fence/MS Net, polyester, old fence post etc. complete in all respect. & removal/cutting materials shifted to any suitable location of NBP in Karachi as directed by the Project Manager. Including labor, transportation etc. Complete in all respect	1	Job		
2	Providing & fixing of vertical Fence Manufactured By M/s Dynamic Metals & Mesh or equivalent Post DN50; Thickness 3.65 mm (M), complete with base plate, hold fast, top cover & Two (02) coat paint with Primer (FCR Wash Primer-1219) on Galvanized post. Including PCC Foundation of 300x300x600mm [1:2:4] with backfilling & Compaction etc. complete in all respect & as directed by the Project Engineer.	775	Rft		
3	Providing and fixing of diagonal Braces DN32; 2mm complete with Two (02) coat paint with Primer [FCR Wash Primer -1219] and clamps including, line rail tensioned, brace bend and corner rail tensioner etc. Complete in all respect.	220	Rft		
4	Providing & Fixing of Chain Link Fence, Mesh Manufactured by M/s Dynamic Metals & Mesh or equivalent 2"x2"; wire 2.4/4mm PVC Coated; Height 8' Feet complete including fixing of tension wire 2.4/4mm, then fixing of fence with tying wire & proper alignment of fence. Complete in all respect	450	Rft		
5	Providing and fixing of single leaf Gate [Qty 1 Nos Size: W4' x H9'] & DBL Leaf [Qty 2 Nos Size: W8' x H9']; Gate Frame 60mm OD; 2.5mm; Gate Post 88mm OD; 2.9mm complete with installation & civil works. Including PCC foundation of 400x400x750mm with backfilling & Compaction [1:2:4] etc. Complete in all respect	200	Sft		
6	P/Fixing Cricket net polyester double layer, Manufactured by M/s Cereburum Sports machine made high quality box size: 1.75 inch, provide extra strength best for hard & soft ball, with strong parachute border & green color etc. complete in all respect	8,000	Sft		
7	P/fixing 3mm (2ply) fiber shade with the frame 2" MS square pipe of 16 gauge & using of 1" MS Square pipe 16 gauge for inside having distance 2x2 & vertical pipe 5" dia MS round pipe 16 gauge including 3 coats enamel paint with & grouting with concrete 1:2:4 etc as directed by Project Engineer. Complete in all respect	600	Sft		
				Total	
				13% SRB	
				Grand Total	

(Amount in Words: Rupees _____)

Note:

- Flat Measurement will be taken at the time of billing and payment will be made as per actual work done at site.



SECTION–VI
GENERAL CONDITIONS OF CONTRACT
(GCC)



1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

- 1.1.1 **“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 Specifications, the Bill of Quantities, the bid, the Letter of Acceptance etc.
- 1.1.2 **“Specifications”** mean the specifications of the works to be carried out by the Contractor; included in the Contract i.e. “Schedule of Prices / Bill of Quantities” and any modifications thereof or addition thereto made under the Clause 12 or submitted by the Contractor and approved by the Engineer.
- 1.1.3 **“Bill of Quantities”** or **“Schedule of Prices”** are the same terms used interchangeably and means the priced and completed Bill of Quantities or Schedule of Prices forming part of the Contract.
- 1.1.4 **“Letter of Acceptance”** means the formal acceptance of the Bid/Tender by the Employer.
- 1.1.5 **“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.
- 1.1.6 **“Certificate of Work Commencement”** means the Certificate or Letter issued by the Employer to the Contractor; stating the Work Commencement Date.
- 1.1.7 **“Tender”** or **“Bid”** are the same terms used interchangeably and 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.
- 1.1.8 **“Completion Certificate”** means confirmation regarding overall completion of the entire Contract works issued in pursuant to Clause 10.

Persons

- 1.1.9 **“Employer”** means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.10 **“Contractor”** means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.11 **“Party”** means either the Employer or the Contractor and **“Parties”** mean both of them.
- 1.1.12 **“Engineer”** means the authorized person notified by the Employer to act for and on behalf of the Employer for the purpose of the execution of the “Works” under the Contract and named as such in the Contract Data.
- 1.1.13 **“Site Supervisor”** means the authorized person of the Contractor to act for and on behalf of the Contractor at the site of works and is responsible to get the desired works performed or provide necessary services in accordance to the Contract and stipulated in the “Schedule of Prices” under his supervision.

Date, Times and Periods

- 1.1.14 **“Commencement Date”** means the date from which the Contractor can Start the Works as stated in the Certificate of Work Commencement issued by the Employer in pursuant to Clause 41.
- 1.1.15 **“Time for Completion”** means the time for completing the Works as specified in the Contract Data (or as extended under Sub Clause 9.3 calculated from the Commencement Date.
- 1.1.16 **“Day”** means a Calendar day.



Money and Payments

- 1.1.17 **"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.
- 1.1.18 **"Costs"** 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.
- 1.1.19 **"Retention Money"** means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 13.4.
- 1.1.20 **"Interim Payment"** means any payment made by the Employer during the Completion period.
- 1.1.21 **"Final Payment"** means the final payment made by the Employer pursuant to sub Clause 60.8

Site, Works and Equipment

- 1.1.22 **"Works"** means any or all the works whether Supply, Installation, Testing, Commissioning etc. and design (if any) to be executed or performed by the Contractor including temporary works and any variation thereof; in accordance to total scope of works.
- 1.1.23 **"Materials"** means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.24 **"Plant"** means machinery, apparatus and the like intended to form or forming part of the Works.
- 1.1.25 **"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.
- 1.1.26 **"Site"** means the places or areas or premises where the Contract Works are to be executed or performed and any other places as may be specifically designated in the Contract as forming part of the Site.
- 1.1.27 **"Variation"** means a change which is instructed by the Employer under Sub-Clause 10.1.

Other Definitions

- 1.1.28 **"Applicable Law"** means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.
- 1.1.29 **"Arbitrator"** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the Clause 17 hereunder.
- 1.1.30 **"Authority"** means Public Procurement Regulatory Authority.
- 1.1.31 **"Governments"** means the Federal or Provincial or Local bodies or any other form of Governments prevailing in the Islamic Republic of Pakistan.
- 1.1.32 **"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 any proposed methodology to work or any material information or any commercial aspect related to the Services under the contract.
- 1.1.33 **"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.
- 1.1.34 **"Country"** means the Islamic Republic of Pakistan.
- 1.1.35 **"Employer's Risks"** means those matters listed in Sub-Clause 6.1.
- 1.1.36 **"Force Majeure"** means an unforeseeable event, condition or circumstance which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to fault or negligence or lack of care on the part of the Party and which could not have been avoided by due diligence and use of reasonable efforts and which makes a Party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances and includes, but is not limited to, war, insurrection or riots, civil disorder, earthquake, fire, explosion,



storm, flood, epidemics, or adverse weather conditions or other nature calamity or act of God, strikes or other labor disputes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

1.2 Interpretation

- 1.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 1.2.2 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.
- 1.2.3 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 and persons or parties shall include firms and organizations. Words have their ordinary meaning under the language of the Contract unless specifically defined.

1.3 Priority of Documents

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

1.4 Governing Language and Communication

The Contract and all correspondence and documents relating to the contract exchanged by the Contractor and the Employer shall be written in the English Language.

1.5 Relationships of the Parties

The Contractor has been retained by the Employer as an independent contractor to execute the works, in accordance with Prudent Industry 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.

1.6 Independent Contractor Status

- 1.6.1 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 all Governments taxes including but not limited to Sales Tax, income tax/withholding tax is Contractor's responsibility.
- 1.6.2 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) or staff is entitled under his/her contract with the Contractor. All claims made by the Contractor's employee (s) or staff shall be dealt with exclusively by the Contractor.
- 1.6.3 None of the Contractor's employee (s) or staff 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 the performance of this contract.

1.7 Statutory Obligations

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

1.8 Assignment

None of the parties may assign its rights or obligations under this Contract without the prior written consent of the other party.

1.9 Notices

All notices and other communications (collectively "**Notices**") required or permitted under this Contract shall be in writing and shall be given to each party at its Office address or email address, to be shared by the parties soon after the effectiveness of Contract or from the Engineer to the Plant Manager.

1.10 Integrity Pact

For Contracts of worth Rupee Ten (10) Million or more, the duly signed Integrity Pact attached in the Forms of Contract shall be submitted by the Contractor and shall be binding till Expiry of the Contract period. In other cases, this Clause of the Contract is not applicable.

1.11 Amendments

No amendments or modifications of this Contract shall be valid unless evidenced in writing and signed by duly authorized representatives of both the parties.

1.12 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.

1.13 Miscellaneous provisions

1.13.1 Survival

Notwithstanding any provisions herein to the contrary, the obligations set forth in Clause 2 and 4 and the liabilities set forth in Clause 18, shall survive in full force despite the expiration or termination of this Contract.

1.13.2 Fines and Penalties

If during the term of this Contract any governmental or regulatory authority or agency assesses any fines or penalties against Contractor or the Employer arising from Contractor's failure to perform the Services in accordance with applicable Laws without the employer's prior written consent, such fines and penalties shall, be the sole responsibility of Contractor and shall not be deemed to be compensated by the Employer.

1.14 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.

1.15 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.

1.16 Declarations

- 1.16.1 The Contractor hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Employer through any corrupt business practice.
- 1.16.2 The terms and conditions and the Schedules thereto represent the entire Contract and understanding between the Employer and the Contractor, in relation to the subject matter hereof and supersede all previous agreements and/or understandings between the parties in relation thereto.
- 1.16.3 Unless expressly provided, no term of this Contract is enforceable by any third party.
- 1.16.4 This Contract is personal to Contractor and Contractor shall not assign or subcontract any of its rights or obligations under it.



2. THE EMPLOYER**2.1 Provision of Site**

- 2.1.1 The Employer shall provide the Site and right of access to the Contractor and its Staff or labor thereto at the times stated in the Contract Data.
- 2.1.2 Such access to all concerned parts of the buildings/ Premises where works are to be performed or executed under the Contract; will only be possible; after necessary verifications as per the Employer's Security Protocol),
- 2.1.3 The Employer shall provide necessary Security clearances and Access cards or labor passes to all Contractor Staff/labor; subject to its prevailing Security protocols; which shall be bound on the Contractor.

2.2 Permits etc.

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

2.3 Provision of Utilities supply

- 2.3.1 The Employer will be responsible to provide desired, utilities; such as electricity or water for the execution of the works at site as required on daily or need arise basis.
- 2.3.2 However, necessary cabling or piping or any other means etc. required to be connected from the Employer's existing connection/provision for the said utilizes supply will be the responsibility of the Contractor; and the Employer will not be responsible for any such cost or provision.

2.4 Employer's Instructions

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

2.5 Approvals

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

2.6 Performance / Completion Certificate

The Employer may issue a Performance certificate during the pendency of the Contract or Completion Certificate after satisfactory completion of the Contract to the Contractor; however; subject to a written request of the Contractor.

3. EMPLOYER'S REPRESENTATIVES**3.1 Authorized Person**

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

3.2 Employer's Representative

The name and address of Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Employer, the delegated duties and authority before the Commencement of Works.



4. THE CONTRACTOR

4.1 General Obligations

- 4.1.1 The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment which may be required.
- 4.1.2 The Contractor shall perform the works required under this Contract and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and existing prudent industry practices, and shall observe sound management practices.
- 4.1.3 If at any time during the performance of the Contract, the Contractor should encounter conditions impeding timely delivery of the performance of part or whole of the Works, the Contractor shall promptly notify the Employer in writing or in electronic forms that provide record of the content of communication of the fact of the delay; its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for completion of works, with or without liquidated damages.
- 4.1.4 The Contractor shall always act in good faith in respect of any matter relating to this Contract or to the works, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Contractors or third parties.
- 4.1.5 In the course of the execution of the works the Contractor shall comply with all requirements of the Employer.
- 4.1.6 The Contractor shall comply with all applicable laws, rules and regulations of the Governments of Pakistan and instructions and customary practices of the Employer.
- 4.1.7 All individuals engaged by the Contractor to execute the works shall be the responsibility of the Contractor, and their working hours, rates of compensation and all other matters relating to their employment or engagement or deputation shall be determined solely by the Contractor.
- 4.1.8 Contractor shall follow professional official etiquette, industry best practices and adequate standards of hygiene while executing the works like avoidance of abusive language by its labor or staff. The Contractor shall not act in a way which is prejudicial to the Employer's interests or business.
- 4.1.9 The Contractor/or their resources to hold requisite power, authority and valid license and authority to carry out the Contract and execute works mentioned In the Contract. The Contractor shall obtain or renew all permits, NOCs, licenses, certificates or registrations etc. that may be required to execute the works under this Contract.
- 4.1.10 With respect to labor matters, hiring personnel, and employment policies, Contractor shall comply with all applicable Laws. The Contractor also shall act in a reasonable manner that is consistent with the intent and purpose of this Contract and with Contractor's acknowledgment (hereby given) that Contractor has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate the Employer.
- 4.1.11 The Contractor shall promptly notify the Employer of any matter coming to their knowledge that could have a material effect on the business or affairs of the Employer.
- 4.1.12 If the Employer finds that any of the Contractor's Staff or labor have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of any of its employees; then the Contractor shall, arrange for respective replacement.
- 4.1.13 The Contractor will be responsible for any hindrance in the work from any or all Governments and should sort out the dispute at his own cost.
- 4.1.14 The contractor should also deal with all the Utility Companies of the and any other agency for shifting gate, fixture, fittings, furniture telephone cables and shifting of electric lines and meters etc. at his own cost. The bank will only pay departmental charges to the concerned Department on actual production of receipts/bills



- 4.1.15 The contractor should arrange power loading/unloading & labor charges from the Ground to the working site or vice versa at its own, the Employer is not responsible for this in any case.
- 4.1.16 The Contractor shall clean the entire working site after completion of work and shall dispose all the garbage/debris/residual from the working site and throwing the same outside the Employer's or KMC limits.
- 4.1.17 Detail of work and measurement should be submitted with final/running bills

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (14) working days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Guarantee or Guarantee from an insurance company having at least AA rating from PACRA/JCR for the amount and validity; if required and specified in the Contract Data.

4.5 Warranty

The Contractor warrants that the goods supplied under the Contract are new, unused, of the most recent or current models, and that have they incorporated all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all goods supplied under the Contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the Contractor; that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

5. DESIGN BY CONTRACTOR

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

6. LIMITATIONS OF THE CONTRACTOR

Notwithstanding any provision in this Contract to the contrary, unless previously approved by The Employer in writing or through the Employer's approval, Contractor and any employee, representative, labor, staff or other agent of Contractor are prohibited from taking the specified actions with respect to the matters indicated below.

- 6.1 **Disposition of Assets:** Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of the Employer, including any property or assets purchased by Contractor where the purchase cost is paid by the Employer;



- 6.2 **Contract:** Make, enter into, execute, amend, modify or supplement any contract or agreement
- a) on behalf of, in the name of, or purporting to bind the Employer or
 - b) that prohibits or otherwise restricts Contractor's right to assign such contract or agreement to the Employer at any time;
- 6.3 **Lawsuits and Settlements:** Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, the Employer or Contractor, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;
- 6.4 **Liens:** Create, incur or assume any lien upon the works under the Contract;
- 6.5 **Transactions on Behalf of Others:** Engage in any other transaction on behalf of the Employer or any other person or entity not expressly authorized by this Contract or that violates applicable Laws, this Contract or any Contract Agreement; or
- 6.6 **Agreements:** Enter into any agreement to do any of the foregoing.

7. CONFLICT OF INTEREST

- a) Contractor and its Staff or any other Contractor's Employee(s) or their affiliates should not to benefit from Commissions and Discounts.
- b) Payment against the Contract Works should constitute the sole payment to the Contractor.
- c) The Contractor shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract.
- d) The Contractor shall ensure that the Contractor's Employee (s); or their affiliates shall not receive any additional payment.
- e) Contractor and its Staff or labor or any other Contractor's Employee(s) or their affiliates shall not be indulged any Conflicting Activities within the Employer's premises or site of works.
- f) Neither the Contractor or its Staff or labor nor any other Contractor's Employee(s) or their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract.

8. EMPLOYER'S RISKS

8.1 The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;



- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings (if any), late delivery of designs and drawings of any part of the Works by the Employer’s personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.4 unless it is attributable to the Contractor’s failure; and
- i) physical obstruction or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

9. TIME FOR COMPLETION

9.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date as specified in the Certificate of Work Commencement to be issued by the Employer and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 9.3 below, within the Time for Completion.

9.2 Program

Within the time stated in the Contract Data, the Contractor shall submit to the Employer a program for the Works in the form stated in the Contract Data.

9.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer of any event(s) falling within the scope of Sub-Clause 8.1 or 12.5 of these Conditions of Contract and request the Employer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer within such period as may be prescribed by the Employer for the same; and the Employer shall extend the Time for Completion as determined.

9.4 Liquidated Damages for Delay or Late Completion

If the Contractor fails to comply with the Time for Completion in accordance with Clause 9, for the whole of the Works, then the Contractor shall pay to the Employer the relevant sum stated in the Contract Data 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, subject to the applicable limit stated in the Contract Data. 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.

9.5 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.

10. TAKING-OVER / COMPLETION

10.1 Completion

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

10.2 Taking-Over Notice and Completion Certificate

Within fourteen (14) working days of the receipt of the said notice of completion from the Contractor the Employer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

11. REMEDYING DEFECTS

11.1 Remedying Defects

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

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

11.2 Uncovering and Testing

The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 12.2.

11.3 Failure to remedying Defects

Failure to remedy any defect(s) or complete the outstanding works except the defects not attributable to the Contractor, to the entire satisfaction of the Employer within a notified time shall entitle the Employer to extend the Defect Liability Period and / or carry out all necessary works at the Contractor's risk and cost in accordance with Sub Clauses Clause 14.1 and 14.6.

12. VARIATIONS AND CLAIMS

12.1 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 construction 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 12. 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.

12.2 **Right to Vary**

In pursuant to Clause 12.1, the Employer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer in writing and if the same are not refuted/denied by the Employer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

12.3 **Instructions for Variations**

The Contractor shall not make any such variation without an instruction of the Engineer in pursuant to Clause 12.2. 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.

12.4 **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Employer considers appropriate, or

12.5 **Early Warning**

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

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

12.6 **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Employer within fourteen (14) days of the occurrence of cause.

12.7 **Variation and Claim Procedure**

The Contractor shall submit to the Employer an itemized make-up of the value of variations and claims



within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

13. CONTRACT PRICE AND PAYMENT

13.1 a) Terms of Payments

The amount due to the Contractor under any Running Bill Payment pursuant to this Clause, or to any other terms of the Contract, shall, be paid by the Employer to the Contractor within fifteen (15) working days after such Running Bill has been jointly verified by the Employer and Contractor, or, in the case of the Final Bill Payment, within thirty (30) working days after such Final Bill has been jointly verified by the Employer and Contractor. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Sub Clause 14.1.

b) Delayed Verification of Bill due to Contractor

In pursuant to Clause 13.1 (a); if the Bill is delayed due to non-verification of the Bill by the Contractor due to any reason; whatsoever or his refusal to agree to the verified quantities or amounts; the delay in verification and subsequent payment will be on the Contractor's part with no entitlement of any sort to the Contractor.

c) Imbalanced Bid

In case of imbalanced bid (abnormally high/low rates than market / Employer's estimate) duly justified by the Contractor, the payments against such running bills will be made by the Employer up to 70%; of the running Bill after required deductions. The remaining amount will be settled at the time of final settlement upon completion of work to the satisfaction of the Employer.

13.2 Valuation of the Works

The Works shall be valued as provided for in the Contract Data; in accordance to the following:

- a) the value of the Works executed subject to Clause 12; and
- b) the percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

13.3 Running or Final Bill Payments

Within a period not exceeding forty (45) working days for the Running Bill and sixty (60) working days for the Final Bill from the date of submission of the Running/Final Bill Payment by the Contractor as per percentage stated in the Contract data of the value of works verified, the Employer shall pay to the Contractor subject to Clause 9.4; the sum verified less retention money at the rate stated in the Contract Data and all applicable taxes and duties.

13.4 Retention Money

Retention money withheld shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 11.1, whichever is the later.

If the Contractor fails to complete the Works and rectification of any defect as per the entire satisfaction of the Employer under Clause 11, this Retention Money and Performance Security (if submitted) will be withheld by the Employer and it shall be released after adjustment of the claims against the Contractor or cost of any defects corrected through other sources or Contractors at the risk and cost of the Contractor.



13.5 Advance Payment

No Advance Payment would be made and Contractor will have to manage start of works through his own resources.

13.6 Currency

Payment shall be in the Pak Rupees only.

13.7 Taxes and Duties

- a) All applicable taxes and duties as per Governments of Pakistan shall be deducted by the Employer at source unless a valid tax/ duty exemption certificate is submitted by the Contractor.
- b) The Contractor is bound to pay all liabilities, license fees etc. due to concerned department directly, and is bound to discharge all duties and liabilities in this regard.
- c) Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted by the Contractor without any liability on the Employer.
- d) In pursuant to Sub Clauses 13.7 (a),(b) or (c); no increase will be entertained; and prices quoted in the Schedule of prices will remain fixed for the Contract Duration.

13.8 Price Adjustments

In the context of this contract; no price adjustments are allowed since this is a Fixed Rates Based Contract.

13.9 No Claim certificate

No claim certificate will be submitted by the contractor with final bill without which no payment will be made to the contractor.

14. DEFAULT**14.1 Default by Contractor**

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

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

14.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) working days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) working days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) working days, terminate the Contract. The Contractor shall then demobilize from the Site.



14.3 Employer’s Convenience

The Employer shall be entitled to terminate the Contract, at any time for the Employer’s Convenience, by giving notice of such termination to the Contractor. The termination shall take effect within fifteen (15) days after the Contractor receives the notice.

14.4 Insolvency

If a Party is declared (or is likely to be declared) insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor’s insolvency; any Contractor’s Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

14.5 Criminal / Offensive act by the Contractor or his employees:

If the Contractor or any of his employees commits a serious crime within the premise of the Employer which can result in Police action under Penal Code Act of Pakistan, the Employer may terminate the Contract by serving a notice to the Contractor and the Contractor shall demobilize the site leaving behind the Contractor’s equipment required for completion of the outstanding works at the risk and cost of the Contractor.

14.6 Actions in case of failure of the Contractor

If the Contractor fails to complete the Works even when the amount of Liquidated damages has reached to the maximum fixed limit or the Contractor abandons or suspends the Works, or commits breach of the terms and conditions of the Contract, the Contractor or any of its employees commits a serious crime within the premises of the Employer which can result in Police action under Penal Code Act of Pakistan or in any case in which the Contractor shall have rendered himself liable to pay compensation/Liquidated damages, the decision of the Employer will be final and conclusive, without prejudice to any right or remedies, shall have power to adopt all or any of the following courses as he may deem best suited to the interest of the Employer:

- a) To rescind the Contract (of which the recession notice in writing to the Contractor by the Employer shall be conclusive evidence) and in which case the retention money and Performance Security of the Contractor shall be forfeited and be absolutely at the disposal of the Employer;
- b) To employ labor paid by the Employer and to supply materials to carry out the Works or any parts of the Works, debiting the Contractor with the cost of all the labor paid and price of the materials (of the amount of which cost and price, a certificate of the Employer shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms and conditions of this Contract, the certificate of the Employer as to the value of the work done shall be final and conclusive against the Contractor;
- c) To measure up the works of the Contractor and to take such part thereof as shall be un-executed out of his hands and give it to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole had been executed by him (of the amount of which excess the certificate in writing of the Employer shall be final and conclusive) shall be borne and paid by the original Contractor under the Contract or otherwise, or from his retention money or proceeds of the sale thereof or sufficient part thereof;
- d) If any of the above courses being adopted by the Employer, the Contractor shall have no claim to compensation for any loss sustained by him by reasons or his having purchased or procured any material, or entered into any engagements or make any advances on account of, or with a view to the execution of the works or the performance of the Contract. And in case the Contract shall be rescinded under the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any works therefore actually performed under this contract unless and until the Employer will have



certified in writing the performance of such works and the value payable in respect thereof and he shall be only be entitled to be paid the value so certified;

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

14.7 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1, the Employer shall be entitled to a sum equivalent to the value of the Works not executed at the date of the termination, and
- d) if the Employer has terminated under Sub-Clause 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- e) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.
- f) If the total amount already released by the Employer exceeds any payment due to the Contractor, the difference shall be a recovered from the balance payable amounts or the Retention Money along with the performance Security.
- g) No payment shall be made against the leftover materials, machinery, plants etc. brought by the Contractor and against his demobilization.

15. **RISKS AND RESPONSIBILITIES**

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

Subject to Sub-Clause 11.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's issuance of Certificate of Completion under Sub-Clause 10.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

15.2 **Force Majeure**

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

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



After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Clause 12;
- b) less any sums to which the Employer is entitled.

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

16. INSURANCE

16.1 Arrangements

The Contractor shall on joint name of employer and Contractor procure a contractor's all risks of physical loss or damage insurance policy, covering all risk to Works, third party, and all risks of physical loss to labor or damage caused to the Contractor's plants, equipment, materials and any other asset(s) belonging to the Contractor.

Insurance Policy shall cover the damages to the structure, stores if supplied by the Employer caused by fire, including lightening, riots, strikes, storm, cyclones, flood, earthquake, theft, etc.

16.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

17. RESOLUTION OF DISPUTES

17.1 Employer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Employer/Contractor, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) working days after the day on which he received such reference, the Employer / Contractor shall give notice of his decision to the other party

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

17.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision or if no decision is given within the time set out in Sub-Clause 17.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) working days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision by an arbitrator.

17.3 Arbitration



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

18. INDEMNIFICATION AND LIABILITIES

18.1 The Contractor

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) Any Government Permits, Licenses, etc. that may be required for performing the Works contemplated under the Contract.
- h) 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.
- i) 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.
- j) 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.

18.2 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.

18.3 Confidentiality

Except with the consent in writing of the Employer, Contractor shall keep strictly confidential and not make use of any confidential information supplied by the Employer other than to perform this Contract, and shall impose the same obligations on its employees and other third parties (including sub-contractors).

19. CODE OF CONDUCT AND MECHANISM OF BLACKLISTING

19.1 Code of Conduct

The Employer desires that Contractor and 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.

19.2 Mechanism of Blacklisting

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:

- 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.

19.2.1 The show cause notice shall contain:

- a) precise allegation, against the Contractor;
- b) the maximum period for which the Employer proposes to debar the 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 Contractor from participating in public procurements of all the procuring agencies.

19.2.2 The Employer shall give minimum of seven days to the Contractor for submission of written reply of the show cause notice.

19.2.3 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 availed.

19.2.4 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.

19.2.5 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 availed.

19.2.6 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.

19.2.7 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.

19.2.8 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.

19.2.9 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.

19.2.10 The decision of PPRA will be considered as Final.

20. INTEGRITY PACT

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

- a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- b) terminate the Contract; and
- c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 14.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.



SECTION–VII
CONTRACT DATA



CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Bidding Documents.)

General Conditions of Contract**Clause Reference**

- 1.1.9 **The Employer** means
National Bank of Pakistan
- 1.1.10 **The Contractor** means
Most Advantageous Bidder to whom Contract is awarded.
- 1.1.12 **The Engineer** means
Departmental Head, Civil Department; Head Office Wing, Engineering Group, LCMG; NBP, Head Office Building, I.I.Chundrigar Road, Karachi;
ali.arshad@nbp.com.pk
- 1.1.15 **Time for Completion**
Sixty (60) days
- 1.3 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
 - (b) Schedule of Prices
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Contractor's Bid
 - (g) Letter of Acceptance
 - (h) Certificate of Work Commencement
 - (i) Integrity Pact (Provided Contract value is above Rs.10 M)
- 2.1 **Provision of Site:** On the Commencement Date
- 3.1 **Authorized Person:**
Departmental Head, Civil Department; Head Office Wing, Engineering Group, LCMG; NBP
- 3.2 **Name and address of Employer's representative:**
Mr. Arshad Ali – AVP / Project Manager
Departmental Head, Civil Department; Head Office Wing, Engineering Group, LCMG; NBP, Head Office Building, I.I.Chundrigar Road, Karachi;
- 4.4 **Performance Security:**
----- NOT APPLICABLE -----
- 9.2 **Program:**
Time for submission: Within Seven (07) days of the Commencement Date.
Form of program: (Bar Chart/CPM/PERT or other)



- 9.4 **Liquidated Damages:**
0.1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance
- 11.1 **Period for remedying defects:** 180 Days
- 13.2(b) **Percentage of value of Materials and Plant:**
- | | |
|-----------|---------------|
| Materials | Seventy (70%) |
| Plant | Ninety (90%) |
- 13.3 **Percentage of Payment:**
Seventy (70%) of the valuation of the works as verified under the Running Bill Payment;
Hundred (100%) of the valuation of the works as verified under the Final Bill Payment.
Percentage of Retention: Five (5%)
- 13.4 **Retention Money Payment:**
After completion of period for remedying defects or rectification of the defects arising during the period of remedying defects, whichever occurs later.
- 16.1 **Insurance:**
The Works
Amount of Cover: The sum stated in Letter of Acceptance plus fifteen percent 15%.
Contractor 's Equipment
Amount of Cover :Full replacement Cost
Injury to Person and Damaged to Property including Third party 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
- 17.3 **Arbitration**
Place of Arbitration: NBP Head Office, Karachi



SECTION–VIII
FORMS OF CONTRACT



FORM OF CONTRACT AGREEMENT

(To be submitted on Non-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 _____; having its registered Office at _____ (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 Form of Bid
 - b. The priced Schedule of Prices (BOQ)
 - c. The General Conditions of Contract (GCC) and Contract Data
 - d. The Letter of Acceptance Ref No: _____ dated: _____ duly accepted by the Contractor
 - e. The Certificate of Contract Commencement.
 - f. The completed Contractor’s bid
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.



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)



FORM OF PERFORMANCE SECURITY

(To be submitted in a form of Bank Guarantee from any Scheduled Bank of Pakistan or Insurance Company on Non-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

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 INTEGRITY PACT

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

Contract No: _____ Dated: _____

Contract Value (Figures and in words): _____

Contract Title: _____

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

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

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

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

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

Signature of the Contractor

(Seal)

Signature of NBP

(Seal)

