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# **INVITATION FOR BIDS**

## INVITATION FOR BIDS

**Bid Ref. No. PRC/PROC/Fire-System/2024**

1. “Pakistan Reinsurance Company Limited (PRCL), Ministry of Commerce, Government of Pakistan” (the “Employer”) has received financing / Funds towards the cost of Upgradation of Firefighting System at PRCL, HOK and it is intended that part of the proceeds of the funds will be applied to eligible payments under the contract for the Supply and Installation of Firefighting System at PRCL Tower, Karachi.
2. The Employer invites sealed bids on Single Stage Two Envelope procedure from eligible bidders.
3. The Bidding Document may be obtained by the eligible bidder from website (<https://pakre.org.pk/ms/media-pages/tender-notice>). While, foreign bidders are required to apply in the form of a Joint Venture (JV) and must be registered with the Pakistan Engineering Council (PEC).
4. All bids must be accompanied by a Bid Security of Rs. 2,000,000/- as per the format outlined in the Bidding Documents. The original bids, properly enclosed in sealed envelope must be delivered to the office of the undersigned at below-mentioned address no later than 11:00am on February 6th, 2024. The technical bids will be opened on the same day at 11:30 am in the presence of bidder’s representatives who choose to attend at the same address.
5. A virtual pre-bid meeting will be held on January 26th, 2024 at 03:00 pm or any other date and time which may separately be notified by the Client, **via zoom**, to clarify queries and to answer any questions on matters related to the bidding documents.
6. The PRCL reserves the right to accept or reject any bid within the purview of PPRA rules.

Sd/-

**(MUHAMMAD ASIF GHAFOOR)**

Procurement Specialist

Pakistan Reinsurance Company, 12<sup>th</sup> floor, PRC Towers,  
Lalazar Drive, M. T. Khan Road, Karachi

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Ph#021-99210152

# **INSTRUCTIONS TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

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

### **A. GENERAL**

#### **IB.1 Scope of Bid**

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

#### **IB.2 Source of Funds**

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

#### **IB.3 Eligible Bidders**

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
  - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works specified in the Bidding Data Sheet.

#### **IB.4 One Bid per Bidder**

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

#### **IB.5 Cost of Bidding**

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

#### **IB.6 Site Visit**

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be

necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.

- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

## **B. BIDDING DOCUMENTS**

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

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

1. Instructions to Bidders.
2. Bidding Data Sheet.
3. General Conditions of Contract, Part-I(GCC).
4. Particular Conditions of Contract, Part-II(PCC).
5. Specifications – Special Provisions.
6. Specifications – Technical Provisions.
7. Form of Bid & Appendices to Bid.
8. Form of Bid Security
9. Bill of Quantities (Appendix-D to Bid).
10. Form of Contract Agreement.
11. Forms of Performance Security and Mobilization Advance Guarantee
12. Drawings.

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

### **IB.8 Clarification of Bidding Documents**

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

## **IB.9 Amendment of Bidding Documents**

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

## **C. PREPARATION OF BIDS**

### **IB.10 Language of Bid**

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

### **IB.11 Documents Comprising the Bid**

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 A & B.
- 11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
  - (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
  - (b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;



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

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

#### **IB.12 Bid Prices**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder. Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.
- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix C to Bid and shall submit with the bids such other supporting information as required under the said clause.

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

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

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data Sheet after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

### **IB.15 Bid Security**

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid except as provided in IB 22.1;
  - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 27.2 hereof; or
  - (c) In the case of successful bidder, if he fails within the specified time limit to:
    - (i) Furnish the required Performance Security;
    - (ii) Sign the Contract Agreement, or
    - (iii) Furnish the required JV agreement within 7 days of the receipt of letter of Acceptance.

#### **IB.16 Alternate Proposals by Bidder**

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

#### **IB.17 Pre-Bid Meeting**

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the

Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

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

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

18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

18.2 All appendices to Bid are to be properly completed and signed.

18.3 No alteration is to be made in the Letters of Price and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.

18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

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

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

19.1 Each bidder shall submit his bid as under:

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

19.2 The inner and outer envelopes shall:

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

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

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

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

- 20.1
- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data Sheet.
  - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
  - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
  - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights

and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

### **IB.21 Late Bids**

21. (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

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

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

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

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

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

23.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding

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

23.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

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

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

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

#### Preliminary Examination of Technical Bids

23.6 a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further evaluation.

b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.

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

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

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

- 23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.
- 23.10 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders` representatives who choose to attend at the address, date and time specified by the Employer. The Bidder`s representatives who are present shall be requested to sign a register evidencing their attendance.
- 23.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) The name of the Bidder;
  - (b) Whether there is a modification or substitution;
  - (c) The Bid Prices, including any discounts and alternative offers; and
  - (d) Any other details as the Employer may consider appropriate.

Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

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

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

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



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

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

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

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.
- 26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

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

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

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

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

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

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

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

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

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

### **F. AWARD OF CONTRACT**

#### **IB.29 Award**

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

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

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

### **IB.30 Employer's Right to Reject all Bids**

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

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

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

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

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data Sheet and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

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

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract

Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

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

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

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

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

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

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

# **BIDDING DATA SHEET**

## Bidding Data Sheet

### *Instructions to Bidders*

#### *Clause Reference*

1.1 Name and address of the Employer:

Pakistan Reinsurance Company Limited (PRCL)  
PRC Towers, 32-A, Lalazar Drive, M.T. Khan Road, Karachi

1.1 Name of the Project: Upgradation of Firefighting System at PRCL, HOK

Summary of the Works: Supply and installation of Firefighting System, remedying defects therein and maintenance of Plants at PRCL Tower, Karachi including provision of civil and M&E works.

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

Source of Financing: PRCL's own resources (Self Financing)

3.1 Eligible Bidders:

Sub-paragraph (a) of IB 3.1 is deleted and following sub-paragraphs are added:

- a. Duly licensed by the Pakistan Engineering Council (PEC) as per the criteria requirement specified in Appendix - N.
- b. Is neither associated, nor has been associated, directly or indirectly, with the Consultants or any other entity that has prepared the design, specifications and other documents for the Project or being proposed for any position in the Project Management.
- c. A Bidder having a conflict of interest will be declared as non-responsive if the applicant has a close business relationship with the Employer's professional personnel, who directly or indirectly involved in any part of: (i) the preparation of the bidding documents for the Works, (ii) the Bid evaluation or (iii) the supervision of such Works.
- d. Incorporated with Security and Exchange Commission of Pakistan or Registrar of Firms as the case may be. [NTN Verification along with requisite Affidavit of sole-proprietorship in case of Sole-Proprietor.]
- e. Registered with active status from Tax Authorities.
- f. Not blacklisted by any procuring agency, the PPRA Authority, any foreign country, any international organization or any foreign institution.

- g. Foreign firm, not registered in Pakistan, shall only participate as member of Joint Venture with firm having country of origin as Pakistan in compliance with PEC Construction and Operation Engineering Works Byelaws and shall have the nationality of an eligible country. Foreign firm shall be deemed to have the nationality of a country if the foreign firm is a national of that country; or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

6.3 The following text as 6.3 is added after IB 6.2:

The bidder or his authorized representative shall visit and inspect the site of the Works including the areas and surroundings to be used for Contractor's Camp, on his own responsibility and at his own expense, and obtain all the information from his own sources, which may be necessary for preparing the Bid. The Employer may assist but will not take any responsibility for the supply or correctness of the information.

The Bidder shall, before submitting his Bid, satisfy himself in all respects including the following:

- a) The existing facilities in the vicinity of the Site of Work, the hydrological and climatological conditions, the form and nature of the Site of Work.
- b) The quantities and nature of the work and materials necessary for completion of the Works.
- c) The means of access to the Site of the Work and exit from the Site.
- d) The available accommodation on land for Contractor's Camp within or outside the Site of Work.
- e) All necessary information as to risks, contingencies and other circumstance, which may influence or affect the tender:
- f) The type and nature of soil existing in area of Work.
- g) The existing condition at Site.

Each Bidder shall also enquire and satisfy himself as to the source, the quantity of supply, sufficiency of and the means of obtaining and transporting all plant, material, labour, fuel water, electricity and other matters or things required for on in connection with the Works.

In preparing the Bid, Bidders shall also consider his obligation to adequately store all materials and maintain existing facilities and all temporary Works during the period of their usage.

The Bidder must make local inquires as to the physical conditions prevailing at the site and obtain his own information on all matters and things that may in any way influence him in making a Bid and fixing the rates in the Bill of Quantities. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in accordance the Contract to be entered into by him should his Bid be accepted.

The Bidders shall make his own investigations, enquiries and assessments, on all matters, of all conditions of existing constructions at the site and its vicinity, to his satisfaction before submitting his bid.

8.1 Time limit for clarification:

The time limit of “28 days” stated in IB 8.1 is replaced with “3 days”.

10.1 Bid language:

English

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

- (a) Letter of Technical Bid
- (b) Bid Security (IB.15)
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5)
- (d) Pending litigation information
- (e) Special Stipulations (as filled by the Employer) (appendix –A)
- (f) Proposed Construction Schedule (appendix –E)
- (g) Method of Performing the Work (appendix –F)
- (h) Availability of Critical Equipment (appendix –G)
- (i) Construction Camp and Housing Facilities (appendix –H)
- (j) List of Sub-contractors (as required) (appendix –I)
- (k) Organization Chart for Supervisory Staff (appendix –K)
- (l) Integrity Pact (appendix –L)
- (m) Financial Competence and Access to financial Resources (appendix –M)
- (n) Qualification and Experience (appendix –N)

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

- (a) Letter of Price Bid
- (b) Foreign Currency Requirements (appendix –B)
- (c) Price Adjustment under Clause 70 (appendix –C)
- (d) Bill of Quantities (appendix –D)
- (e) Estimated Progress Payments (appendix –J)

11.2 Following sub-paragraph (f) is added:

Maximum number of joint venture partners shall be “three (03)”. The lead partner of the joint venture (i.e., partner-in-charge) must have financial share of more than 50 % under the JV Agreement.



12.2 Add the following paragraph at the end of IB 12.2:

The bidder, by the act of submitting a bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the bidder may make from the information furnished by the Employer. No verbal agreement or conversation with any officer, employee or agent of the Employer either before, during or after the execution of the Contract, shall effect or modify any of the terms or obligations contained in the Contract.

12.3 Add the following paragraph at the end of IB 12.3:

The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing and importing of materials from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his Bid for all delays, additional costs and financing charges that may arise directly or indirectly there from. Any neglect or failures on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the Works, the rates, total amount and the Contract shall not relieve the Bidder whose Bid is accepted from any risks or liabilities or from the responsibility of completing and handing over the works.

The rates and prices set down by the Bidders against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described there under and shall be deemed to include all costs of performing the Works including all taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract.

12.4 Text of IB 12.4 is deleted in entirety and replaced with following:

The rates and prices quoted by the bidders shall be fixed and shall not be subject to adjustment during the performance of the Contract under Clause 70 of the Conditions of Contract.

13.1 Text under IB 13.1 is deleted in entirety and replaced with following:

The bid price shall be quoted by the bidder entirely in Pak rupees. All payments under the Contract shall be made in Pak rupees only.

14.1 Period of Bid Validity:

120 days after the Date of Technical Bid Opening

15.1 Amount of Bid Security:

As specified in Tender Notice.

16 Alternate Proposals by Bidder

IB 16 is deleted in its entirety. The Bidders shall not be permitted to offer Alternative Proposal(s).

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

As stated in Invitation for Bids (if any)

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

One original and two hard copies

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

Same as address provided in the Invitation for Bids

19.2(b) Name and Number of the Contract:

(1) Supply and Installation of Firefighting System at PRCL Tower, Karachi under Upgradation of Firefighting System at PRCL, HOK

20.1(a) Deadline for submission of bids:

As stated in the Invitation for Bids

23.1 Venue, time, and date of Bid opening:

As stated in the Invitation for Bids

29.1 The text “offering the most advantageous bid i.e” shall be added after the word “bidder” in the 1<sup>st</sup> line of IB 29.1.

32.1 Text “28 days” stated in the first paragraph of IB 32.1 is deleted and replaced with “7 days”

32.1 Standard form and amount of Performance Security:

The Performance Security shall be equal to an amount of 10% of the Contract Price stated in the Letter of Acceptance in the favor of the Employer. Such Security shall be in the form acceptable to the Employer of either (a) unconditional, irrevocable Bank Guarantee from any Scheduled Bank of Pakistan acceptable to the Employer or (b) unconditional, irrevocable Bank Guarantee from a bank located outside Pakistan duly counter – guaranteed by a Scheduled Bank of Pakistan, or (c) an insurance bond from an insurance company having at least AA rating from PACRA/JCR acceptable to the Employer valid for a period till 28 days after the date of issue of Defect Liability Certificate.

**LETTERS OF TECHNICAL BID/ PRICE BID,  
AND  
APPENDICES TO BID**

## Letter of Technical Bid

Date: .....

Bid Reference No: .....  
(Name of Contract/Works)

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of ..... days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name .....

In the capacity of .....

Signed .....

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

Date .....

Address.....

## Letter of Price Bid

Date: .....

Bid Reference No: .....

(Name of Contract/Works)

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
- (c) The discounts offered and the methodology for their application are:
- (d) Our Bid shall be valid for a period of ..... days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name .....

In the capacity of .....

Signed .....

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

Date .....

Address.....

**Appendix-A to Bid**

**Special Stipulations  
Clause  
Conditions of Contract**

|     |  |                     |   |
|-----|--|---------------------|---|
| 1.  | Engineer's Authority to issue Variation in emergency                                     | 2.1                 | 2% of the Contract Price stated in the Letter of Acceptance.  |
| 2   | Variation  | 2.1(b)<br>(viii)(b) | Not Applicable  |
| 3.  | Law applicable   | 5.1(b)              | The law to be applied is the law of Islamic Republic of Pakistan  |
| 4.  | Amount of Performance Security   | 10.1                | 10% of Contract Price stated in the Letter of Acceptance in the form of an irrecoverable, nonrecourse bank guarantee (a) from a scheduled bank in Pakistan or (b) from a bank located outside Pakistan duly counter-guaranteed by a scheduled bank in Pakistan or (c) an insurance bond from an insurance company having at least AA rating from PACRA/JCR acceptable to the Employer valid up to twenty eight (28) calendar days after insurance of Defects Liability Certificate. |
| 5.  | Time for Furnishing Programme  | 14.1                | Within 14 days from the date of receipt of Letter of Acceptance.  |
| 6.  | Minimum amount of Third Party Insurance  | 23.2                | As stipulated in Sub-Clause 23.2 of the Particular Conditions of Contract.  |
| 7.  | Time for Commencement  | 41.1                | Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.   |
| 8.  | Time for Completion  | 43.1,<br>48.2       | 150 days from the date of receipt of Engineer's Notice to Commence.<br>Not Applicable   |
| 9.  | a) Amount of Liquidated Damages  | 47.1                | 0.1 % of the Contract Price stated in the Letter of Acceptance for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.   |
|     | b) Amount of Bonus   | 47.3                | Not Applicable  |
| 10. | Interval for assessment of Works progress  | 47.4                | After every thirty (30) days  |
| 10. | Defects Liability Period   | 49.1                | 1095 Days from the effective date of Taking Over Certificate.   |
| 11. | Percentage of Retention Money  | 60.2                | 10 % of the amount of Interim Payment Certificate.  |
| 12. | Limit of Retention Money   | 60.2                | 5 % of Contract Price stated in the Letter of Acceptance.   |
| 13. | Minimum amount of Interim Payment Certificates (Running Bills)                           | 60.2                | PKR Ten (10) Million  |
| 14. | Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer. | 60.10               | 30 days   |
| 15. | Mobilization Advance (Interest Free)   | 60.12               | Interest free Mobilization advance equivalent to fifteen (15) % of the Contract Price stated in the Letter of Acceptance in two installments, against bank guarantee(s) from a scheduled bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a scheduled bank in Pakistan.  |

**Appendix-B to Bid**

**Foreign Currency Requirements**

Not Applicable

**Appendix-C to Bid**

**Price Adjustment Under Clause 70 of Conditions of Contract**

Not Applicable



**Appendix-D to Bid**

**Bill of Quantities**

Refer to Volume 2 (Bill of Quantities)

**Appendix-E to Bid**

**Proposed Construction Schedule**

Pursuant to Clause 43 “Time for Completion” of the Conditions of Contract Part–I, the Work shall be completed on or before the date stated in Appendix–A to the Bid. The Bidder shall provide as Appendix–E to his Bid a Construction Schedule in bar chart form showing the sequence of work items and the period of time during which he proposes to complete each work item along with a resource histogram in such a manner that his proposal for completion of the whole of the work and parts of the work may meet The Employer’s completion targets noted below. Pursuant to Clause 14.1 of COC part II the Bidder is also required to submit the construction schedule on Critical Path. The above construction schedule should separately reflect detailed mobilization activities, like establishing site office, camps, installation of plants, mobilization of equipment’s preliminary survey etc. (Attach sheets as required):

| <b><u>Description</u></b> | <b><u>Time for Completion</u></b> |
|---------------------------|-----------------------------------|
| a) Whole Works            | <u>150 days</u>                   |

## **Appendix-F to Bid**

### **Method of Performing the Work**

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

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

**Appendix-G to Bid**

**List of Major Equipment – Related Items**

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

**LIST OF MAJOR EQUIPMENT**

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

## **Appendix-H to Bid**

### **Construction Camp and Housing Facilities**

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

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

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

**Appendix-I to Bid**

**List of Subcontractors**

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

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

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

**Appendix-J to Bid**

**Estimated Progress Payments**

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

| <b>Quarter/ Year/ Period</b> | <b>Amounts<br/>(Million PKR.)</b> |
|------------------------------|-----------------------------------|
| <b>1</b>                     | <b>2</b>                          |
| 1 <sup>st</sup> Month        |                                   |
| 2 <sup>nd</sup> Month        |                                   |
| 3 <sup>rd</sup> Month        |                                   |
| 4 <sup>th</sup> Month        |                                   |
| 5 <sup>th</sup> Month        |                                   |
| <b>Bid Price</b>             |                                   |

**Appendix-K to Bid**

**Organization Chart for The Supervisory Staff and Labour**

The Bidder to provide details of the required key personnel specified in Appendix-N using the following forms:

**Form PER – 1: Proposed Personnel**

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

|           |   |
|-----------|---|
| <b>1.</b> | Project Manager/ Site Engineer (E&M) 5 years’ experience (MEP)    |
|           | <b>Name</b>   |
| <b>2.</b> | Supervisor (DAE Civil) 5 years’ experience (MEP)/ Buildings Works |
|           | <b>Name</b>   |
| <b>3.</b> | Supervisor (DAE E&M) 5 years’ experience (MEP)                    |
|           | <b>Name</b>   |
| <b>4.</b> | Material Supervisor DAE 5 years Buildings Works                   |
|           | <b>Name</b>   |
| <b>5.</b> | Quantity Surveyor DAE 5 years’ experience (MEP)/ Buildings Works  |
|           | <b>Name</b>   |

**Form PER – 2: Resume of Proposed Personnel**

The Bidder shall provide all the information requested below. Use one form for each position.

|                              |                                    |                      |
|------------------------------|------------------------------------|----------------------|
| <b>Position</b>              |                                    |                      |
| <b>Personnel information</b> | <b>Name</b>                        | <b>Date of birth</b> |
|                              | <b>Professional qualifications</b> |                      |
| <b>Present employment</b>    | <b>Name of employer</b>            |                      |



|                            |  |
|----------------------------|--|
| <b>Address of employer</b> |  |
| <b>Telephone</b>           | <b>Contact (manager / personnel officer)</b> |
| <b>Fax</b>                 | <b>E-mail</b>                                |
| <b>Job title</b>           | <b>Years with present employer</b>           |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the present project.

| <b>From</b> | <b>To</b> | <b>Company/Project/Position/Relevant Management Experience</b> | <b>Technical and</b> |
|-------------|-----------|--|----------------------|
|             |           |  |                      |
|             |           |  |                      |
|             |           |  |                      |
|             |           |  |                      |
|             |           |  |                      |

**Appendix-L to Bid**

**Integrity Pact**

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

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

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

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

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

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

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

Name of Employer: .....  
Signature: .....  
[Seal]

Name of Contractor: .....  
Signature: .....  
[Seal]

**Appendix-M to Bid**

**Financial Competence and Access to Financial Resources**

Not Used

**Appendix-N to Bid**

**Qualification and Experience**

**1 Eligibility Criteria & Requirements:**

| Sr. No | Criteria                          | Requirement   | Compliance Requirement |                       |   |  | Documentation Submission Requirements  |
|--------|-----------------------------------|---|------------------------|-----------------------|---|--|--|
|        |                                   |   | Single Entity          | Joint Venture         |   |  |  |
|        |                                   |   |                        | All Members Combined  | Each Member                             | One Member   |  |
| 1      | PEC Registration                  | Registration with Pakistan Engineering Council in Category C-4 or above with specialized codes in ME-02, ME-06 & CE-09.   | Must meet requirement  | Must meet requirement | Each Member must be registered with PEC | Lead Member must be registered with PEC in Category C-4 or above with specialized codes in ME-02 & ME-06.<br><br>In case of JV with foreign Firm, the local firm must meet the criteria requirement. | PEC Registration License/Certificate Valid   |
| 2      | Non Blacklisting                  | The bidder must not be blacklisted by any procuring agency, the PPRA Authority, any foreign country, any international organization or any foreign institution  | Must meet requirement  | Must meet requirement | Must meet requirement                   | Must meet requirement  | Affidavit on Non-Judicial Stamp Paper against non-blacklisting                             |
| 3      | Company/ Firm Registration        | Incorporation with Security and Exchange Commission of Pakistan or Registrar of Firms as the case may be [NTN Verification along with requisite Affidavit of sole-proprietorship in case of Sole-Proprietor.] | Must meet requirement  | Must meet requirement | Must meet requirement                   | Must meet requirement  | Certificate from SECP/ Registrar of Firms/ NTN Verification along with requisite affidavit |
| 4      | Registration with Tax Authorities | Registration and active status with Tax Authorities in Pakistan   | Must meet requirement  | Must meet requirement | Must meet requirement                   | Must meet requirement  | Certificate and current status from Tax Authorities  |

| Sr. No | Criteria             | Requirement  | Compliance Requirement |                       |                       |  | Documentation Submission Requirements                                 |
|--------|----------------------|--|------------------------|-----------------------|-----------------------|--|---|
|        |                      |  | Single Entity          | Joint Venture         |                       |  |   |
|        |                      |  |                        | All Members Combined  | Each Member           | One Member   |   |
| 5      | Conflict of Interest | No conflict of Interest as per IB.3  | Must meet requirement  | Must meet requirement | Must meet requirement | Must meet requirement                                      | Affidavit on Non-Judicial Stamp Paper against no conflict of interest |
| 6      | One Bidder per Bid   | Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. | Must meet requirement  | Must meet requirement | Must meet requirement | Must meet requirement                                      |   |
| 7      | Eligible Country     | Foreign firm participating in the JV shall have the nationality of an eligible country       | N/A                    | N/A                   | N/A                   | Foreign firm participating in the JV must meet requirement | Completed attached Form for Bidder Information                        |

The Bidder must meet the Eligibility Criteria & Requirement to be declared responsive.

### **Form for Bidder Information**

All individual firms and each partner of a joint venture submitting the bids are required to complete the information in following form. Nationality information is also to be provided for foreign firms who are forming part of the Joint Ventures as required under the PEC Bye-Laws as a Joint Venture.

|   |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
| 1 | Name of Firm                        |                                     |
| 2 | Head Office Address                 |                                     |
| 3 | Telephone                           | Contact Person:<br>Name:<br>Title:  |
| 4 | Fax                                 | Telex                               |
| 5 | Place of incorporation/Registration | Year of incorporation/ registration |

## 2 Detailed Qualification Criteria & Requirements

### 2.1. Financial Situation

#### 2.1.1 Average Annual Turnover

| Criteria   | Compliance Requirements |                       |  | Documents                                    |  |
|--|-------------------------|-----------------------|--|--|--|
|  | Single Entity           | Joint Venture         |  |  |  |
| Requirement  |                         |                       | All Partners Combined                            | Each Partner                                 | One Partner  |
| Minimum average annual turnover of PKR 126 Million, calculated as total certified payments received for contracts in progress or completed, within last three (03) years | must meet requirement   | must meet requirement | must meet at least <b>15%</b> of the requirement | Lead partner must meet minimum of <b>50%</b> | Provide details on specified form for Annual Turnover<br><br>Audited financial statements for the last three (03) years. |

#### 2.1.2 Financial Resources

| Criteria  | Compliance Requirements |                       |                       | Documents      |  |
|---|-------------------------|-----------------------|-----------------------|----------------|--|
|   | Single Entity           | Joint Venture         |                       |                |  |
| Requirement   |                         |                       | All Partners Combined | Each Partner   | One Partner  |
| Available financial resources in the amount of equivalent to PKR 40 Million to meet cash flow requirements, which is a combination of undrawn credit facility and unencumbered cash / Bank balances | must meet requirement   | must meet requirement | Not Applicable        | Not Applicable | Provide details on specified form for Financial Resources<br><br>Audited financial statements for the last year. |

## 2.2 Experience

### 2.2.1 Contracts of Similar Size and Nature

| Criteria  | Compliance Requirements |                       |                | Documents               |   |
|---|-------------------------|-----------------------|----------------|-------------------------|---|
| Requirement   | Single Entity           | Joint Venture         |                | Submission Requirements |   |
|   |                         | All Partners Combined | Each Partner   |                         | One Partner   |
| <p>The Bidder must have relevant experience of successfully completed at least <b>two (02) contracts</b> with each contract having the value of PKR 60 Million or above, of similar scope and nature, completed after January 01, 2015.</p> <p>For the purposes of this requirement the definition of “similar scope and nature” means:</p> <p style="padding-left: 40px;">Supply &amp; Installation of:</p> <ul style="list-style-type: none"> <li>➤ Fire Pump</li> <li>➤ Fire Hydrant</li> <li>➤ Fire Hose Cabinet</li> <li>➤ Sprinkler system</li> <li>➤ Plumbing / Piping</li> </ul> <p>Note: In case of contracts executed by the bidder in form of JV or subcontractor, the role of the bidder based on scope and financial share shall be considered to evaluate the criteria requirement.</p> | must meet requirement   | must meet requirement | Not applicable | Not applicable          | <p>Completed attached Form For Contracts of Similar Nature and Complexity.</p> <p>The bidder must submit Project Award Letter, Work Orders or Contract Agreement &amp; completion Certificates and other documents necessary for confirming scope of works.</p> <p>The bidder must submit joint venture agreement in case of projects completed as a partner of joint venture clearly showing scope of works and percentage share of all partners of joint venture. To comply with the criteria, the share of bidder under the joint venture for similar works must be equal or exceeding the qualification criteria and requirement.</p> |

The Bidder must meet the Qualification Criteria & Requirement to be declared responsive.

**Form for Contracts of Similar Nature and Complexity**

|  |
|--|
| Name of Bidder or partner of a joint venture |
|--|

Use a separate sheet for each contract.

|    |  |
|----|--|
| 1  | Name of Contract   |
|    | Country  |
| 2  | Name of Employer   |
| 3  | Employer Address<br>.....  |
| 4  | Nature of works and special features relevant to the contract<br>.....   |
| 5  | Contract Role (Tick One)<br>(a) Sole Contractor (b) Sub- Contractor (c) Partner in a Joint Venture                                     |
| 6  | Value of the total contract (in specified currencies) at completion, for current contract<br>Currency..... Currency..... Currency..... |
| 7  | Contract cost at completion in Pak/Rs.....   |
| 8  | Date of Award.....   |
| 9  | Date of Completion.....  |
| 10 | Contract Duration (Years and Months) _____ Years _____ Months  |
| 11 | Specified Requirements-----  |



**Form for Financial Resources**

| <b>Source of financing</b>  | <b>Equivalent Rupees in PKR</b> |
|-----------------------------|---------------------------------|
| Working Capital (2022-2021) |                                 |
| Credit Line Facility        |                                 |

Note: In case of Joint Venture, each member shall provide separate form.

**Form for Annual Turnover**

| <b>Annual Construction Turnover</b> |  |                                  |
|-------------------------------------|--|----------------------------------|
| <b>Year</b>                         | <b>Turnover<br/>(in actual currency)</b> | <b>Equivalent Rupees in PKR.</b> |
| 2022-2021                           |  |                                  |
| 2021-2020                           |  |                                  |
| 2020-2019                           |  |                                  |

Note: In case of Joint Venture, each member shall provide separate form.

# **FORMS**

**BID SECURITY**

**PERFORMANCE SECURITY**

**CONTRACT AGREEMENT**

**MOBILIZATION ADVANCE GUARANTEE**

**BID SECURITY  
(Bank Guarantee)**

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

Name of Surety (Bank) with Address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

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

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

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

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

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

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

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

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

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

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

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

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

SURETY (Bank)

WITNESS:

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

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

\_\_\_\_\_

Name, Title & Address

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

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

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

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

[Letter by the Guarantor to the Employer]

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

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

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

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

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

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

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand

any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

|                            |  |
|----------------------------|--|
|                            | _____<br>Guarantor (Bank/ Insurance Company) |
| Witness:                   |  |
| 1. _____                   | Signature _____                              |
| _____                      | Name _____                                   |
| Corporate Secretary (Seal) | Title _____                                  |
| 2. _____                   |  |
| _____                      | _____  |
| Name, Title & Address      | Corporate Guarantor (Seal)                   |

### FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda / Clarification as agreed or otherwise, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract, viz:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Particular Conditions of Contract – Part II;
  - (f) The General Conditions – Part I;
  - (g) The priced Bill of Quantities (Appendix-D to Bid);
  - (h) The completed Appendices to Bid (B, C, E to L);
  - (i) The Drawings;
  - (j) The Specifications;
  - (k) The Joint Venture Agreement (in case of JV)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

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

Signature of Employer

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

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

(Name, Title and Address)

Witness:

\_\_\_\_\_

(Name, Title and Address)



**MOBILIZATION ADVANCE GUARANTEE  
(Bank Guarantee)**

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

WHEREAS \_\_\_\_\_ (hereinafter called the 'Employer') has entered into a Contract for \_\_\_\_\_  
(Particulars of Contract)  
with \_\_\_\_\_ (hereinafter called the "Contractor").

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

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

AND WHEREAS, \_\_\_\_\_  
(Scheduled Bank in Pakistan)  
(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

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

(Date)

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

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

**GUARANTOR**

1. Signature \_\_\_\_\_
2. Name \_\_\_\_\_
3. Title \_\_\_\_\_

**WITNESS**

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

2. \_\_\_\_\_  
(Name Title & Address)
- \_\_\_\_\_ Corporate Guarantor(Seal)

# **CONDITIONS OF CONTRACT**

## **PART I: GENERAL CONDITIONS**

### **FIDIC**

**4<sup>th</sup> Edition 1987**

**Reprinted 1988 with Editorial Amendments**

**Reprinted 1992 with Further Amendments**

**(To be procured by the Contractor)**

**Copies of the FIDIC Conditions of Contract can be obtained from:**

**FIDIC Secretariat– International Federation of Consulting Engineers  
Secretariat Switzerland**

|   |
|---|
| <p><b>International Federation of Consulting Engineers (FIDIC)</b><br/>FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland<br/>Fax: +41 22 799 49 054<br/>Telephone: +41 22 799 49 01<br/>E-mail: <a href="mailto:fidic@fidic.org">fidic@fidic.org</a><br/><a href="http://www.fidic.org">www.fidic.org</a></p> |
|---|

## **PART II: PARTICULAR CONDITIONS OF CONTRACT**

### **1.1 DEFINITIONS**

(a) (i) The Employer means the Pakistan Reinsurance Company Limited (PRCL), PRC Towers, 32-A, Lalazar Drive, M.T. Khan Road, Karachi.

(a) (iv) The Engineer means,                     , or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) “Bidder or Tenderer” means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word “Tender” is synonymous with “Bid” and the word “Tender Documents” with “Bidding Documents”.

The following paragraph is added:

(b)(ix) “Programme” means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.

(b)(xi) “Any addendum (addenda) or more subsequent (if any) document(s) mutually agreed and signed by the Employer and the Contractor, shall be deemed to be the integral part of the Contract.”

(e)(i) the text is deleted and substituted with the following:

“Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

The following definition is added as f (viii):

“Warranty Certificate” means the certificate against specified Plant/goods, for the period mentioned in the Specifications, to be issued by the Contractor that the goods/Plant supplied under the Contract are new, unused and incorporate all recent improvements in design and materials unless provided otherwise in the Contract and that the Contractor will be responsible for making good or replacing any defective goods/equipment during the Warranty Period specified in the Specifications.

### **2.1 ENGINEER'S DUTIES AND AUTHORITY**

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

- (i) Certifying additional cost determined under Clause 6.
- (ii) Any action under Clause 10 “Performance Security” and Clauses 21,23,24 & 25 “Insurance” of sorts.
- (iii) Certifying additional cost determined under Sub-Clause 12.2 “Not Foreseeable Physical Obstructions or Conditions”.
- (iv) Certifying additional cost under Clause 17 &20.
- (v) Certifying additional cost under Clause 27.
- (vi) Any action under Clause 40 “Suspension”.
- (vii) Certifying additional costs under clause 42;
- (viii) Any action under Clause 44 “Extension of Time for Completion”.
- (ix) Any action under Clause 47 “Liquidated Damages for Delay” or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (x) Issuance of “Taking Over Certificate” under Clause 48.
- (xi) Issuing a Variation Order under Clause 51, except:
  - a) in an emergency\* situation, as stated here below, or
  - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix – A to Bid.
- (xii) Fixing rates or prices under Clause 52.
- (xiii) Extra payment as a result of The Contractor’s claims under Clause 53.
- (xiv) Issuing instructions under Clause 58
- (xv) Release of Retention Money to The Contractor under Sub-Clause 60.3 “Payment of Retention Money”.
- (xvi) Issuance of “Final Payment Certificate” under Sub-Clause 60.8.
- (xvii) Issuance of “Defect Liability Certificate” under Sub-Clause 62.1.
- (xviii) Certifying additional cost under Clause 65, 69.

\* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

## **2.2 THE ENGINEER'S REPRESENTATIVE**

The following paragraph is added:

The Employer shall ensure that the Engineer's Representative is a professional Engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

The following Sub-Clauses 2.7 and 2.8 are added:

### **2.7 ENGINEER NOT LIABLE**

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

### **2.8 REPLACEMENT OF THE ENGINEER**

"If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars."

## **5.1 LANGUAGE(S) AND LAW**

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

## **5.2 PRIORITY OF CONTRACT DOCUMENTS**

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

- (1) The Contract Agreement;
- (2) The Letter of Acceptance;
- (3) Addenda (if any);
- (4) Special Stipulations (Appendix-A to Bid);

- (5) The Particular Conditions of Contract – Part II;
- (6) The completed Form of Bid;
- (7) The General Conditions – Part I;
- (8) Specifications;
- (9) The Drawings;
- (10) The Priced Bill of Quantities;
- (11) The completed Appendices to Bid (B, D, E to L);
- (12) Any other document regulating contract and notified by The Employer

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

#### **6.4 DELAYS AND COST OF DELAY OF DRAWINGS**

Add “determined under Sub-Clause-53.5” after the words “Contract Price” appearing in the first line of the text under (b).

The following Sub-Clauses 6.6 and 6.7, 6.8, 6.9 & 6.10 are added:

#### **6.6 SHOP DRAWINGS**

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

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer’s review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

#### **6.7 AS-BUILT DRAWINGS**

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer six (06) copies and one reproducible of all drawings along with soft copy in CD format amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

#### **6.8 THE OPERATION AND MAINTENANCE MANUALS**

If no operation and maintenance manuals to be prepared by the Contractor are stated in the Specification, this sub-clause shall not apply.

The Contractor shall prepare, and keep up-to-date, the operation and maintenance manuals in the format and other relevant details as stated in the Specification. The operation and maintenance manuals shall be submitted to the Engineer for review, and the Works shall not be considered to be completed for the purposes of taking-over under Clause 48 [Taking Over] until the Engineer has given (or is deemed to have given) a notice of no-objection.

## **6.9 TRAINING**

If no training of employees of the Employer (and/or other identified personnel) by the Contractor is stated in the Specification, this Sub-Clause shall not apply.

The Contractor shall carry out training of the Employer's employees (and/ or other personnel identified in the Specification) in the operation and maintenance of the Works, and any other aspect of the Works, to the extent stated in the Specification. The timing of the training shall be as stated in the Specification (if not stated, as acceptable to the Employer). The Contractor shall provide qualified and experienced training staff, training facilities and all training materials as necessary and/or as stated in the Specification.

If the Specification specifies training which is to be carried out before taking over, the Works shall not be considered to be completed for the purposes of taking over under Clause 48 [Taking Over] until this training has been completed in accordance with the Specification.

## **6.10 CONTRACTOR'S DOCUMENTS**

"Contractor's Documents" means the documents prepared by the Contractor as described in this sub-clause 6.9 [Contractor's Documents], including calculations, digital files, computer programs and other software, drawings, manuals, models, specifications and other documents of a technical nature as stated in the Specification.

The Contractor shall prepare all Contractor's Documents and the Employer shall have the right to inspect the preparation of all these documents, wherever they are being prepared.

If the Specification or these Conditions specify that a Contractor's Document is to be submitted to the Engineer for review, it shall be submitted accordingly, together with a notice from the Contractor stating that the Contractor's Document is ready for review and that it complies with the Contract.

The Engineer shall, within 21 days after receiving the Contractor's Document and this notice from the Contractor, give a notice to the Contractor:

- (i) of no-objection (which may include comments concerning minor matters which will not substantially affect the Works); or
- (ii) that the Contractor's Document fails (to the extent stated) to comply with the Contract, with reasons.

If the Engineer gives no notice within this period of 21 days, the Engineer shall be deemed to have given a notice of no-objection to the Contractor's Document.

After receiving a notice under sub-paragraph (ii), above, the Contractor shall revise the Contractor's Document and resubmit it to the Engineer for review in accordance with this sub-clause and the period of 21 days for review shall be calculated from the date that the Engineer receives it.

## **8.1 THE CONTRACTOR'S GENERAL RESPONSIBILITIES**

Add the following sentence at the end of Clause 8.1:

"The Contractor shall promptly inform The Employer and The Engineer of any error, omission, fault and other defect in the design including coordinates of permanent references monuments and levels of permanent bench marks or specifications for the Works which are discovered when reviewing the Contract Documents or in the process of execution of the Works".



Add the following Sub-Clauses 8.3 and 8.4:

### **8.3 TEMPORARY WORKS**

Sufficient details, drawing and calculations pertaining to Temporary Works to demonstrate the adequacy of such Works shall be submitted by The Contractor not less than fourteen (14) days before the work or the erection of any Temporary Works commences on the Site.

### **8.4 SPECIALISTS SUPPLIERS AND SUB-CONTRACTORS**

Where the Works required the incorporation of proprietary articles manufactured by the specialist suppliers, or portions of the Work involving design or specification matters to be carried out by the specialist Sub-contractors, The Contractor shall be fully responsible for the outcome in the use of such proprietary articles and for such design and specification executed by the specialist Sub-contractors.

### **9.1 CONTRACT AGREEMENT**

Add the following paragraph at the end:

The Contractor shall provide two copies of the signed Contract Documents to The Employer in proper book form which shall be enclosed with the CTC copy of Performance Guarantee, Insurance Policies/Bonds and other Bond/ Guarantee/ Securities prepared and completed at the cost of The Contractor.

### **10.1 PERFORMANCE SECURITY**

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in the favor of the Employer. Such Security shall be in the form of either (a) unconditional, irrevocable Bank Guarantee from any Scheduled Bank of Pakistan acceptable to The Employer or (b) unconditional, irrevocable Bank Guarantee from a bank located outside Pakistan duly counter – guaranteed by a Scheduled Bank of Pakistan, or (c) an insurance bond from an insurance company having at least AA rating from PACRA/JCR acceptable to the Employer valid for a period till 28 days after the date of issue of Defect Liability Certificate.

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

### **10.2 PERIOD OF VALIDITY OF PERFORMANCE SECURITY**

Line 5: Change “14 Days” to “28 Days”

The following Sub-Clause 10.4 is added:

### **10.4 PERFORMANCE SECURITY BINDING ON VARIATIONS AND CHANGES**

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

Without limitation to the provisions of the preceding paragraph, whenever The Engineer determines an addition to the Contract Price as result of a change in cost and /or legislation or as a result of variation amounting to more than 10 percent of the Contract Price, The Contractor, at The Engineer's written request, shall promptly increase the value of the Performance Security by an equal percentage in accordance with the provisions of Sub-Clause 10.1.

### **11.1 INSPECTION OF SITE**

Add the following paragraph at the end of the clause:

“Wherever an option is made available to The Contractor in respect of any data provided to The Contractor by The Employer/The Engineer, The Contractor shall be solely responsible for ascertaining the correctness of such data and The Employer shall in no manner be liable on this behalf.

In particular and without limiting the generality of the aforesaid, The Contractor shall not rely upon such opinion or interpretation for any claim with respect to additional time or cost under the Contract”

### **12.2 ADVERSE PHYSICAL OBSTRUCTIONS OR CONDITIONS**

Add “determined under Sub–Clause 53.5” after the word “Contract Price” appearing in the end of para 1 of text under (b).

### **14.1 PROGRAMME TO BE SUBMITTED**

Add the following at the end of the first para:

The programme shall be submitted by the Contractor within 14 days from the date of receipt of Letter of Acceptance by The Contractor. This programme shall identify and highlight those activities, which are on the critical path. The programme shall be assessed/ revised at one (1) month interval and should include a chart of the principal activities of the Work forecast for monthly executions and an updated schedule of the payments to be made by The Employer to The Contractor. This programme of Works as scheduled shall form basis of Liquidated Damages pursuant to Clause 47.1 and Clause 47.4 of COC Part-II.

Following deliverables are mandatory to be furnished with Clause 14 program for original and revised programs;

- a. Summary of Clause 14 program for the entire project showing the general critical path
- b. Detailed breakdown of each/every section (if the project is divided into various sections for the ease of execution) under Clause 14 program showing the critical path for that specific section.
- c. Detailed charts/graphs showing the resource allocation of plant and equipment/machinery.

d. Detailed charts/graphs showing human resource allocation.

In addition, cash flow estimates shall be supported with inputs of over drafts organized with financial institutions at various stages of the projects to meet the funding requirements of the project. The Contractor shall supply and maintain at his site office for his and the Engineer/Employer use a licensed copy of the project management computer software package namely Prima Vera (latest version) or equivalent as used by The Contractor for programming to monitoring the progress. It shall be supplied complete with manuals and technical training and support for the duration of the Contract as per requirements assessed by The Engineer.

The clause 14 is to clarify the procurement actions to be linked up for financial backup with Mobilization advance for clarity. This needs procurement action to be included which have to be supportive with drawdowns from the mobilization advance, which shall be in the form of computerized Critical Path Method (CPM) in accordance with the relevant Special Provision SP of this Bidding Documents.

The programme shall take into account mainly:

- (1) Execution of Works;
- (2) Labour Employment;
- (3) Local Material Procurement;
- (4) Equipment, plant and Machinery deployment plan
- (5) Material Imports, if any; and
- (6) Other details as required by the Engineer.

### **14.3 CASH FLOW ESTIMATE TO BE SUBMITTED**

The detailed Cash Flow Estimate shall be submitted within 14 days from the date of receipt of Letter of Acceptance

The cash flow estimate submitted with Tender shall be revised each time the construction programme is revised and submitted under either Sub-Clause 14.1 or Sub-Clause 14.2.

The following Sub-Clause 14.5 is added:

### **14.5 DETAILED PROGRAMME AND MONTHLY PROGRESS REPORT**

(a) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 10 copies each of Monthly Progress Reports covering:

- (1) A Construction Schedule indicating the monthly progress in percentage;
- (2) Description of all work carried out since the last report;
- (3) Description of the work planned for the next 30 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
- (4) Monthly summary of daily job record;
- (5) Photographs to illustrate progress;

- (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same; and
- (7) Video of major project activities and milestones.

The submission of the progress reports shall be condition precedent to the certification of the Contractor's payments by The Engineer.

It is essential that all prints are marked on the back indicating the job, feature shown, date taken and any other references.

(b) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of each of the Contractor's and sub-contractor's equipment.

The following Sub-Clauses 15.2 and 15.3 are added:

#### **15.2 LANGUAGE ABILITY OF CONTRACTOR'S REPRESENTATIVE**

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

All Key Staff and their replacements shall be approved by The Employer before deployment. The approval by The Employer of The Contractor's Key Staff shall not in any way relieve The Contractor of his duties and responsibilities under the Contract.

#### **15.3 CONTRACTOR'S REPRESENTATIVE**

The Contractor's authorised representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

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

The following Sub-Clauses 16.3 and 16.4 are added:

#### **16.3 LANGUAGE ABILITY OF SUPERINTENDING STAFF OF CONTRACTOR**

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

#### **16.4 EMPLOYMENT OF LOCAL PERSONNEL**

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

### 19.1 SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT

“Add new Sub-Clauses (d) and (e)” as follows:

(d) The Contractor shall exercise care to protect the existing landscape and shall conduct his construction operations so as to prevent any destruction, scarring or defacing of the surroundings in the vicinity of the Works. On completion of the Works, all work areas shall be leveled and graded in a manner to conform the original appearance of the landscape. Where unnecessary destruction, scarring damage or defacing may occur as a result of The Contractor’s operations, it shall be repaired or otherwise corrected as directed by The Engineer at The Contractor’s expense.

(e) During the performance of the work required under the Contract, The Contractor shall carry out proper and efficient measures as often as necessary to reduce the dust nuisance, and to prevent dust originating from his operations.

The following Sub-Clauses 19.3 and 19.4 are added:

### 19.3 SAFETY PRECAUTIONS

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

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

### 19.4 LIGHTING WORK AT NIGHT

In the event of work being carried out at night, The Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted and safety lights (warning/hazards) shall be provided where flow of traffic is to be regulated close to the construction activity at night. All arrangement adopted for such lighting shall be to the satisfaction of The Engineer’s Representative.

### 20.4 EMPLOYER’S RISKS

Delete the text and substitute with the following: The Employer’s risks are:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
  - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,

- (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war, (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;

(b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;

(c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and

(d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:

- (i) could not have reasonably foreseen, or
- (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
  - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
  - (b) insure against.

## **21.1 INSURANCE OF WORKS AND CONTRACTOR'S EQUIPMENT**

In the first line of Sub-Clause 21.1 add "prior to Commencement of the Works" after "The Contractor shall", and add "in the joint names" after "insure" in second line.

After paragraph (c), add new paragraph (d) as follows:

d) Such insurance shall provide for compensation to be payable in the types and proportions of currencies needed to cover the loss or damage incurred.

## **21.2 SCOPE OF COVER**

Delete "and" and insert comma between (a) & (b) and add "and (c)" after (b) in the first line.

## **21.4 EXCLUSIONS**

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) (i) to (iv).

The following Sub-Clause 21.5 is added:

### **21.5 INSURANCE OF WORKS DURING DLP**

1. The Contractor shall, without limiting his or The Employer's obligations and responsibilities under clause 20, insure:

- a) The Works, to the full replacement cost
- b) An additional sum of 15% of such replacement cost

2. The insurance in paragraph (a) above shall be in the joint names of The Contractor and The Employer and shall cover:

- a) The Employer and The Contractor shall against all the loss or damage from whatsoever cause arising with the following exclusions:
  - i) as provided in Sub-Clause 21.4
  - ii) wear and tear, gradual deterioration, expansion or contraction due to changes of temperature.
- b) Such insurance shall commence from effective date of substantial completion of the Works. The insurance shall expire on the expiration of the Defect Liability Period.

3. The Bid rates shall be deemed to have included all such obligations required under this Sub-Clause and no separate payment shall be made to The Contractor for such insurance.

### **23.2 MINIMUM AMOUNT OF THIRD-PARTY INSURANCE**

Add the following at the end:

“The Contractor shall insure against liability to third parties for any death or personal injury and loss of or damage to any physical property arising out of the performance of the Contract and occurring before the issue of the last Defects Liability Certificate. The minimum amount of such insurance, per occurrence with number of occurrences, unlimited is as follows:

|   |   |
|---|---|
| Fatal accidents causing death:              | Rs. 2,000,000/- or as per applicable law, whichever is higher, In addition to that the contractor will also provide transport to the deceased town and bear all, burial expenditures. |
| Loss of any two limbs:                      | Rs. 1,000,000/- or as per applicable law, whichever is higher   |
| Loss of any one limb:                       | Rs. 500,000/- or as per applicable law, whichever is higher   |
| Injury to body requiring medical treatment: | All indoor treatment expense including pay and allowances of that period  |

The following Sub-Clause 25.5 is added:

### **25.5 INSURANCE COMPANY**

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company\* operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

Minimum AA Rated Insurance Company from PACRA and / or JCR acceptable to the Employer.

### **27.1 FOSSILS**

Add “determined under sub clause 53.5” after the words “Contract Price” appearing in the end of first line of text under (b).

### **30.3 TRANSPORT OF MATERIAL OR PLANT**

Delete the whole text of this Sub-Clause and substitute as follows:

If, notwithstanding Sub-Clause 30.1 any damage occurs to any bridge or road communicating with or on the routes of the Site arising from the transport of materials or plant, The Contractor shall notify The Engineer with a copy to The Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitle to make such claim. The Employer shall not be liable for any costs, charges or expenses in respect of any damage occurring to any bridge or road arising from the transport of material or plant by The Contractor. The Contractor shall keep indemnified The Employer against all such claims. The Contractor shall negotiate the settlement of claim with the authority and pay all sums due in respect of all such claims, proceeding, damages, costs, charges and expenses.

The Contractor shall notify The Engineer and The Employer about the negotiations, in respect of settlement of claims. In case of failure in payment of claimed amount by The Contractor, The Employer shall recover the amount of such claim from The Contractor by making deductions from any monies due or to become due to The Contractor and shall notified The Contractor accordingly.

Add the following new sub-clause:

### **30.5 EXTRAORDINARY TRAFFIC**

Nothing contained above shall excuse The Contractor or any of his sub-contractor(s) from complying with state laws regulating traffic on highways and bridges.

The following Sub-Clause 31.3 is added:



### **31.3 CO-OPERATION WITH OTHER CONTRACTORS**

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.14 are added:

### **34.2 RATES OF WAGES AND CONDITIONS OF LABOUR**

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

### **34.3 EMPLOYMENT OF PERSONS IN THE SERVICE OF OTHERS**

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

### **34.4 HOUSING FOR LABOUR**

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the satisfaction and subsequent to the approval of the Engineer.

### **34.5 HEALTH AND SAFETY**

Due precautions shall be taken by The Contractor, and at his own cost, to ensure the safety of his staff and labour. Use of personal safety gear like safety helmets, safety gloves, safety shoes etc., by the workers in the hazardous work areas shall be encouraged and be made mandatory for the purpose. In collaboration with and to the requirements of the local health authorities The Contractor shall ensure that first aid equipment and stores, and suitable emergency service are available at the camps, housing and on the Site at all times throughout the period of the Contract and that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

### **34.6 EPIDEMICS**

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

### **34.7 SUPPLY OF WATER**

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

### **34.8 ALCOHOLIC LIQUOR OR DRUGS**

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

### **34.9 ARMS AND AMMUNITION**

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

### **34.10 FESTIVALS AND RELIGIOUS CUSTOMS**

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

### **34.11 DISORDERLY CONDUCT**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

### **34.12 REPATRIATION OF LABOUR**

The Contractor shall be responsible for the return to the place of recruitment or domicile of all persons recruited and employed for the purposes of or in connection with the Contract, and shall maintain suitable accommodation and amenities for such persons until they have left the Site.

### **34.13 MEASURES AGAINST INSECT AND PEST NUISANCE**

The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect nuisance, rats and other pests and reduce the dangers to health and the general nuisance occasioned by the same. The Contractor shall provide his staff and labour with suitable prophylactics for the prevention of malaria and take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of

the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the Site.

### **34.14 DANGEROUS MATERIALS**

The Contractor shall convey, store and make use of all explosives, dangerous petroleum, acetylene, carbide of calcium and other similar material provided by them for use in or on the Works in strict accordance with the provision of all laws, orders and regulations that are in force at the Site or may be issued from time to time by the Government.

The following Sub-Clauses 35.2 and 35.3 are added:

### **35.2 RECORDS OF SAFETY AND HEALTH**

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

### **35.3 REPORTING OF ACCIDENTS**

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

### **36.5 THE ENGINEER'S DETERMINATION WHERE TEST NOT PROVIDED FOR**

Add "determined under sub clause 53.5" after the words "Contract Price" appearing in the end of first line of text under (b).

The following Sub-Clause 36.6 is added:

### **36.6 USE OF PAKISTANI MATERIALS AND SERVICES**

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

### **37.6 PRE SHIPMENT INSPECTION / TESTING**

The following sub-clause 37.6 is added after sub-clause 37.5:

"Pre-Shipment Inspection / Testing shall be witnessed by the personnel (one each) of the Employer and the Engineer at manufacturer premises or premises of Authorized Representative of manufacturer. All costs in connection with witnessing of the factory acceptance tests by the Employer and the Engineer shall be borne by the Contractor, deemed to be covered in rates quoted by Contractor in BOQ. These shall include the cost of air travel (economy class) from Pakistan to place of inspection / testing and back, hotel accommodation

/ boarding / lodging (as per actual) and inland transportation. Besides other costs of travelling and lodging etc. (as above) for inspection / testing to be conducted inside Pakistan for each visit of every person to witness these tests.”

#### **40.2 THE ENGINEER’S DETERMINATION FOLLOWING SUSPENSION**

Add “determined under sub clause 53.5” after the words “Contract Price” appearing in the first line of text under (b).

#### **41.1 COMMENCEMENT OF WORKS**

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

#### **42.2 FAILURE TO GIVE POSSESSION**

Add “determined under sub clause 53.5” after the words “Contract Price” appearing in the end of first line of text under (b).

The following Sub-Clause 45.2 is added:

#### **45.2 OVERTIME WORKING**

Working hours shall be observed by The Contractor as stipulated in the Labour Laws of Pakistan. However, when deemed necessary to expedite the Works, overtime, night time or holiday working may be allowed by The Engineer upon The Contractor’s request. The Contractor in these cases shall pay all the costs of The Engineer and his staff for such overtime, night time and holiday working at Site which are deemed to be inclusive in the bid cost.

The following Sub-Clause 47.3 and 47.4 are added:

#### **47.3 BONUS FOR EARLY COMPLETION OF WORKS**

Not Applicable.

#### **48.2 TAKING OVER OF SECTIONS OR PARTS**

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid “Special Stipulations”.

Following sub-clause 48.5 is added:

#### **48.5 COMPLETION INSPECTION**

For the purposes of Sub-Clause 48.1, 48.2 and 48.3, Tests on completion shall be deemed to include a joint inspection of the substantially completed Works by The Employer's Representative, The Engineer/Engineer's Representative and The Contractor and such other Tests proposed by The Engineer.

The Engineer in pursuance of the Inspection recommendations of the committee shall within 28 days of the date of delivery of the notice mentioned under Clause 48.1 shall recommend to The Employer for the issuance of the Taking Over Certificate.

#### **49.2 COMPLETION OF OUTSTANDING WORKS AND REMEDYING DEFECTS**

Item (a) Line 2: After "as soon as practicable after such date" add "but not later than 90 days".

The following Sub-Clauses 49.5, 49.6, 49.7 and 49.8 are added:

#### **49.5 FINAL HAND-OVER**

At the end of the Defects Liability Period or the extended period, if any, stipulated in the Contract, The Employer on application of The Contractor, shall decide the members of the final hand-over committee in the same manner as stated in Clause 48 of the Conditions of Contracts for the Taking-Over Certificate, and announce the same to The Contractor. The committee, after investigation of the Works, if satisfied that there are no deficiencies or defects due to the work of The Contractor, shall certify the final hand-over, and The Engineer will then issue "Defects Liability Certificate" in accordance with Clause-62 hereof.

#### **49.6 MAKING GOOD DAMAGES TO SERVICES, EARTH-FACES, ETC.**

The Contractor shall make good, at his own cost, all damages to telephone, telegraph and electric cables or wires, sewers, water or other pipes except where the Authority, The Employer or private party owning or responsible for the same elects to make good the damages.

All injury to the surface of the land, to the beds of water courses, protecting banks, riverbeds, etc. where disturbed by the Works (other than where specifically ordered by The Engineer) shall be repaired by The Contractor or the authorities concerned, at The Contractor's expense. All such making good shall be to the satisfaction of The Engineer.

#### **49.8 EXTENSION OF DEFECT LIABILITY PERIOD**

The Employer shall be entitled to an extension of the Defect Liability Period for the works or a section on account of failure of The Contractor to rectify a defect or damage.

#### **51.2 INSTRUCTIONS FOR VARIATIONS**

At the end of the first sentence, after the word "Engineer", the words "in writing" are added.

#### **52.1 VALUATION OF VARIATIONS**

The text is deleted and substituted with the following

All variations referred to in Clause 51 and any additions in writing to the Contract Price which are required to be determined in accordance with Clause 52 (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of The Engineer, the same shall be applicable.

The quantities given in the Contract are estimated and may vary during the execution of the project. The rates entered in the priced Bill of Quantities in the Contract will be fixed and applicable to all quantities (both increased or decreased) as may result during the execution of the project. No revision of rates shall be permissible for any variation in quantities, except for such work which has not been included in the priced Bill of Quantities or not already shown in the drawings.

If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by The Engineer with The Employer and The Contractor, suitable rates or prices shall be agreed upon between The Engineer and The Contractor. In the event of disagreement, The Engineer shall within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later fix such rates or prices as are, in his opinion, appropriate and shall notify The Contractor accordingly, with a copy to The Employer. Until such time as rates or prices are agreed or fixed, The Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 60.

## **52.2 POWER OF THE ENGINEER TO FIX RATES**

The text is deleted and substituted with the following

The rate entered in the priced Bill of Quantities will not be changed due to any increase/decrease in quantities. However, The Engineer may fix new rates for any work to be executed by The Contractor under this Contract as a result of written instructions given by The Engineer, provided that such items of work are not included in the priced Bill of Quantities or are not shown in the drawings.

After due consultation by The Engineer with The Employer and The Contractor, a suitable rate or price shall be agreed upon between The Engineer and The Contractor. In the event of disagreement, The Engineer shall fix such other rate or price as is, in his opinion, appropriate and shall notify The Contractor accordingly, with a copy to The Employer. Until such time as rates or prices are agreed or fixed, The Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 60.

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

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

### **53.3 SUBSTANTIATION OF CLAIMS**

Add “but not more than 28 days” in the end of seventh line after the word “require”.  
Delete the text “if required by The Engineer so to do” appearing in the second and third last lines.

### **53.4 FAILURE TO COMPLY**

This sub-clause is deleted in its entirety.

### **54.1 THE CONTRACTOR’S EQUIPMENT**

Add the following paragraph at the end of the clause:

“The Contractor shall forward to The Engineer at the end of each month returns showing the Constructional Plant, materials, etc., on Site, in a form prescribed by The Engineer”.

### **54.5 CONDITIONS OF HIRE OF CONTRACTOR’S EQUIPMENT**

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor’s Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clause 55.2 is added:

### **55.2 OMISSION OF QUANTITIES**

Items of the Works described in the Bill of Quantities for which no rate or price has been entered in the Contract shall be considered as included in other rates and prices in the Contract and will not be paid for separately by The Employer.

The whole cost of complying with the provisions of the contract shall be included in the items provided in the priced bill of quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of works.

### **60.1 MONTHLY STATEMENTS**

Sub-clause 60.1 is deleted and substituted as under:

The Contractor shall submit a statement in six (6) copies to The Engineer at the end of each month, in a tabulated form approved by The Engineer, showing the amounts to which The Contractor considers himself to be entitled. The statement shall include the following items,

as applicable, which shall be taken into account in the sequence listed in the relevant Special provisions.

## **60.2 MONTHLY PAYMENTS**

Sub-clause 60.2 is deleted and substituted as under:

“The said statement shall be approved or amended by The Engineer in such a way that, in his opinion, it reflects the amount in various currencies due to The Contractor in accordance with the Contract, after deduction of any sums which may have become due and payable by The Contractor to The Employer including retention of the amount stated in Appendix-A to the Bid. In cases where there is a difference of opinion as to the value of any item, The Engineer’s view shall prevail. Within 28 days of receipt of the monthly statement referred to in Sub-clause 60.1, The Engineer shall determine the amounts due to The Contractor and shall issue to The Employer and The Contractor a certificate herein called “Interim Payment Certificate”, certifying the amounts due to The Contractor.

Provided that The Engineer shall not be bound to certify any payment under this Sub-clause if the net amount thereof, after all retentions and deductions, would be less than the Minimum Amount of Interim Payment Certificates stated in the Appendix A to Tender.

## **60.3 PAYMENT OF RETENTION MONEY**

Add the following after the word “Contractor” in the third line of para (b):

“subject to the condition that the accounts of work are finalized and there is no audit observation, audit Para, draft Para, advance Para etc. involving recovery from the Contractor is outstanding against this Work.”

## **60.6 FINAL STATEMENT**

The following paragraph is added at the end:

“If, following discussions between The Engineer and The Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, The Engineer shall issue to The Employer an Interim Payment Certificate for those parts of the draft final statement which are not in dispute and in such case, the payment may also be made even the amount is found less than the minimum amount of IPC stated in Appendix A. The dispute shall then be settled in accordance with Clause 67. The Final Statement shall be agreed upon on settlement of the dispute”.

## **60.8 FINAL CERTIFICATE**

Delete the words “Other than under Clause 47” from Para (b), line 2.

## **60.9 CESSATION OF THE EMPLOYER’S LIABILITY**

Line 3: After “thereof” add “prepared in accordance with Clause 53”.



## **60.10 Time for Payment**

The text is deleted and substituted with the following:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor and has been delivered by the Engineer to the Employer, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor and has been delivered by the Engineer to the Employer. In the event of the failure of the Employer to make payment within the times stated, the Employer shall not pay to the Contractor any late payment interest. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

The following Sub-Clause 60.11 and 60.12 are added:

## **60.11 SECURED ADVANCE**

Not Applicable

## **60.12 FINANCIAL ASSISTANCE TO CONTRACTOR**

Financial Assistance shall be made available to The Contractor by The Employer as follows:

### **MOBILIZATION ADVANCE**

(a) An interest-free Mobilization Advance shall be limited to the maximum of fifteen (15)% of the sum of the Accepted Contract price stated in the Letter of Acceptance shall be paid by The Employer to The Contractor in two equal parts upon submission by The Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan acceptable to The Employer:

- (1) First part of 7.5% of the Accepted Contract price within 14 days after signing of the Contract Agreement or date of receipt of The Engineer's Notice to Commence, whichever is earlier; and
- (2) Second part of 7.5% of the Accepted Contract price within 28 days from the date of payment of the first part, subject to the satisfaction of The Engineer as to the state of mobilization of The Contractor.

(b) This Advance shall be recovered from the Interim Payment Certificates in such proportion as directed by The Engineer so that full amount is recovered before the Final payment certificate and the date of completion of the Works as per Clause 43 hereof.

## **63.1 DEFAULT OF CONTRACTOR**

Add para (f) and (g) at the end as follows:

- (f) If the work is observed to be behind the Clause 14.1 programme, to which consent has been given by The Engineer, in three consecutive intervals.

(g) If the Contractor fails to mobilize at the site in accordance with the Programme of Works.

**Delete the last paragraph of this sub-clause and substitute:**

“Then The Employer may after giving fourteen (14) days’ notice to The Contractor, enter upon the Site and the Works and terminate the employment of the Contractor without thereby releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and authorities conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Temporary Works and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provision of the Contract, as he or they may think proper, and The Employer may, at any time, sell any of The Contractor’s said equipment’s, temporary works, and unused plant & materials and apply the procedures or sale in or towards the satisfaction of any sums due or that become due to him from The Contractor under the Contract”.

Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

Following new Sub-Clauses 63.5, 63.6 and 63.7 are added:

**63.5 FAILURE IN MOBILIZATION**

Notwithstanding anything contained herein, failure of The Contractor to mobilize at site in accordance with Program of Works shall lead to discharge of both the Parties from further performance except as to The Employer’s rights under this Clause to encash the full amount of the Bank Guarantee for Mobilization Advance and Performance Security together with utilization of Insurance Policies furnished by The Contractor in respect of Contract as compensation against Damages incurred upon The Employer due to such failure of The Contractor to mobilize at Site. The Employer shall have the further right of debarring The Contractor from participation in future **Works in the Employer’s department** and to recommend Pakistan Engineering Council for blacklisting as per PEC bylaws. The application or otherwise of this Sub clause shall be at the discretion of The Employer and in case of its application Sub Clauses 63.2, 63.3 and 63.4 shall not apply.

**63.6 CORRUPT AND FRAUDULENT PRACTICES**

If in the judgment of The Employer The Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, then The Employer may, after having fourteen 14 days’ notice to The Contractor, terminate The Contractor’s employment under the contract and expel him from the site, and the provision of clause 63 shall apply as if such expulsion had been made sub-clause 63.1 of General conditions of Contract Part-I.

For the purpose of this sub-clause:

“Corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of The Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive The Employer of the benefits of free and open competition”.

### **63.7 REMEDY FOR DELAYS BY THE CONTRACTOR**

In the event a delay, on the part of The Contractor, is determined by The Engineer in the commencement and / or completion of works or any part(s) of works, The Engineer shall issue instruction to The Contractor along with a time-based schedule of resource mobilization at site(s). If The Contractor fails to evidence such resource mobilization at site(s) as instructed by The Engineer, the matter shall be treated as non-compliance of The Engineer’s instruction and shall be deemed as default on the part of The Contractor. In such a case, The Engineer, with the consent of The Employer, shall have the right to mobilize any other person(s) to the site(s) at the risk and cost of The Contractor to execute such works after notifying The Contractor.

### **65.2 SPECIAL RISKS**

The text is deleted and substituted with the following:

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

### **67.3 ARBITRATION**

In the sixth to eight lines, the words “shall be finally settled ..... appointed under such Rules” are deleted and substituted with the following:

shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

The following paragraph is added:

The place of arbitration shall be Karachi, Pakistan.

### **68.1 NOTICE TO CONTRACTOR**

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.



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

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

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

#### **75.1 TERMINATION OF CONTRACT FOR EMPLOYER'S CONVENIENCE**

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 28 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

#### **76.1 LIABILITY OF CONTRACTOR**

The Contractor or his assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

#### **77.1 JOINT AND SEVERAL LIABILITY**

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

#### **78.1 DETAILS TO BE CONFIDENTIAL**

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any

publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

## **SPECIFICATIONS -**

Refer Volume 3 of Bidding Documents for Specifications

# **DRAWINGS**

Refer Volume 4 of Bidding Documents for Drawings