



SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF AIRCONDITION WORKS AT HIGH COURT BUILDINGS

BIDDING & CONTRACT DOCUMENTS

VOLUME – I
INVITATION TO BIDS
INSTRUCTIONS TO BIDDERS
BIDDING DATA
FORM OF BID & APPENDICES TO BID
BILL OF QUANTITIES
CONDITIONS OF CONTRACT

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**INSTRUCTIONS
TO
BIDDERS**



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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents and summarized in the Bidding Data hereinafter referred to as the “Works”. The scope of work which includes, but shall not be limited to:
- 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 in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this 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.
 - b. Duly prequalified / enlisted with the Employer.

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 submits or 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 or any of their personnel or agents will be granted permission by the Employer to enter upon his premises and plots 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. Post Qualification Document
2. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. Specifications - Technical Provisions.
7. Form of Bid & Appendices to Bid.
8. Bill of Quantities (Appendix-D to Bid).
9. Form of Bid Security.
10. Form of Contract Agreement.
11. Forms of Performance Security and Mobilization Advance Guarantee/Bond.

- 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 Sub—Clause 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 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 Accompanying the Bid

- 11.1 Each bidder shall:
- (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
 - (b) Update the information indicated and listed in the Bidding Data and previously submitted with the application for qualification, and continue to meet the minimum criteria set out in the pre-qualification documents which as a minimum, would include the following:
 - (i) Evidence of access to financial resources along with average annual construction turnover;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Present Work commitments.
 - (iv) Current litigation information
 - (v) Availability of critical equipment.and
 - (c) Furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization programme etc;



11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

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

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient details to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications 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 Sub-Clause 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 their 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 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 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 or an insurance guarantee from an insurance company having at least AA rating from PACRA/JCR in favour 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 Sub-Clause 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 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; or
 - (ii) sign the Contract Agreement.

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 Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 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 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. 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 Sub-Clause 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 considered as 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 Form of 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 Form of Bid 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 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub-Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub-Clause 19.2 hereof.



- 19.2 The inner and outer envelopes shall:
- (a) be addressed to the Employer at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the contract as defined in the Bidding Data; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub-Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

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

- 21.1
- (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 Sub-Clauses 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

IB.23 Bid Opening

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

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



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.

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; and (iv) 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; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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 Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 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 Daywork; 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 Sub-Clause IB 29.2.
- 29.2 The Employer having credible reasons for, or prima facie evidence, of any defect in Bidders' capacities, will determine to its satisfaction that the substantially responsive, lowest evaluated Bidder, whether already pre-qualified or not, is qualified to satisfactorily perform the Contract in accordance with the applicable Qualification Criteria.

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

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



IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 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.
- 31.3 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 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 Sub-Clause IB.32.1 or Clauses 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 may 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



Bidding Data

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

- *Instructions to Bidders Clause Reference*

- 1.1 Name and address of the Employer:

**The Registrar,
Sindh High Court
2nd Floor, Old Building, Sindh High Court,
Karachi.
Tel: 021-99203161, 021-99203220**

- 1.1 Project Description:

Supply, Installation, Testing & Commissioning of Airconditioning Works at High Court Buildings at Karachi

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

Employer's own sources

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:

Eligibility Requirement stated in attached Document - Volume – II Post Qualification Document (Evaluation Criteria)

- 7.1 Contents of Bidding Documents

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

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

- 7.1.1 **Technical Bid:**

Volume-II

Post Qualification Document (Evaluation Criteria)

- 7.1.2 **Financial Bid**

Volume-I

- (i) Instruction to Bidders.
- (ii) Bidding Data.
- (iii) Appendices to Bid
- (iv) Forms of Bid Security Performance Security, Contract Agreement, Mobilization Advance Bank Guarantee
- (v) Bill of Quantities
- (vi) Part-I - General Conditions of Contract.
- (vii) Part-II - Particular Conditions of Contract (Special Provisions)
- (viii) Technical Specifications for Works and General Requirements



- 8.1 Time limit for clarification:
7 days prior to the dead line for submission of Bid Documents
- 10.1 Bid language:
English language will be used for bidding and correspondence.
- 11 **Documents Accompanying the Bid**
Delete the text of Sub-Clause 11.1(c) and substitute with the following:
- 11.1(c) Bidding Procedure shall be carried out in accordance with **PPRA Rule 36(b) Single Stage – Two Envelope Procedure** of Pakistan Public Procurement Rules, 2004. The Bid shall comprise two separate envelopes submitted simultaneously, one called the Technical Bid and other the Financial Bid, containing the documents listed as under;
- (i) The Bidder shall submit its **Technical Bid** in accordance with **Post Qualification Document** and the Evaluation Criteria stated therein:
 - (ii) The Bidder shall submit its **Financial Bid** comprising the documents stated in ITB 7.1.2 above
- 11.2 Sub-Clause 11.2 deleted in its entirety. Joint venture not allowed for this work.
- 13.1 Bidders to quote entirely in Pak. Rupees.
- 14.1 Period of Bid validity:
The period of Bid Validity shall be 90 days after the dead line for submission of Bids.
- 15.1 Amount of Bid Security:
The Bid Security shall be minimum 2% of the Bid Price.
- IB16 Alternate Proposal by Bidder
The Clause is deleted in its entirety.
- 17.1 Venue, time, and date of the pre-Bid meeting:
As per Notice Inviting Bids
- 18.4 Number of copies of the Bid to be completed and returned:
One original and one copy
- 19 Sealing & Marking of Bids
Add Clause 19.5 as under
- (a) Bid Security shall be put in a separate envelope. The envelope of Bid Security shall be sealed with the envelope of Financial Bid. The envelopes containing the Original Bid and other Bid Documents shall be put in a larger envelope, which will be properly sealed and returned



by the fixed date and time of Bid submission as specified in the Notice Inviting Bids.

- (b) **A copy of Bid Security hiding the amount shall be submitted with the Technical Bid Envelope. Failure shall result in non-responsiveness.**

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

**The Registrar,
Sindh High Court
2nd Floor, Old Building, Sindh High Court,
Karachi.
Tel: 021-99203161, 021-99203220**

19.2(b) Name and Number of the Contract:

As per Tender Notice

20.1(a) Deadline for submission of bids:

As notified by Employer in Invitation for Bids

BID OPENING AND EVALUATION FOR SINGLE STAGE - TWO ENVELOPE BIDDING PROCEDURE

Clause 23.1 to 23.4 of Instructions to bidders are replaced as under

A- OPENING OF BIDS

23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet / Invitation for Bid 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 Venue, time, and date of Bid 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.

Following Clauses are added

- 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.

B- EVALUATION OF TECHNICAL BIDS

- 23.6 The Employer shall examine the information submitted by the bidder regarding its financial capability, experience capability, qualification of key staff and equipment data submitted by the bidder and evaluate as per Post Qualification Document. 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 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.
- 23.8 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.
- 23.9 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.

23.10 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 Financial Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Financial Bids.

23.11 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

23.12 23.13 venue Date and Time of Technical Bid Opening

Venue: ***As notified by Employer in Invitation for Bids***

Time: ***As notified by Employer in Invitation for Bids***

Date: ***As notified by Employer in Invitation for Bids***

29.1 Sub-clause 29.1 is deleted and replaced with following

Subject to clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been found Most Advantageous Bid i.e. the bid which has been determined to be substantially responsive to the eligibility criteria and other terms of Bidding Documents and who has offered the lowest evaluated Bid Price

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

Amount equal to 10% of the Contract Price in the form of Bank Guarantee from any scheduled bank in Pakistan or a Bank Guarantee from a bank located outside Pakistan duly counter guaranteed by a scheduled Bank in Pakistan or (c) an insurance guarantee from an insurance company having at-least AA rating from PACRA/JCR.

Add the following Clause 37:

37 Black listing Mechanism

Code of Conduct:

- a. It is the Employer's policy to Contractors observes the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer follows, inter alia, the instructions contained in PPRA-2004 which defines:



"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or Firm/Company in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Consultant/Service Providers (prior to or after Proposal submission) designed to establish bid Prices at artificial, noncompetitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;"

- b. Under Rule-19 of PPR-2004, "The Employer can inter alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA. Such matters would be referred to the Blacklisting Committee that is empowered to take action accordingly:

NATURE OF FAULT	MEANS OF VERIFICATION
Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of FGEHA
Fraud	Cross verification of documentary undertakings submitted by Contractor/ Bidder / Consultant / Supplier
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion
Performance Deficiencies	Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/ Bidder/ Supplier /Consultant



**Appendix A to
Instructions to Bidders**

NAME OF ELIGIBLE COUNTRIES

All countries except India and Israil



**Appendix B to
Instructions to Bidders**

**EVIDENCE OF BIDDER'S CAPABILITY
(See Post Qualification Document)**



FORM OF BID AND SCHEDULES TO BID



FORM OF BID
(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Drawings, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____
_____ and being duly incorporated under the laws of _____ hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price comprising Foreign Currency Component of _____ (_____) and Local Currency Component of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period twenty-eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the whole of the Works comprised in the Contract within the time(s) stated in Preamble to the Conditions of Contract.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.



8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Works.
10. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. (Please delete in case of Bid from a single firm).

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____ duly

authorized to sign bids for and on behalf of _____
(Name of Bidder in Block Capitals)
(Seal)

Address

Witness:

(Signature) _____

(Name) _____

Address: _____

Occupation _____



SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Specific Works Data
- Schedule B to Bid: Work to be Performed by Subcontractors
- Schedule C to Bid: Proposed Programme of Works
- Schedule D to Bid: Deviations from Technical Provisions
- Schedule E to Bid: Deviations from Contractual Conditions
- Schedule F to Bid: Method of Performing Works
- Schedule G to Bid: Proposed Organisation
- Schedule H to Bid: Integrity Pact



SCHEDULE – A TO BID

SPECIFIC WORKS DATA

Air Conditioning Works at Sindh High Court Buildings at Karachi



SCHEDULE – B TO BID

WORK TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

<u>Items of Work to be Sub-Contracted</u>	<u>Name and address of Sub-Contractor</u>	<u>Statement of similar works previously executed (attach evidence)</u>
---	---	---

Note:

1. No change of Sub-Contractor shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of work, year completed and name & address of the clients.



SCHEDULE – C TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart/CPM/PERT form showing the sequence of work items by which he proposes to complete the work of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.



SCHEDULE – D TO BID

**DEVIATIONS
FROM
TECHNICAL PROVISIONS**

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified terms, those must be listed in the space provided below:

Sr. No.	Clause No. / Section No.	Deviations/Clarifications
---------	--------------------------	---------------------------

[Note: Attach additional sheets, if necessary]



SCHEDULE – E TO BID

**DEVIATIONS
FROM
CONTRACTUAL CONDITIONS**

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, those must be listed in the space provided below:

Sr. No.	Clause No. / Section No.	Deviations/Clarifications
---------	--------------------------	---------------------------

[Note: Attach additional sheets, if necessary]



SCHEDULE – F TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erection plant, tools and vehicles proposed to be used in carrying out the Works at Site, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by him for Civil Work and Erection, Testing and Commissioning of the Works, in sufficient detail to demonstrate fully that the equipment will meet all the requirements of the Technical Provisions.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Details regarding mobilisation 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.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.



SCHEDULE – H 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 Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]



SCHEDULE OF PRICES/BILL OF QUANTITIES



1. PREAMBLE TO SCHEDULE OF PRICES/BILL OF QUANTITIES

1. General

- 1.1 The Schedule of Prices/Bill of Quantities shall be read in conjunction with the Conditions of Contract together with the Specifications and Drawings.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of Work.

2. Description

- 2.1 The general directions and descriptions of work and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.
- 2.2 The quantities shown in the Schedule of Prices are estimated quantities only as an indication of the Scope of Work to enable the bidder to bid for different items of the Works for his estimate of costs. The estimated quantities shall be used for comparing the bids. It is, however, to be noted that in the event of any increase or decrease in the quantity of any item of Works and subject to provisions of the Conditions of Contract herein, the actual quantities executed will be paid.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme International' Unites (SI Units).

The following abbreviations shall be used in the Schedule of Prices:

	<u>Abbreviation</u>
Foreign Currency Component	FCC
Local Currency Component	LCC
United States Dollars	US\$
Pakistani Rupees	PKR/Rs
Number	No.
Kilometer	km
Kilogram	Kg
Cubic Meter	Cu.m
Provisional Sum	PS
Percent	%



4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the work set forth or implied in the Contract; except for the amounts reimbursable to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Conditions of Contract, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date twenty eight (28) days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 The bidder shall be deemed to have obtained all information as to port clearance facilities and charges, loading and unloading facilities and charges, storage facilities and charges, transportation facilities and charges, congestion and/or other conditions to be expected at Karachi Port and or any other seaport of Pakistan and all requirements related thereto.

The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

The bidder shall be deemed to have included all clearing, forwarding and other incidental costs in this regard in his bid. The Contractor will have the option to use either Karachi Port or any other seaport of Pakistan.



- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect for commercial operation. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Plant, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Provisional Sums

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



SUPPLY, INSTALLATION & TESTING COMMISSIONING OF AIR CONDITIONING WORKS AT HIGH COURT BUILDINGS, KARACHI SUMMARY OF BID PRICE				
S. No.	Description	Material Cost inclusive of GST	Labour Cost (Installation, Testing & Commissioning)	Total
		(PKR)	(PKR)	(PKR)
1	Section 01: Supply, DX- Type Split Air Conditioning System			
2	Section 02: Supply, Installation & Testing of Copper Piping Works			
3	Section 03: Supply, Installation & Testing of Drain Works			
4	Section 04: Supply & installtion of Electrical Works			
5	Section 05: Supply & installtion of Mechanical Works			
6	Section 06: Miscellaneous Works			
7	Section 07: Spare Parts			
8	Section 08: Dismantallting Works			
TOTAL AMOUNT(Rs.)				
GRAND TOTAL AMOUNT(Rs.)				

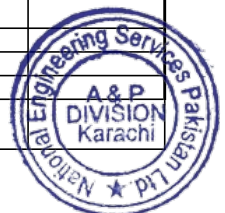
(Amount in Words _____)



SUPPLY, INSTALLATION & TESTING COMMISSIONING OF AIR CONDITIONING WORKS AT HIGH COURT BUILDINGS, KARACHI

BILL OF QUANTITIES

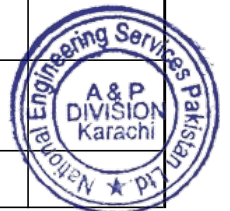
BOQ No.	Description	Qty	Unit	Material Unit Rate	Material Cost	Installation Unit Rate	Installation Cost	Total Cost
1	2	3	4	5	6 x 4	8	8 x 4	7 + 9
	All Air Conditioning, Mechanical Ventilation Works shall be completed, tested and commissioned as per drawings, specifications, ready to operate and as per the instruction of Client/Consultant. (Units should be Energy Efficient, Latest Model with LED Display, 3 Years Warranty & After Sale, Technical Services available in Karachi City). (Please note that during Defects liability period, the Contractor shall keep deployed its Technical staff at Site to attend maintenance issues, if any during Office Working Hours. The cost shall be built in quoted unit rates of other items)							
1	Unloading, rigging, lifting, placement at respective location, installation, testing and commissioning of DX-Type Split Air Conditioning of different capacities (as per mentioned in schedule) complete in all respects, ready to operate. Including supply of supports, brackets, flexible duct connection, rubber isolator, flashing, gas charging, control wiring & power wiring (connection) in G.I. for external / PVC for internal from outdoor unit to indoor unit complete in all respects ready to operate as per specification, drawings and as per instruction of Consultant. The units shall include the following sections: - Washable Filters - Dx-Type Cooling coil - Supply Air Fan and motor - Thermostat microprocessor type with temperature and fan speed selection - Automatic fan swing mechanism - Supply air plenum with adjustable grill - Outdoor units shall be suitable for operate in corrosive environments i.e. For Condenser Coils and fins shall be suitable to handle untreated fresh air and should be Hydrophilic coated fin which can pass 500 hrs Salt spray test.							
a	DX-Type Floor Standing Split Air Conditioning Units							
i	FSAC-1 (48000 BTU/HR)	53	Nos.					
ii	FSAC-2 (24000 BTU/HR)	46	Nos.					
b	DX-Type Wall Mounted Split Air Conditioning Units							
iii	WMSAC-1 (24000 BTU/HR)	37	Nos.					
iv	WMSAC-2 (18000 BTU/HR)	36	Nos.					
v	WMSAC-3 (12000 BTU/HR)	13	Nos.					
Sub Total (1a+1b)								
c	Installation of DX-Type Floor Standing Split Air Conditioning Units							
i	FSAC-1 (48000 BTU/HR)	53	Nos.					
ii	FSAC-2 (24000 BTU/HR)	46	Nos.					
d	Installation of DX-Type Wall Mounted Split Air Conditioning Units							
iii	WMSAC-1 (24000 BTU/HR)	37	Nos.					
iv	WMSAC-2 (18000 BTU/HR)	36	Nos.					
v	WMSAC-3 (12000 BTU/HR)	13	Nos.					
Sub Total (1c+1d)								
2	Supply, installation, testing and commissioning of refrigerant pipes (liquid + gas) with hangers and supports including 13mm thick expanded rubber foam insulation, PVC tape wrapping + control wiring from indoor to outdoor including Gas charging if required complete in all respects ready to operate as per specification, drawings and as per instruction of Consultant.							
	Φ3/8	16,192	Rft					
	Φ5/8	11,827	Rft					
	Φ3/4	4,365	Rft					
Sub Total (02)								



SUPPLY, INSTALLATION & TESTING COMMISSIONING OF AIR CONDITIONING WORKS AT HIGH COURT BUILDINGS, KARACHI

BILL OF QUANTITIES

BOQ No.	Description	Qty	Unit	Material Unit Rate	Material Cost	Installation Unit Rate	Installation Cost	Total Cost
1	2	3	4	5	6 x 4	8	8 x 4	7 + 9
3	Supply, Installation & Commissioning of U-PVC piping condensate drain including all cutting, fixing fitting, laying, cleaning and making good with 10 mm thick rubber foamed insulation, for drain water piping . The joints shall be properly sealed with manufacturer recommended solution and tape on circumferential joints and on longitudinal joints. complete in all respect as per drawings and specifications.							
i	3/4" Diameter	2,500	Rft					
ii	1" Diameter	1,575	Rft					
ii	1 1/4" Diameter	870	Rft					
ii	1 1/2" Diameter	650	Rft					
Sub Total (03)								
4	Supply & Installation of Distribution Board (DB), Power & Control Wire from Outdoor to DB & Indoor to Outdoor complete in all respect as per drawings and specifications.							
a	Power Wiring Form Outdoor To DB							
i	4-core/16mm Flexible	1,590	Rft					
ii	3-core/6mm Flexible	3,570	Rft					
iii	3-core/4mm Flexible	390	Rft					
b	Control Wiring From Indoor to Outdoor		Rft					
iv	3-core/2.5mm Flexible	16,800	Rft					
v	3-core/4mm Flexible	6,200	Rft					
c	Distribution Board (DB)		Rft					
v	MCB-01 (Sabihuddin Building)	1	Set					
vi	MCB-02 (Sabihuddin Building)	1	Set					
vii	MCB-03 (Sabihuddin Building)	1	Set					
viii	MCB-04 (Sabihuddin Building)	1	Set					
ix	MCB-05 (Old building)	1	Set					
x	MCB-06 (Old building)	1	Set					
xi	MCB-07 (Old building)	1	Set					
xii	MCB-08 (Old building)	1	Set					
xii	MCB-09 (Bar Council Building)	1	Set					
xiv	MCB-10 (Bar Council Building)	1	Set					
	MCB-11 (Bar Council Building)	1	Set					
	MCB-12 (Bar Council Building)	1	Set					
Sub Total (04)								
5	Supply & Installation of Indoor & Outdoor Chowki with paint and under coat to prevent form rusting complete in all respects as per drawing and specification.							
i	Indoor Chowki for FSAC	99	Set					
ii	Oudoot Chowki for FSAC & WMSAC	185	Set					
Sub Total (05)								
6	MISCELLANEOUS							
ii	Supply, Installation & commissioning of foundation for pipes and equipment including all noise and Vibration controller as per drawings and specifications.	1	Job					
iii	Supply, Installation & commissioning of hangers and supports for pipes, ducts and equipment including all noise and Vibration controller roller type and others as per drawings and specifications.	1	Job					
iv	Civil Work wall cutting, core cutting, cheiseling etc. as per drawings and as per instructions of Client / Consultant.	1	Job					



SUPPLY, INSTALLATION & TESTING COMMISSIONING OF AIR CONDITIONING WORKS AT HIGH COURT BUILDINGS, KARACHI

BILL OF QUANTITIES

BOQ No.	Description	Qty	Unit	Material Unit Rate	Material Cost	Installation Unit Rate	Installation Cost	Total Cost
1	2	3	4	5	6 x 4	8	8 x 4	7 + 9
v	Supply & Charging of Refregiration Gas for Commissioning of entire system	1	Job					
vi	Unloading, rigging, lifting of Outdoor Units through Crane from Ground Floor upto Roof as per drawings.	1	Job					
vii	Shop Drawings and As-built Drawings as per specifications.	1	Job					
Sub Total (06)								
7	Spare Parts							
i	Indoor Fan Motor	1	lot					
ii	Outdoor Fan Motor	1	lot					
iii	Indoor PCB	1	lot					
iv	Outdoor PCB	1	lot					
v	Outdoor Fan Motor	1	lot					
vi	Compressor (WM/FS)	1	lot					
Sub Total (07)								
8	Dismantalling Of Exsisting System							
i	Dismantalling of exsisting Sytem and Shifting upto nearest Yard located inside High Court building	1	Job					
Sub Total (08)								



LIST OF APPROVED MANUFACTURERS/BRANDS OF MATERIALS/EQUIPMENT

1. Qualifications of Manufacturers of Equipment and Material

The local and imported equipment offered by the Tenderers shall be of reputed manufacturers who have at least 20 (twenty) years of proven experience in the design and manufacture of such equipment and have all testing facilities for testing of equipment strictly in accordance with the laid down standards and specifications.

2. Brand Names

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

3. List of Manufacturers Recommended and as Offered

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

The equipment/material offered by these manufacturers will be subject to the compliance of offered models with the specification and required capacities.

S. No.	Equipment/Material	Recommended Manufacturer	Offered Manufacturer with Country of Origin
1.	Air Cooled Split Air-Conditioning Units (Anti corrosive type to suit Karachi environment)	a) LG, KOREA / THAILAND b) DAIKIN, JAPAN / THAILAND c) SAMSUNG, KOREA / THAILAND d) GREE, CHINA e) KENWOOD (JAPAN)	
2.	Condensate Drain Piping (PPR) Or u-PVC	a) IIL, PAKISTAN b) DADEX ETERNIT, PAKISTAN c) AGM PIPES, PAKISTAN d) HEAPWORTH, UAE e) PAK ARAB, PAKISTAN	
3.	Insulation for Condensate Drain and Refrigerant Piping	a) AEROFLEX, THAILAND b) SUPERLON, THAILAND c) AEROFOAM, UAE	
4.	Electrical Cables	a) PAKISTAN CABLES, PAK. b) NEWAGE, PAKISTAN d) FAST CABLES, PAKISTAN.	
5.	Fixing Bolts	a) RAWL b) HILTI c) FISHER d) DIAMOND WALRAVEN	
6.	Refrigerant Copper Pipe	a) MUELLER, USA b) Approved Equivalent	
7.	Flexible Duct Connections	a) ATCO b) SUPERLON c) FLEXIVA	



Sign & Stamp of The Contractor

**PREAMBLE
TO
CONDITIONS OF CONTRACT
PREAMBLE TO CONDITIONS OF CONTRACT**

Commencement Date	Sub-Clause 1.1.1.(i) The date for commencement of the Works is the date on which the Contractor receives order from Engineer to commence the Work.
Defect Liability Period	Sub-Clause 1.1.11 The Defect Liability Period is 365 days.
The Employer	Sub-Clause 1.1.12. The Employer is The Registrar, Sindh High Court, Karachi.
The Engineer	Sub-Clause 1.1.15. The Engineer is National Engineering Services Pakistan (Pvt.) Ltd.,4 th Floor N.I.C. Building, Abbasi Shaheed Road,off. Shahra-e-Faisal, Karachi.
Time for Completion	Sub-Clause 1.1.35. The Time for Completion is 90 days from the Commencement Date.
Warranty Period	Sub-Clause 1.1.40. The Warranty Period is three years for (goods/equipment)
Engineer's Duties & Authorities	Sub-Clause 2.1 Amount of Variation Order in emergency is plus/minus 15% of Contract Price.
Confirmation in Writing	Sub-Clause 2.6 (i) If the Contractor shall require the confirmation, it shall be notified to the Engineer within 14 days. (ii) Engineer shall confirm the decision/instruction within 14 days.
Ruling Language	Sub-Clause 5.1. The version in English language (ruling language) shall prevail.
Day to Day Communications	Sub-Clause 5.2. The language for day-to-day communications is English.
As-Built Drawings	Sub-Clause 6.10 As-Built drawings shall be provided to the Engineer within two month from the date of issue of Taking Over Certificate.
General Obligations	Sub-Clause 8.1 Detail of Erection and Testing Equipment and Maintenance Tools is given herein below: None.
Programme to be Furnished	Sub-Clause 12.1. The Programme must be submitted in the form of bar chart.
Electricity Water, Gas and Other Services	Sub-Clause 14.3. Supplies on the Site are: a.Electricity: Provided
Employer's Equipment	Sub-Clause 14.4. The following Employer's equipment is available for use by the Contractor under the Employer's operation: None
Working Hours	Sub-Clause 18.3. The normal working hours are as per local law.



Time for Completion	Sub-Clause 25.1 (i) Place of the Project: Karachi (ii) Period: 60 calendar days from the commencement date.
Earlier Completion	Sub-Clause 26.3 (i) Amount of Bonus per day: Not applicable (ii) Max. Amount of Bonus: Not applicable
Delay in Completion	Sub-Clause 27.1. Failure to meet the Time for Completion entitles the Employer to reduction in Contract Price as follows: Percentage per day 0.1 % of Contract Price. Maximum : 10 % of the Contract Price.
Prolonged Delay	Sub-Clause 27.2. Maximum amount recoverable from the Contractor by the Employer 20% of the Contract Price.
Terms of Payment	Sub-Clause 33.1. In addition to the provisions under Clause 33, the terms of payment shall be as stated in Particular Conditions of Contract.
Payment	Sub-Clause 33.5 (i) Period of Payment by Employer to Contractor, twenty (20) days from delivery of Engineer's certified IPC. (ii) Period of Final Certificate of Payment, thirty (30) days from delivery of Engineer's certificate.
Payment in Foreign Currencies	Sub-Clause 35.1. Payment in foreign currencies shall be arranged as follows: None.
Insurance of Works	Sub-Clause 43.1. The deductible limits in the insurance cover of the Works shall be the responsibility of the Contractor. Sub-Clause 43.1.(a) The additional risks to be insured are: None.
Third Party Liability	Sub-Clause 43.3. The amount of insurance against third party liability taken out by the Contractor shall not be less than: 3% (three percent of the Contract Price per occurrence with number of occurrence unlimited.
Payment on Termination for Employer's Default	Sub-Clause 46.3. The additional amount payable by the Employer on termination shall not exceed: five (05%)percent of the contract Price.
Labour, Materials and Transport	Sub-Clause 47.1. The method of calculating adjustments for changes in costs shall be: Not applicable.
Notices to Employer and Engineer	Sub-Clause 49.2. The address of the Employer for notices is: The Registrar, Sindh High Court Building, Karachi. The address of the Engineer for notices is: 4 th Floor N.I.C. Building ,Abbasi Shaheed Road,Off. Shakra-e-Faisal, Karachi.
Disputes & Arbitration	Sub-Clause 50.4 Venue of Arbitration Karachi , Pakistan.



Applicable Law Sub-Clause 51.1.
The applicable law is of Islamic Republic of Pakistan.

Procedural Law for Arbitration Sub-Clause 51.2.
The procedural law for arbitration is Arbitration Act 1940.

Language and Place of Arbitration Sub-Clause 51.3.
The language of arbitration is English language.
The place of arbitration is Karachi, Pakistan



GENERAL CONDITIONS OF CONTRACT



[Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

- (a) **General Conditions of Contract**
- (b) **Particular Conditions of Contract**

Over the years, a number of “model” General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the 1987 edition, reprinted in 1988 with editorial amendments.)

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the Employer. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

The use of standard conditions of contract for all electrical/mechanical Works will ensure comprehensiveness of coverage, better balance of rights or obligations between Employer and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced. Without taking any responsibility of its being accurate, Pakistan Engineering Council with prior consent of FIDIC Secretariat, has reproduced herein the FIDIC General Conditions of Contract for reference purpose only which cannot be used by the users for preparing their bidding documents. The bidding document may include a purchased copy, the cost of which can be retrieved as part of the selling price of the bidding document. Alternatively, the FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised to obtain copies directly from FIDIC.*

* Add the following text if the bidding documents, as issued, do not include a copy:

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

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland

fidic.pub@fidic.org – fidic.org/bookshop]



PART-II: PARTICULAR CONDITIONS OF CONTRACT



PART-II: PARTICULAR CONDITIONS OF CONTRACT

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PART-II: PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

The text of Sub-Clause 1.1.1 is deleted and substituted by the following:

“Commencement Date” means the date specified in the Preamble to Conditions of Contract.

The text of Sub-Clause 1.1.2 is deleted and substituted by the following:

“Conditions” means the Preamble to Conditions of Contract, General Conditions of Contract and Particular Conditions of Contract.

Sub-Clause 1.1.3

At the end of Sub-Clause the following is added:

“Any subsequent document mutually agreed and signed by the Employer and the Contractor, shall be the part of the Contract.”

The text of Sub-Clause 1.1.5 is deleted and substituted by 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 therefrom as may be made under the provisions hereinafter contained and remedying of any defects therein in accordance with the provisions of the Contract.”

Sub-Clause 1.1.11

The Defects Liability Period is the period mentioned in the Preamble to Conditions of Contract.

Sub-Clause 1.1.15

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

“or any other competent person appointed by the Employer as his replacement.”

Sub-Clause 1.1.23

The following paragraph is added:

The word “Goods” is synonymous with “Plant.”

The text of Sub-Clause 1.1.27 is deleted and substituted by the following:



“Schedule of Prices” means the completed and priced Schedule of Prices, or any part or individual schedule thereof, submitted by the Contractor with his Bid or revised and mutually agreed and forming a part of the Contract documents.

Sub-Clause 1.1.33

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

The following Sub-Clauses are added:

1.1.38 “Month” means calendar month according to Gregorian calendar.

1.1.39 “Operation and Maintenance Manuals” has the meaning described in Sub-Clause 6.6.

1.1.40 “Warranty Certificate” means the certificate against specified goods/equipment, for the period mentioned in the Preamble to Conditions of Contract, to be issued by the Contractor that the goods/equipment 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 Preamble to Conditions of Contract which should commence after expiry of Defect Liability Period.

Sub-Clause 1.1.41

The word “Part II” stated in FIDIC Conditions of Contract is synonymous with the word “Particular Conditions of Contract”.

Sub-Clause 1.6 Cost, Overhead Charges and Profit

The last sentence “Any profit _____ stated in the Preamble” is deleted and substituted by the following:

“Any profit entitlement shall be added to cost at the percentage stated in the Bid and agreed in the Contract Agreement.”

Sub-Clause 2.1 Engineer’s Duties

The text of Sub-Clause 2.1 is deleted and substituted by the following:

“The Engineer shall carry out the duties specified in the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. The Engineer is required to obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses of General Conditions of Contract:

- (a) approval of Subcontractor under Sub-Clause 4.1,
- (b) certifying additional sums under Sub-Clause 5.4,
- (c) certifying additional costs under Sub-Clauses 11.3 & 12.3,
- (d) certifying any cost under Sub-Clause 14.6,
- (e) approval of extension of time under Clause 26,
- (f) issuing a Taking-Over Certificate under Sub-Clause 29,
- (g) issuing a Defects Liability Certificate under Sub-Clause 30.11,
- (h) issuing a Variation Order under Clause 31,
- (i) fixing rates or prices under Clauses 31 and 34,



- (j) certifying additional costs under Sub-Clause 44.5 and
- (k) certifying additional costs under Sub-Clause 47.2;

Except for such variations pursuant to Sub-Clause 31.1 of the GCC which may be necessary in an emergency affecting safety of life, the works or of adjoining property.”

Except as expressly stated in the Contract the Engineer shall have no authority to relieve the Contractor of any of his obligations under this Contract.”

Sub-Clause 2.6 Confirmation in Writing

- (i) In line 3 after the words “undue delay” the following is added:
“but not after the number of days mentioned in the Preamble to Conditions of Contract from the instruction or decision.”
- (ii) At the end of Sub-Clause 2.6, the following is added:
“The Engineer shall confirm or otherwise within the period mentioned in the Preamble to Conditions of Contract from the receipt of requirement(s) from the Contractor.”

Sub-Clause 2.7 Disputing Engineer’s Decisions and Instructions

The following text is deleted:

“If either party in accordance with the Contract.”

Sub-Clause 2.8 Replacement of Engineer

The text of Sub-Clause 2.8 is deleted and substituted by the following:

“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.”

Sub-Clause 2.9 Engineer Not Liable

Sub-Clause 2.9 is added as follows:

“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 remaining materials and equipment for the Works and parts thereof and complete the remaining erection works and testing and commissioning 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 this 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 of the works. However the Contractor shall be compensated if any loss/damage is occurred due to the decision of the Engineer.”



Sub-Clause 4.2 No Contractual Relation between Subcontractor and the Employer

Sub-Clause 4.2 is added as follows:

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Employer.

Sub-Clause 5.3 Priority of Contract Documents

Sub-Clause 5.3 is deleted and substituted by the following:

“Unless otherwise provided in the Contract the priority of the Contract Documents shall be as follows:

1. The Contract Agreement (if completed)
2. The Letter of Acceptance
3. The completed Form of Bid
4. Preamble to Conditions of Contract
5. The Particular Conditions of Contract
6. The General Conditions of Contract
7. The priced Schedule of Prices
8. The completed Schedules to Bid
9. The Specifications
10. The Drawings

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by drawing(s) of a later date regardless of scale. All drawings and specifications shall be interpreted in conformity with the Contract Agreement and these conditions.”

Sub-Clause 5.4 Documents Mutually Explanatory

The text appearing in the last line after the words “the Contract Price” is deleted.

Sub-Clause 6.2 Consequences of Disapproval of Contractor's Drawings

Full stop is deleted and the following words are added at the end of Sub-Clause:
“for the approval of the Engineer. However, the Contractor shall not be entitled for time extension on this account.”

Sub-Clause 6.6. Operation and Maintenance Manuals

Paras 2&3 are deleted and the following text is added at the end of Para 1 of Sub-Clause:

“The Operation and Maintenance Manuals shall include full instructions for the operation, servicing and maintenance of the Plant, not only during the period of the



Contractor's liability but more particularly during its operating life.

The directions shall be set out simply, clearly and systematically. This may be divided into two volumes if desirable, one for operation and the second for servicing and maintenance (in sub-volumes for major items of Plant).

The operational data shall include a complete physical and functional description of the Plant (in sub-volumes for major items of Plant) and step-by-step procedures for inspection, checking and adjustments for proper operation of the Plant.

The maintenance data shall include complete instructions for routine checks, servicing, maintenance and repair of all parts and for dismantling, handling and re-assembly of all equipment, sub-assemblies and all separate components. The maintenance data shall also include where possible parts catalogues. The lists shall provide all necessary information for identifying the parts and for re-ordering the parts including name of part, part number and catalogue references where applicable, name of manufacturer, size, capacity and other characteristics.

General arrangements, single line diagrams and detailed drawings shall be provided for ready reference in the operation and maintenance instructions.

The manuals shall be printed on ISO paper size A4 (210x297 mm) with offset or equivalent printing strongly bound in a durable stiff cover bearing the title in approved legend. Drawings shall be folded or reduced to 297 mm height. All volumes shall bear on the spine an approved shortened version of the title.

The Contractor shall submit three draft copies for approval of the Engineer prior to producing finished volumes.

The Contractor shall provide ten (10) copies of the approved Operation and Maintenance Manuals prior to Taking Over by the Employer. Supplementary Operation and Maintenance Manual shall be provided by the Contractor, if required, to incorporate changes resulting from experience during the operation and maintenance period. The work shall not be considered to be completed for the purpose of taking over until such manual and drawings have been supplied to the Employer.”

Sub-Clause 6.9 Manufacturing Drawings

The words “Unless otherwise specified in Part-II” are deleted and the following is added at the end of Sub-Clause:

“However, the Contractor is required to disclose to the Engineer or the Employer any confidential information necessary to justify the reliability, the efficiency and the operation and maintenance of the Plant supplied by him.”

Sub-Clause 6.10 “As-Built” Drawings

The following new Sub-Clause is added:



The Contractor shall furnish to the Engineer four (4) copies and one (1) reproducible of approved quality of all “As-Built” drawings within the period mentioned in the Preamble to Conditions of Contract.

Sub-Clause 8.1 General Obligations

The text of Sub-Clause 8.1 is deleted and substituted by the following:

- “(a) The Contractor shall commence the work on the date specified in the Preamble to Conditions of Contract and shall proceed with the same with due expedition and without delay.
- (b) The Contractor shall, in accordance with the Contract, with due care and diligence, complete the Works and test and commission the Plant and carry out the Works within the Time for Completion. The Contractor shall also provide all necessary Contractor's Equipment, superintendence, labour and except as stated hereinbelow, all necessary facilities therefor.

The Employer will permit use of the Erection, Testing Equipment and Maintenance Tools as stated in the Preamble to Conditions of Contract.

The above facilities shall be provided at no cost to the Contractor but he shall procure at his cost all required consumable materials and any other items necessary for the proper execution of the Works. These shall be properly used and maintained by the Contractor and returned to the Employer upon handing over of the Works in good condition, fair wear and tear excepted. In case of any damage, loss or theft, the items shall be replaced by the Contractor at his own cost.”

Sub-Clause 10.1 Performance Security

Sub-Clause 10.1 is deleted and substituted by the following:

“The Contractor shall provide a Performance Security in the prescribed Form annexed to these Documents. The said Security shall be furnished by the Contractor within 28 days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to 10 percent of the Contract Price of the Contract in the form of Bank Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.”

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

Sub-Clause 10.3 Claims under Performance Security

Sub-Clause 10.3 is deleted in its entirety.

The following Sub Clause is added:



Sub-Clause 10.4 Performance Security Binding on Variations and Changes

“The Performance Security shall be binding irrespective of variations and changes in the quantities of the Works or extensions in completion time of the Works, which are granted or agreed upon under the provisions of the Contract.”

Sub-Clause 12.1 Programme to be Furnished

Sub-Clause 12.1(a) is deleted and substituted by the following:

“(a) the order in which the Contractor proposes to carry out the Works (including preliminaries, required material ordering, delivery to Site, erection and rectifications work, testing, commissioning and taking-over by the Employer). The programme shall also include the following:

- (i) Employment of local and expatriate labour of various categories,
- (ii) Local material procurement,
- (iii) Material imports, if any.”

In Sub-Clause 12.1(c)(iv) the words “any import licenses” are deleted.

Sub-Clause 12.4 Monthly Progress Report

The following Sub-Clause 12.4 is added:

“During the period of the Contract, the Contractor shall submit six sets of report to the Engineer not later than the 8th day of each month, including:

- (i) a construction schedule indicating the progress achieved during the preceding month;
- (ii) description of all work carried out since the last report;
- (iii) description of the work planned for the next forty two days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
- (iv) summary of daily job record for the preceding month; and
- (v) colour photographs to illustrate progress.

Sub-Clause 12.5 Daily Job Record

The following Sub Clause 12.5 is added:

“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, in different categories, deliveries of materials, quantity, location and assignment of equipment.”

Sub-Clause 13.1 Contractor's Representative

At the end of the Sub-Clause the following is added:

“The Contractor's Representative shall be a competent and skilled person approved by the Engineer (which approval may at any time be withdrawn) and who shall be present on the Site during all working hours. He shall be fluent in the English language. He shall not be transferred from the Site without the consent of the Engineer. The Contractor's Representative shall be a Registered/Professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976).”

Sub-Clause 13.3 Language Ability of Superintending Staff of Contractor

The following Sub-Clause 13.3 is added:

“A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language.”

Sub-Clause 13.4 Employment of Local Personnel

The following Sub-Clause 13.4 is added:

“The Contractor shall, to the extent practicable and reasonable, employ staff and labour from sources within Pakistan.”

Sub-Clause 14.1 Contractor's Equipment

Replace the word “or” at the end of Sub-paragraph (a) by the word “and” and insert the following at the end of Sub-paragraph(b):
“which shall not be unreasonably withheld.”

Sub-Clause 14.2 Safety Precautions

At the end of the Sub-Clause the following is added:

“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.”

Sub-Clause 14.3 Electricity Water and Gas

The text of Sub-Clause 14.3 is deleted and substituted by the following:

“The Contractor shall be responsible for making his own arrangements for the adequate supply of electricity, water and gas required for the effective performance of his obligations under the Contract. Subject to the aforesaid, the Contractor shall be entitled to use for the purposes of the Works such supplies and services as may be available on the Site. The Contractor shall, before the commencement of the work at Site, seek the approval of the Engineer as to his detailed requirements of electricity, water and gas for the entire Contract period. The Contractor shall pay the Employer at the rates/cost incurred by the Employer. The Contractor shall at his own cost provide any apparatus necessary for such use.”

Sub-Clause 14.4 Employer’s Equipment

The text of Sub-Clause 14.4 is deleted and substituted by the following:

“The Employer shall, if the Contractor so requests for the execution of the works, operate any available equipment of which details are given in the Preamble to Conditions of Contract. The Contractor shall pay the Employer a mutually agreed price for such use.

The Employer shall during such operation retain control of and be responsible for the safe working of the equipment.

Sub-Clause 14.8 Information for Import Permits & Licences

The text of Sub-Clause 14.8 is deleted and substituted by the following:

“The Contractor shall submit to the Employer in good time such details of all Plant and Contractor's Equipment as is to be imported into Pakistan and identify as to what assistance of the Employer is required for obtaining by the Contractor of all necessary import permits or licences.”

Sub-Clause 15.2 Compliance with Laws

The Sub-Clause 15.2 is deleted and substituted by the following:

“The Contractor shall comply with the Laws of country of manufacture and the Laws of Pakistan where the Plant is to be erected.”



Sub-Clause 16.4 Photographs of Works and Advertisement Prohibited

Sub-Clause 16.4 is added:

“Except with the prior written authorisation of the Employer the Contractor shall not exhibit or permit to be exhibited any photographs or advertisement on the Works. Any authorized exhibition shall be immediately removed if the Employer so requires.”

Sub-Clause 16.5 Training of Employer's Staff

Sub-Clause 16.5 is added:

“The Contractor shall provide such facilities for the training of such numbers of Pakistani engineers, engineering students, apprentices and trade apprentices on such sections of the Works at the Site or on the Contractor’s premises or Contractor selected plant manufacturer's premises and factories, or wherever else work is in hand, as specified or directed by the Engineer. The Employer shall direct what sums by way of wages and allowances are to be paid by the Contractor to such persons and shall reimburse the Contractor for such sums as are so directed to be paid and are paid. The Contractor shall also provide medical expenses or medical insurance and travelling expenses for trainees if required by the Employer which shall be reimbursed by the Employer.

The language of training at the above stated premises shall be English and Urdu.”

Sub-Clause 17.4 Consents and Way Leaves

The Sub-Clause 17.4 is deleted and substituted by the following:

The Employer shall issue permissions, letters, certificates and provide such other assistance to the Contractor for his obtaining permits-to-work, way leaves and approvals from any other department/authority and right of way from private owners, if required. The Contractor will bear the cost of logistics, fees, etc. for such activities. The Employer, will reimburse the Contractor only the payments made by him in respect of any land compensation for obtaining such way leaves, required for the Works.

Sub-Clause 17.5 – Import Permits and Licences

The word “Employer” is deleted and substituted by the word “Contractor” and the following is added at the end of Sub-Clause 17.5:

“the Employer will provide assistance for this purpose.”

Sub-Clause 18.1 – Engagement of Labour

At the end of the Clause the following is added:

“in accordance with the regulations, orders and requirements of the Govt. of Pakistan.”



Sub-Clauses 18.5 to 18.12 are added:

“Sub-Clause 18.5 Employment of Persons in the Service of Others

The Contractor shall not recruit or attempt to recruit staff and labour from amongst the persons in the service of the Employer or the Engineer and vice-versa, unless mutually agreed between the Employer/Engineer and the Contractor

Sub-Clause 18.6 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, employees or labour.

Sub-Clause 18.7 Arms and Ammunition

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

Sub-Clause 18.8 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 or other customs.

Sub-Clause 18.9 Disorderly Conduct

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

Sub-Clause 18.10 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.

Sub-Clause 18.11 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 to appropriate action required under the law, notify the Engineer immediately by the quickest available means.



Sub-Clause 18.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the foregoing provisions.”

Sub-Clause 19.1 Manner of Execution

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

“The Contractor shall submit for approval of the Engineer, his detailed method statement(s) for the execution of such items of work as may be desired by the Engineer. Approval of such method statement(s) shall neither relieve the Contractor of his responsibilities under the Contract nor form any basis for claiming additional costs.”

Sub-Clause 19.3 Uncovering Work

The following is added at the end of second paragraph of Sub-Clause 19.3:

“In any other case, all costs shall be borne by the Contractor.”

Sub-Clause 19.4 Use of Pakistani Materials

The following Sub-Clause 19.4 is added:

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

Sub-Clause 24.1 Cost of Suspension

At the end of the second paragraph after the word “Contractor” the following is added:

“or for the proper execution or for the safety of the Works or Plant unless such necessity results from any act or default of the Engineer or the Employer or in consequence of any of the Employer's Risks under Sub-Clause 37.2.”

Sub-Clause 24.4 Resumption of Work

First paragraph of Sub-Clause 24.4 is deleted and substituted by the following:

“If the Contractor chooses not to treat prolonged suspension as an omission or termination under Sub-Clause 24.3, the Employer shall, upon the request of the Contractor, take over the responsibility for protection, storage, security and insurance of the suspended Works and of the Plant which has been delivered to the Site and which is affected by suspension and the risk of loss or damage thereto shall thereupon pass to the Employer.”



Sub-Clause 25.1 Time for Completion

The text of Sub-Clause 25.1 is deleted and substituted by the following:

“The Works at the place of the project mentioned in the Preamble to Conditions of Contract shall be completed tested and commissioned within the period mentioned in the Preamble to Conditions of Contract.”

Sub-Clause 26.1 Extension of Time for Completion

Sub-Clause 26.1(h) is deleted.

Sub-Clause 26.3 Earlier Completion

- (i) At the end of Sub-Clause 26.3(a) the following text is added and Clause is re-designated as 26.3.

“The extra sum to be paid to the Contractor for Completion of Works prior to the date of Completion established under Sub-Clause 25.1 shall be computed on the basis of the sums mentioned in the Preamble to Conditions of Contract.”

- (ii) Sub-Clause 26.3 (b) is deleted.

“Sub-Clause 26.4 Rate of Progress

Sub-Clause 26.4 is added:

“If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognised days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Sub-Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any moneys due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.”



Sub-Clause 27.1 Delay in Completion

Sub-Clause 27.1 is deleted and substituted by the following:

“If the Contractor fails to deliver the Works, or any part thereof, within the time stated in Sub-Clause 25.1, or fails to complete the whole of the Work, or, if applicable, any Section within the relevant time prescribed by Sub-Clause 25.1, then the Contractor shall pay to the Employer the relevant sum stated hereinbelow as liquidated damages for such default (which sum shall be the only moneys due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant time for Delivery or Time for Completion and the actual date of delivery at site or the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, as the case may be, subject to the applicable limit stated hereinbelow.

The Employer may deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations & liabilities under the Contract.”

The liquidated damages for each day of delay and the maximum amount of liquidated damages shall be the amounts mentioned in the Preamble to Conditions of Contract.

Sub-Clause 28.7 Consequences of Failure to Pass Tests on Completion

The words “by arbitration” appearing at the end of the Sub-Clause 28.7(c) are deleted and substituted by the words “by the Engineer”.

Sub-Clause 30.4 Extension of Defects Liability Period

At the end of 4th paragraph of Sub-Clause the following is added:
“or a mutually agreed period.”

Sub-Clause 30.5 Failure to Remedy Defects

In first line after the words “reasonable time” the following is added:
“fixed by the Engineer”.

Sub-Clause 30.13 Unfulfilled Obligations

New Sub-Clause 30.13 is added as herein below:

“After the Defects Liability Certificate has been issued, the Contractor and the Employer shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.”



Sub-Clause 31.1 Engineer's Right to Vary

The following is added at the end of second paragraph:

“No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 31. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of Contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.”

Sub-Clause 31.5 Record of Costs

The word “Engineer” in 4th line of Sub-Clause is deleted and substituted by “Engineer/Employer”.

Sub-Clause 31.6 Daywork under Variation Order

This sub-clause is deleted with its entirety.

Sub-Clause 31.7 Value Engineering

New Sub-Clause 31.7 is added as given below:

The Contractor may, at any time, submit to the Engineer a written proposal which in the Contractor’s opinion will reduce the cost of constructing, maintaining or operating the works, or improve the efficiency or value to the Employer of the completed Works or otherwise be of benefit to the Employer. Any such proposal shall be prepared at the cost of the Contractor. However Employer is not bound to accept such proposal.

Sub-Clause 33.1 to 33.11 given in General Conditions of Contract Part-I is deleted in its entirety and is substituted by the following:

Sub-Clause 33.1 Monthly Statements

The Contractor shall submit to the Engineer after each month six copies, each signed by the Contractor’s representative approved by the Engineer in accordance with Sub-Clause 13.1, of a statement, in such form as the Engineer may from time to time prescribe, showing the amount to which the Contractor considers himself to be entitled up to the end of the month in respect of:

- (a) the value of the Permanent Works executed accompanied by such evidence as the Engineer may require, and
- (b) any other items in the Schedule of Prices including those for Contractor's Equipment, Temporary Works, and the like.



Sub-Clause 33.2 Issue of Certificate of Payment

The Engineer shall, within 20 days of receiving such statement, certify to the Employer the amount of payment to the Contractor, which he considers due and payable in respect thereof, subject:

- (a) firstly, to the retention of the amount calculated by applying the percentage of retention stated hereinafter, to the amount to which the Contractor is entitled under paragraphs(a),(b),(c) and (e) of sub-clause 33.1 until the amount so retained reaches the limit of retention money stated in the preamble to Conditions of Contract,
- (b) secondly, to the deduction, other than pursuant to Clause 27, of any sums which may have become due and payable by the Contractor to the Employer and
- (c) thirdly, to the deduction of Advance Income Tax in accordance with Income Tax Ordinance 2000 or amendments enacted by the Government of Pakistan from time to time.

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

Sub-Clause 33.3 Retention Money

The Employer shall be entitled to retain ,five(5%) percent of the Schedule of Prices only from each payment made by it to the Contractor under the Agreement. The sums so retained (or the balance thereof, if any, after any deductions as the Employer may make)(“the Retention”) shall be released as stated in sub-clause 33.4.

Sub-Clause 33.4 Payment of Retention Money

(a) Upon the issuance of the Taking-Over Certificate with respect to the whole of the Works, one half of the Retention Money, or upon the issue of a Taking-Over Certificate with respect to a Section or part of the Permanent Works only such portion thereof as the Engineer determines having regard to the relative value of such Section or part of the Permanent Works, shall be certified by the Engineer for payment to the Contractor.

(b) Upon the expiration of the Defects Liability Period for the Works the other half of the Retention Money shall be certified by the Engineer for payment to the Contractor. Provided that, in the event of different Defects Liability Periods having become applicable to different section or parts of the Permanent Works pursuant to Clause 29, the expression “expiration of the Defects Liability Period” shall, for the



purposes of this sub-clause, be deemed to mean the expiration of the latest of such periods. Provided also that if at such time, there shall remain to be executed by the Contractor any work ordered, during the Defects liability Period in respect of the Works, the Engineer shall be entitled to withhold certification until completion of such work of so much of the balance of the retention money as shall, in the opinion of the Engineer, represent the cost of the work remaining to be executed.

Sub-Clause 33.5 Corrections to Certificates of Payment

The Engineer may make any correction or modification in any previous certificate which have been issued by him and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any interim certificate.

Sub-Clause 33.6 Statement at Completion

Not later than 84 days after the issue to the Taking –Over Certificates in respect of the whole of the Works, the Contractor shall submit to the Engineer a Statement at Completion with supporting documents showing in detail, in the form approved by the Engineer,

- (a) the final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate.
- (b) any other sum which the Contractor considers to be due and
- (c) an estimate of amounts which the Contractor considers will become due to him under the Contract. The estimated amounts shall be shown separately in such Statement at Completion. The Engineer shall certify payment in accordance with sub-clause 33.2.

Sub-Clause 33.7 Time for Payment

The amount due to the Contractor under any Certificate of Payment issued by the Engineer pursuant to this Clause, or to any other term of the Contract shall, subject to Clause 27, be paid by the Employer to the Contractor within 20 days after such Certificate of Payment has been delivered to the Employer, or in the case of the Final Certificate of Payment within 30 days after such Final Certificate of Payment has been delivered to the Employer.

Deduction shall be made from the net amounts payable to the Contractor of any sum(s) in accordance with the prevalent Federal and/or Provincial laws, provided that no such deduction shall be made from those payments in respect of which the Contractor has obtained exemption under the Law.



Sub-Clause 33.8 Application for Final Certificate of Payment

If the Engineer disagrees with or cannot verify any part of the draft final application, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final application as agreed (for the purposes of these Conditions referred to as the "Final Statement"). Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Certificate issued pursuant to Sub-Clause 33.9 has been made and the performance security referred to in Sub-Clause 10.1 if any, has been returned to the Contractor

Sub-Clause 33.9 Issue of Final Certificate of Payment

Within 30 days after the Final Statement and the written discharge, the Engineer shall issue to the Employer (with a copy to the Contractor) a Final certificate stating:

- (a) the amount which, in the opinion of the Engineer, is finally due under the Contract, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract, other than Clause 33.10, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

Before release of the final payment by the Employer, the Contractor shall furnish a certificate issued by the Excise and Taxation Department to the effect that the Professional Tax as required by the law has been paid by him to the Provincial Government.”

Sub-Clause 33.10 Withholding of Payment

If the Works or any part thereof are not being carried out to the Engineer's satisfaction and in order to protect the Employer from loss on account of:

- (a) defective work not rectified
- (b) guarantees not met
- (c) claims filed against the Contractor
- (d) failure of the Contractor to make payments due for Plant procured or labour employed by him.
- (e) damage to any other contractor employed by the Employer.
- (f) Contractor's non-compliance with the Contract
- (g) any Government dues recoverable from the Contractor if notified by the Government



The Engineer may notify withholding of such payments or part thereof as may, in his opinion, be related to the aforesaid reasons/grounds. When the reasons/grounds for withholding the payment are removed by the Contractor, the Engineer shall upon being satisfied to that effect issue Certificate of Payment in respect of withheld amounts.”

Sub-Clause 33.11 Cession of Employer's Liability

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Statement and (except in respect of matters or things arising after the issue of the Taking-Over Certificate in respect of the whole of the Works) in the Statement at Completion referred to in Sub-Clause 33.14.

Sub-Clause 33.12 Not Responsibility of the Engineer

Nothing in the Contract shall place any responsibility on the Engineer for any payments to the Contractor for or with regard to the Works or in respect to his fulfillment of any other obligation under the Contract.

Sub-Clause 33.13 Payment by Measurement

The work shall be measured for the units mentioned in the Schedule of Prices according to the Contract as determined by the Engineer from approved drawings, Specifications and Contract Documents.

Sub-Clause 33.14 Mobilization Advance Payment and Recovery

- (a) An interest free/markup free mobilization advance payment upto 10%(ten percent) of the Contract Price of Schedule of Prices Part-I only may be made by the Employer to the Contractor against Guarantee from a Scheduled Bank of Pakistan for an amount equal to the amount of advance for procurement of erection equipment ,materials and Plant, all for the execution of the Work under the Contract. The Bank Guarantee in the prescribed form and in terms approved by the Employer shall be submitted by the Contractor on or before time of signing of the Contract Agreement. Such Guarantee shall be progressively reduced by the amount repaid by the Contractor as indicated in interim Certificates of the Engineer issued in accordance with this Clause. The advance payment shall not be subject to deduction of retention.
- (b) Release of Mobilization Advance by the Employer:

The mobilization Advance shall be released in the following installments:

- i) one half of the advance subject to deployment of certain plant and equipment at the site of work as certified by the Engineer showing Contractors intention to start the work.



ii) Remaining half of the advance when the value of work executed is more than one percent of the Contract Price stated in the Letter of Acceptance. A certificate in respect of the value of works executed shall be issued by the Engineer for obtaining this installment of the advance from the Employer.

c) Recovery of Mobilization Advance Payment:

Recovery of the amount of mobilization advance payment shall begin upon expiry of first month of the stipulated contract period to be taken effective from the date of receipt of Employer's/Engineer's order to commence the Work and recovery of the whole of the mobilization advance payment in equal installment shall be completed before stipulated completion time given in Preamble to conditions of Contract.

Sub-Clause 35.1 Payment in Foreign Currencies

Delete sub-clause 35.1 in its entirety.

Sub-Clause 35.2 Currency Restrictions

The text of Sub-Clause 35.2 is deleted and substituted by the following:

“Any required foreign currency transactions shall be met by the Contractor at his cost from his own resources.”

Sub-Clause 35.3 Rates of Exchange

Delete sub-clause 35.3 in its entirety.

Sub-Clause 36.4 Payment against Provisional Sums

Sub-Clause 36.4 is deleted and substituted by the following:

“Provisional Sum if any will be expended on the direction of the Engineer through Variation Orders which would be valued in accordance with the provisions of Clause 31 Conditions of Contract.”

Sub-Clause 37.2 Employer's Risks

The text of Sub-Clause 37.2 is deleted and substituted by the following:

“The Employer's Risks are:

- (a) (Insofar as they relate to Pakistan) war and hostilities (whether war be declared or not), invasion, act of foreign enemies



- (b) (Insofar as they relate to Pakistan) rebellion, revolution, insurrection, military or usurped power or civil war
- (c) ionizing radiation or contamination by radioactivity from any nuclear fuel, radio-active toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof
- (d) pressure waves caused by aircraft travelling at sonic or supersonic speed
- (e) (Insofar as they relate to Pakistan) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors
- (f) use or occupation of the Work or any part thereof by the Employer
- (g) fault, error, defect or omission in the design of any part of the Works by the Engineer, Employer or those for whom the Employer is responsible for which the Contractor has disclaimed responsibility in writing within a reasonable time after the receipt of such design
- (h) the use or occupation of the Site by the Works or any part thereof, or for the purposes of the Contract: or interference, whether temporary or permanent with any right of way, light, air or water or with any easement, way leaves or right of a similar nature which is the inevitable result of the construction of the Works in accordance with the Contract
- (i) the right of the Employer to construct the Works or any part thereof on, over, under, in or through any land
- (j) damage (other than that resulting from the Contractor's method of construction) which is the inevitable result of the construction of the Works in accordance with the Contract
- (k) the act, neglect or omission or breach of contract or of statutory duty of the Engineer, the Employer or other contractors engaged by the Employer or of their respective employees or agents.”

Sub-Clause 39.2 Loss or Damage Before Risk Transfer Date

The words “by arbitration under Clause 50” are deleted and substituted by the words “by the Engineer”.



Sub-Clause 39.4 Duty to Minimize Delay

New Sub-Clause 39.4 is added as given below:

Each Party shall at all times use all reasonable endeavours to minimize any delay in the Performance of the Contract as a result of Risks.

The Contractor shall give notice to the Employer and vice versa the Employer shall give notice to the Contractor in case of foreseeable delay by the Risks.

Sub-Clause 40.2 Employer's Liability

The text of Sub-Clause 40.2 from the words “or of death or personal injury” to the end of the Sub-Clause, is deleted and substituted by the following:

“..... (other than the Works) or of death or personal injury to the extent caused by any of the Employer's Risks listed in paragraphs (f), (g), (h), (i), (j), and (k) of Sub-Clause 37.2 but not otherwise.”

Sub-Clause 42.2 Maximum Liability

the words “the sum stated in the Preamble to Conditions of Contract or if no such sum is stated” appearing in 2nd line of Sub-Clause are deleted.

Sub-Clause 42.6 Foreseen Damage

Sub-Clause 42.6 is deleted in its entirety.

Sub-Clause 43.1 The Works (Insurance)

Add the words “from any approved insurance company” after “insure the Works” in first line of sub-clause.

Sub-Clause 43.2 Contractor's Equipment

Sub-Clause 43.2 is deleted and substituted by the following:

“The Contractor shall insure the Contractor's Equipment for its full replacement value while on the Site against all loss or damage caused by any of the Contractor's Risks.”

Sub-Clause 43.7 Remedies on the Contractor’s Failure to Insure

In 3rd line after the word, “purpose”, the expressions- “and reasonable costs including the man-hours costs of Employer’s Personnel” are added.



Sub-Clause 43.9 Currency of Insurance

New Sub-Clause 43.9 is added as given below:

“All policies of Insurance of the Plant shall provide for payment of indemnity to be made in such amounts as will allow making good of loss of or damage to the whole or any part of the Works.”

Sub-Clause 43.10 Contractor to Notify

New Sub-Clause 43.10 is added as given below:

“It shall be the responsibility of the Contractor to notify the insurance company of any changes in nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times in accordance with the provisions of the Contract.”

Sub-Clause 43.11 Procurement of Insurance Policies

New Sub-Clause 43.11 is added as given below:

“The Contractor shall procure and submit the insurance cover under this Clause within a period of 28 days from the date of receipt of Letter of Acceptance from the Employer.”

Sub-Clause 44.6 Damage Caused by Force Majeure

At the end of the Sub-Clause 44.6 the following is added:

“However the Contractor shall put up his claim to the Employer / Engineer with full details and justification.”

Sub-Clause 44.8 Payment on Termination for Force Majeure

Text in sub-para (c) is deleted and para (d) and (e) are re-numbered as (c) and (d).

Sub-Clause 44.10 Force Majeure Affecting Engineer’s Duties

Sub-Clause 44.10 is deleted in its entirety.

Sub-Clause 45.2 Contractor's Default

The following paragraph is added at the end of Sub-Clause 45.2.

“The Employer or such other contractor may use for such completion any Contractor's Equipment which is upon the Site as he or they may think proper, and the Employer shall pay the Contractor a reasonable compensation for such use”.

Sub-Clause 45.6 is added as follows:

Sub-Clause 45.6 Integrity Pact

If the Contractor, or any of his Subcontractors, agents or servants is found to have violated or



involved in violation of the Integrity Pact signed by the Contractor as Schedule-H 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 45.2 to 45.5 and the payment under Sub-Clause 45.4 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

Sub-Clause 46.1 Employer's Default

The comma and the word "or" at the end of paragraph (d) of Sub-Clause 46.1 are deleted and substituted by period (.) Paragraph (e) of Sub-Clause 46.1 is deleted.

Sub-Clause 46.3 Payment on Termination for Employer's Default

The words "including loss of profit" in the second paragraph of Sub-Clause 46.3 are deleted.

Sub-Clause 47.1 Labour, Materials and Transport

The Price Adjustment due to any escalation in prices labour, materials & transport etc. is not allowed.

Sub-Clause 48.1 Customs and Import Duties

For the purpose of this sub-clause, the payment of customs and import duties in respect of importation of any items of the Works shall be responsibility of the Contractor.

The Sub-Clause 48.3 is added:

Sub-Clause 48.3 Port Charges and Port Congestion

The Contractor shall be deemed to have obtained all the information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices of the Schedule of Prices.



Sub-Clause 49.1 Notice to Contractor

The following is added at the end of Sub-Clause 49.1:

“For the purposes of Sub-Clause 49.1 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.”

Sub-Clause 50 Disputes & Arbitration

Clause 50 is deleted and in its place the following Sub-Clauses 50.1 to 50.5 are inserted:

“50.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the fifty sixth (56) day after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

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

In any case where the Conditions of Contract provide that the decision of the Engineer is to be final and conclusive, such decision shall not be referable to arbitration under this Clause nor shall the same be questioned in any other form of proceedings whatsoever.

50.2 If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the fifty sixth (56) day after the day on which he received the reference, then either the Employer or the Contractor may, on or before the twenty eighth (28) day after the day on which the said period of fifty six (56) days expired, as the case may be, give notice to the other party to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 50.5, no



arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notification of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the twenty eighth (28) day after the day on which the parties received notice as to such decision from the Engineer the said decision shall become final and binding upon the Employer and the Contractor.

50.3 Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 50.2, arbitration of such dispute shall not be commenced unless an attempt has first been made by the parties to settle such dispute amicably through mutual negotiation within ninety (90) days from the date of notification of Engineer's decision.

50.4 Any dispute in respect of which:

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 50.1 and
- (b) amicable settlement has not been started/reached within the period stated in Sub-Clause 50.3

shall be finally settled, unless otherwise specified in the Contract, under the Pakistan Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended, by one or more arbitrators appointed under such Rules.

The said arbitrator(s) shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer for the purpose of obtaining said decision pursuant to Sub-Clause 50.1. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

The venue of arbitration proceedings shall be the place in Pakistan as mentioned in the Preamble to Conditions of Contract.

50.5 Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 50.1 or 50.2 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 50.4. The provisions of Sub-Clauses 50.1 to 50.2 shall not apply to any such reference.”



STANDARD FORMS



STANDARD FORMS

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FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____

Name of Principal (Bidder) with address: _____

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

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid 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 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 Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer; and

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

- (1) that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Clause 34 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Clause 35



of Instructions to Bidders,

then the entire sum be paid immediately to the said Employer as liquidated damages and not as penalty 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 Guarantor shall forthwith pay to the Employer the said sum stated above 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 Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal 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 Guarantor shall pay without objection the sum 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 the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

Signature _____

1. _____

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, if any except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement
 - (b) The Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) The Preamble to Conditions of Contract
 - (e) The Particular Conditions of Contract
 - (f) The General Conditions of Contract
 - (g) The priced Schedule of Prices
 - (h) The completed Schedules to Bid
 - (i) The Specifications
 - (j) The Drawings
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 Contract 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 the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



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

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____
Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 30, Defects after Taking Over, of Conditions of Contract are fulfilled.

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

We, _____ (the Guarantor), waiving all objections and 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.

Witness: 1. _____ _____ Corporate Secretary (Seal)	_____ Guarantor (Bank) Signature _____ Name _____ Title _____
2. _____ _____ Name, Title & Address	_____ Corporate Guarantor (Seal)



FORM OF BANK GUARANTEE/BOND FOR ADVANCE PAYMENT

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

WHEREAS the _____ (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 advance payment for performance of his obligations under the said Contract.

AND WHEREAS _____ (Bank) (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 fulfillment 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, as aforesaid, 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 come into force as soon as the advance payment has been credited to the account of the Contractor.

This guarantee shall expire not later than _____ by which date we must have received any claims by registered letter, telegram, telex or



telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)



TECHNICAL SPECIFICATIONS



DX - SPLIT AIR-CONDITIONING UNITS

All unit(s) shall be cooling only type. Unit(s) shall have split type indoor, remote air cooled condensing unit, factory assembled, tested, single unit connected to outdoor unit as specified and shown. Unit shall include:

i) **Air Cooled Condensing Units (CU)**

The condensing unit shall be of the vertical/horizontal discharge, air cooled type, suitable for outdoor installation and sized to deliver the required capacity matched to relevant DX-type indoor unit at specified ambient temperature. The condensing unit shall be of same manufacturer as the Indoor AC Unit and shall be suitable for operation at 46 °C ambient temperature conditions.

The unit casing shall be constructed from galvanized sheet steel, zinc phosphate and with a stoved enamel finish. All access panels and the unit casing shall be provided with thermal and acoustic insulation. All moving components such as compressors and condenser fan motors shall be anti-vibration mounted to minimize the transmission of vibration and noise. The Condensing unit shall be of same manufacturer as the Indoor AC unit.

Condenser coils shall be made of seamless copper tubes mechanically expanded into aluminum fins.

For Coils used in corrosive environments and handling untreated fresh air the Fins should be Hydrophilic blue fin which can pass 500 hrs Salt spray test.

Condenser fans shall be of direct drive, statically and dynamically balanced propeller type. Weatherproof fan motors suitable for outdoor use, permanently lubricated and provided with built-in thermal overload protection shall be used. Fans shall be mounted on rubber vibration dampers. All condensing units shall be weatherproof and capable of operating satisfactorily at high and low outdoor temperatures at full load.

Hermetically sealed reciprocating/rotary compressors shall be fitted with internal and external shock absorbers to minimize vibration and noise transmission. The compressor shall be fitted with a discharge line silencer and charged with the required quantity of oil for adequate lubrication circulated by means of an internal oil pump.

Internal overload protection located in the motor windings shall be provided.

The units shall be complete with K-Type refrigerant piping & insulation and all necessary valves and filter drier from the unit to the air cooler. Suction and discharge pipes shall be equipped with pipe vibration dampers. Condensing units shall be factory pressure tested, evacuated and dehydrated.

The units shall be installed on steel brackets of adequate strength fixed to the walls with expansion bolts or on a concrete foundation on the roof as shown on the drawings.



ii) Indoor Unit (SAC-Units)

The DX-type Indoor units shall be elegant, decorative types ceiling recessed (cassette) mounted and vertical floor standing type as specified. All component parts shall be selected, manufactured and assembled by the same manufacturer as for outdoor Condensing unit.

Each unit shall be constructed so as to prevent drumming, distortion and vibration and shall enable ease of handling and replacement of sections.

The units shall include the following sections:

- Washable filters
- DX-type cooling coil
- Supply air fan and motor
- Thermostat microprocessor type with cooling
- Automatic air swing mechanism
- Supply air plenum with adjustable grille

The casing shall comprise of galvanized sheet steel, zincphosphated, with a stoved enamel finish or as approved by the engineer and shall include supply and Return air grilles. For cassette type, AC units, the colour of the front grille shall be approved by the Engineer.

Fan shall be statically and dynamically balanced centrifugal type with backwardly or airfoil blades to suit the pressure and operating characteristics specified.

Fan housings shall be constructed from galvanized steel sheet. The casing shall be constructed to a truly volute form.

Shafts shall be cold finished, turned, and polished steel. Bearings shall be self-aligning, permanently lubricated ball bearings.

All parts of fans and motors liable to deterioration shall be protected by paint or grease before delivery to site.

Filters with dust arresance of 35% as per ASHRAE standards shall be provided. The filter media shall be washable, cleanable, reusable, chemical and moisture resistant, non-perishable, and flame resistant.

Cooling coils shall be manufactured from solid drawn seamless copper tube staggered in the direction of air flow. Tube return bends shall be copper and brazed to tube ends.

Fins shall be of continuous aluminium having extended collars for spacing and bonding mechanically to the tube.

Coils shall be air pressure tested to 20.6 bar while immersing the coil in a tank of water after completion.



Tubes shall be expanded onto the fin collar by hydraulic pressure only.

No part of the coil tube ends or headers shall be external to the section. Coils shall be suitably sealed with grommets where connections pass through the unit casing.

The air-cooler shall incorporate a galvanized drain pan with integral insulation. The pan shall be fitted with galvanized drain socket connections for attachment to drain points. A manometric trap should be supplied and installed by the installing contractor.

The coil shall be easily removable from the unit for maintenance and cleaning purposes.

The coil shall include a thermostatically controlled expansion valve.

Microprocessor based thermostat with integral 3 speed fan selector shall be supplied as part of the unit.

Condensate Drain

All cooling coil condensate drain shall be uPVC class D. The fittings for the cooling coil condensate drain shall be uPVC class D.



SPECIFICATIONS



DX - SPLIT AIR-CONDITIONING UNITS

All unit(s) shall be cooling only type. Unit(s) shall have split type indoor, remote air cooled condensing unit, factory assembled, tested, single unit connected to outdoor unit as specified and shown. Unit shall include:

i) Air Cooled Condensing Units (CU)

The condensing unit shall be of the vertical/horizontal discharge, air cooled type, suitable for outdoor installation and sized to deliver the required capacity matched to relevant DX-type indoor unit at specified ambient temperature. The condensing unit shall be of same manufacturer as the Indoor AC Unit and shall be suitable for operation at 46 °C ambient temperature conditions.

The unit casing shall be constructed from galvanized sheet steel, zinc phosphate and with a stoved enamel finish. All access panels and the unit casing shall be provided with thermal and acoustic insulation. All moving components such as compressors and condenser fan motors shall be anti-vibration mounted to minimize the transmission of vibration and noise. The Condensing unit shall be of same manufacturer as the Indoor AC unit.

Condenser coils shall be made of seamless copper tubes mechanically expanded into aluminum fins.

For Coils used in corrosive environments and handling untreated fresh air the Fins should be Hydrophilic blue fin which can pass 500 hrs Salt spray test.

Condenser fans shall be of direct drive, statically and dynamically balanced propeller type. Weatherproof fan motors suitable for outdoor use, permanently lubricated and provided with built-in thermal overload protection shall be used. Fans shall be mounted on rubber vibration dampers. All condensing units shall be weatherproof and capable of operating satisfactorily at high and low outdoor temperatures at full load.

Hermetically sealed reciprocating/rotary compressors shall be fitted with internal and external shock absorbers to minimize vibration and noise transmission. The compressor shall be fitted with a discharge line silencer and charged with the required quantity of oil for adequate lubrication circulated by means of an internal oil pump.

Internal overload protection located in the motor windings shall be provided.

The units shall be complete with K-Type refrigerant piping & insulation and all necessary valves and filter drier from the unit to the air cooler. Suction and discharge pipes shall be equipped with pipe vibration dampers. Condensing units shall be factory pressure tested, evacuated and dehydrated.

The units shall be installed on steel brackets of adequate strength fixed to the walls with expansion bolts or on a concrete foundation on the roof as shown on the drawings.



ii) Indoor Unit (SAC-Units)

The DX-type Indoor units shall be elegant, decorative types ceiling recessed (cassette) mounted and vertical floor standing type as specified. All component parts shall be selected, manufactured and assembled by the same manufacturer as for outdoor Condensing unit.

Each unit shall be constructed so as to prevent drumming, distortion and vibration and shall enable ease of handling and replacement of sections.

The units shall include the following sections:

- Washable filters
- DX-type cooling coil
- Supply air fan and motor
- Thermostat microprocessor type with cooling
- Automatic air swing mechanism
- Supply air plenum with adjustable grille

The casing shall comprise of galvanized sheet steel, zincphosphated, with a stoved enamel finish or as approved by the engineer and shall include supply and Return air grilles. For cassette type, AC units, the colour of the front grille shall be approved by the Engineer.

Fan shall be statically and dynamically balanced centrifugal type with backwardly or airfoil blades to suit the pressure and operating characteristics specified.

Fan housings shall be constructed from galvanized steel sheet. The casing shall be constructed to a truly volute form.

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Filters with dust arresance of 35% as per ASHRAE standards shall be provided. The filter media shall be washable, cleanable, reusable, chemical and moisture resistant, non-perishable, and flame resistant.

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Fins shall be of continuous aluminium having extended collars for spacing and bonding mechanically to the tube.

Coils shall be air pressure tested to 20.6 bar while immersing the coil in a tank of water after completion.



Tubes shall be expanded onto the fin collar by hydraulic pressure only.

No part of the coil tube ends or headers shall be external to the section. Coils shall be suitably sealed with grommets where connections pass through the unit casing.

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