



STATE BANK OF PAKISTAN
SBP BANKING SERVICES CORPORATION (BANK)

TENDER DOCUMENTS

VOLUME – I

- Section I - Invitation for Bids
- Section II - Instructions to Bidders (ITBs)
- Section III - Bid Data Sheet (BDS)
- Section IV - Eligible Countries
- Section V – Evaluation & Qualification Criteria, Works Requirements Technical Specifications & Schedule of Requirements
- Section VI - Standard Bidding Forms
- Section VII - General Conditions of Contract (GCC)
- Section VIII - Special Conditions of Contract (SCC)
- Section IX - Contract Forms

TECHNICAL BID

FOR

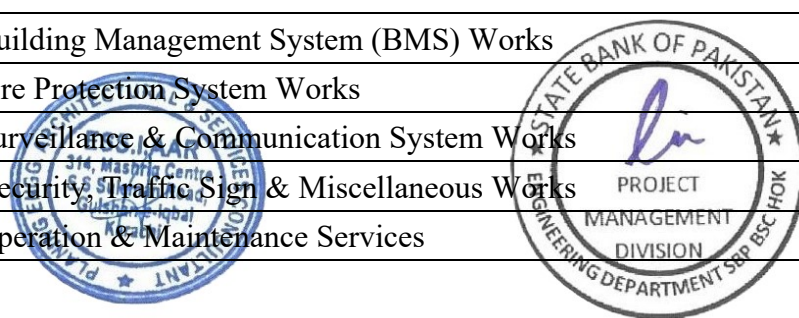
CONSTRUCTION OF SBP NEW OFFICE BUILDING

AT

GUJRANWALA

CONSTRUCTION OF SBP NEW OFFICE BUILDING AT GUJRANWALA
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STATE BANK OF PAKISTAN
SBP BANKING SERVICES CORPORATION
Engineering Department
Head Office Karachi

Reference No.

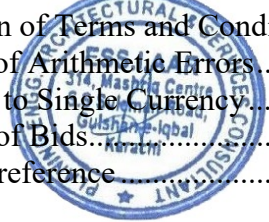
INVITATION TO BID

(AS PER PUBLISHED INVITATION TO BID)



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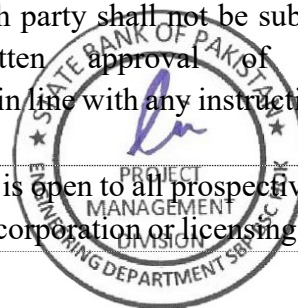


SECTION II: INSTRUCTION TO BIDDERS (ITBs)

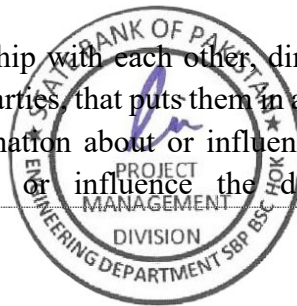


A. INTRODUCTION

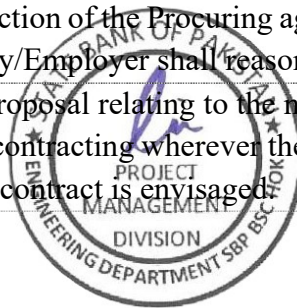
1. Scope of Bid	1.1	The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements . The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.
2. Source of Funds	2.1	Source of funds as referred in Bid Data Sheet.
3. Eligible Bidders	3.1	A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. <i>(The limit on the number of members of JV or Consortium may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).</i>
	3.2	The appointment of Lead Member in the joint venture or consortium shall be confirmed by submission of a valid Power of Attorney to the Procuring agency/Employer
	3.3	Verifiable copy of the agreement that forms a joint venture or consortium shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture or consortium shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring agency/Employer and in line with any instructions issued by the Authority.
	3.5	The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective



		national/ international incorporating agency or statutory body established for that particular trade or business.
3.6 .		Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive bidding with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the Procuring agency/Employer along with their bid, however, the final award will be subject to the complete registration process.
3.7		<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ol style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or b) any of its affiliates has been hired (or is proposed to be hired) by the Procuring agency/Employer as Engineer for the Contract implementation; or c) The works to be executed are resulting from or directly related to consulting services for the preparation or implementation of the project that the bidder provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; d) have controlling shareholders in common; or e) receive or have received any direct or indirect subsidy from any of them; or f) have the same legal representative for purposes of this Bid; or g) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the



		<p>Procuring agency/Employer regarding this Bidding process; or</p> <p>h) Submit more than one bid in this bidding process.</p>
3.8	A Bidder may be ineligible if –	<p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(b) payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;</p> <p>(e) The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The bidder is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
3.9	Bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.	
3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring agency/Employer, as the Procuring agency/Employer shall reasonably request.	
3.11	Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.	



4. Eligible Material and Equipment	4.1	All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the material, equipment is produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the services are/to be supplied.
	4.3	The nationality of the bidder shall not determine the origin of the material and equipment.
	4.4	To establish the eligibility of the material and equipment, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one bid, in the same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a bid individually or as a member of a joint venture in the same bidding process.



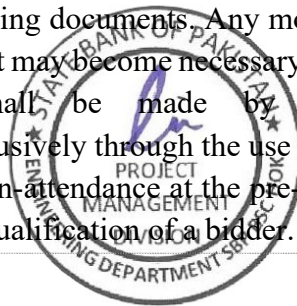
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency/Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
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B. BIDDING DOCUMENTS

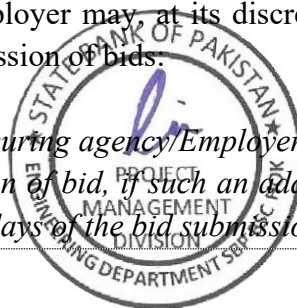
7. Contents of Bidding Documents	7.1	<p>The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p>Section I -Invitation for Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Works Requirements Technical Specifications & Schedule of Requirements Section VI Standard Bidding Forms Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms</p>
	7.2	The number of copies to be completed and submitted with the Bid is specified in the BDS .
	7.3	The Procuring agency/Employer is not responsible for the completeness of the bidding documents and their addenda, if they were not obtained directly from the Procuring agency/Employer or the signed pdf version downloaded from the website of the Procuring agency/Employer or the Authority's website as the case may be. However, Procuring agency/Employer shall place both the pdf of the same on its website and Authority's website to facilitate the bidder for filling the standard bidding forms.
	7.4	The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.



<p>8. Clarification of Bidding Document, Pre-bid Meeting</p>	<p>8.1</p>	<p>A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer in writing that provides record of the contents of communication at the Procuring agency/Employer's address indicated in the BDS.</p>
	<p>8.2</p>	<p>The Procuring agency/Employer will within three (3) working days after receiving the request for clarification, respond in writing to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 24.1. However, this clause shall not apply in case of alternate methods of procurement.</p>
	<p>8.3</p>	<p>Copies of the Procuring agency/Employer's response will be forwarded to all identified prospective bidders through an identified source of communication, including a description of the inquiry, but without specifying its source. In case of downloading of the bidding documents from the website of Procuring agency/Employer the response of all such queries will also be available on the same platform available at the website.</p>
	<p>8.4</p>	<p>Should the Procuring agency/Employer deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure as prescribed under ITB 09.</p>
	<p>8.5</p>	<p>If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.</p>
	<p>8.6</p>	<p>Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective bidders who have obtained the bidding documents. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.</p>

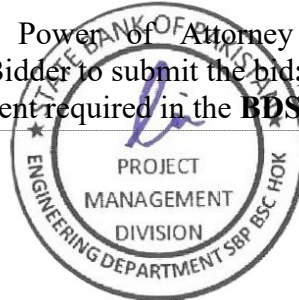


	8.7	The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
	8.8	The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of bids, the Procuring agency/Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents pursuant to ITB 7.1 and shall be communicated in a timely manner and on equal opportunity basis. Where notification of such change, addition, modification or deletion becomes essential, such notification shall be made in a manner similar to the original advertisement. <i>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</i>
	9.3	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids. <i>Provided that the Procuring agency/Employer shall extend the deadline for submission of bid, if such an addendum is issued within last three (03) days of the bid submission deadline.</i>

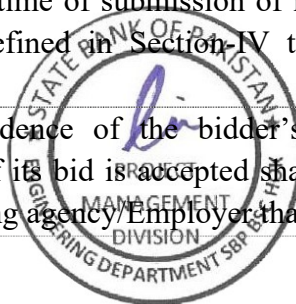


C. PREPARATION OF BIDS

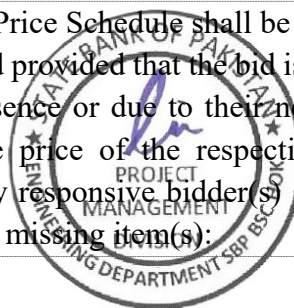
<p>10. Language of Bid</p>	<p>10.1</p>	<p>The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.</p>
<p>11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents</p>	<p>11.1</p>	<p>The bid prepared by the bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Documentary evidence established in accordance with ITB 11 that the material, equipment and services to be provided by the Bidder are eligible material, equipment and services, and conform to the Bidding Documents; b) Documentary evidence established in accordance with ITB 12 that the bidder has been authorized to carry out the Construction works; c) Documentary evidence established in accordance with ITB 12 that the bidder is eligible and/or qualified for the subject bidding process; d) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; e) Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13 & 15. f) Technical Proposal completed in all aspects in accordance with ITB-17. g) Bid security or Bid Securing Declaration furnished in accordance with ITB 19; h) Alternative bids, if permissible, in accordance with ITB 20; i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and Any other document required in the BDS.



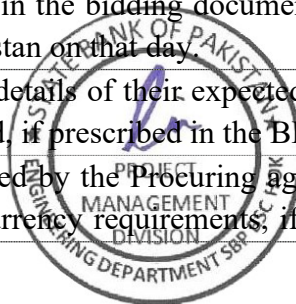
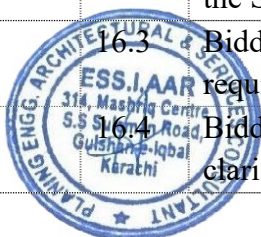
	11.2	In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
	11.3	The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.
	11.4	The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the work methodology, approach, schedule and resources to be mobilized at site; b) an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the BDS .
	11.5	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
12. Documents Establishing Eligibility and Qualification of the Bidder	12.1	The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.
	12.2	The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".
	12.3	The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:



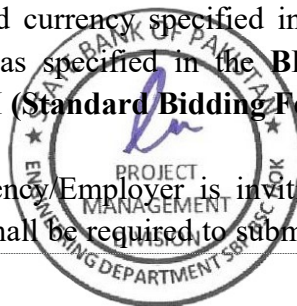
		<p>a) The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.</p> <p>b) In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.</p> <p>c) That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.</p>
13. Letter of Bid and Schedules	13.1	The Letter of Bid (Technical or Financial as the case may be) and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Standard Bid Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 22 . All blank spaces shall be filled in with the information requested.
14. Letter of Bid	14.1	The bidder shall fill the Letter of Bid (Technical or Financial as the case may be) furnished in the bidding documents. The Standard Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.
	15.2	The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s).



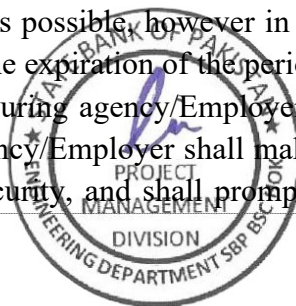
		<p>Provided that:</p> <p>a) where there is only one (substantially) responsive bidder, or</p> <p>b) where there is provision for alternate proposals and the respective items are not listed in the other bids,</p> <p>The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	15.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the bid.
	15.5	Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
	15.6	If so specified in ITB 1.1 , bids may be invited for individual lots (contracts) or for any combination of lots (packages).
	15.7	Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 30 , unless otherwise price adjustment is permissible under Conditions of the Contract.
	15.8	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.
16. Currencies of Bid and Payment	16.1	The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS .
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid, if prescribed in the BDS .
	16.4	Bidders may be required by the Procuring agency/Employer to clarify their foreign currency requirements, if prescribed in the



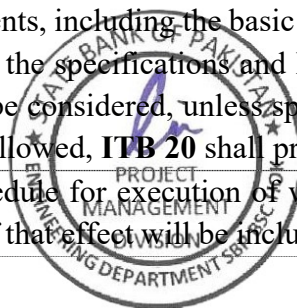
		BDS and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1 .
17. Documents Comprising the Technical Proposal	17.1	The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Standard Bid Forms , in sufficient detail to demonstrate the adequacy of the bidder’s proposal to meet the work requirements and the completion time.
18. Bid Validity Period	18.1	Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	18.2	Under exceptional circumstances, prior to the expiration of the initial bid validity period, the Procuring agency/Employer may request the bidders’ consent to an extension of the period of validity of their bids only once, for the period not more than the period of initial bid validity. The request and the bidders’ responses shall be made in writing that provide record of the content of communication. The Bid Security provided under ITB 19 shall also be extended 28 days beyond the deadline of extended bid validity period. A bidder may refuse the request for the extension of his bid without forfeiting his bid security or causing to be executed his Bid Securing Declaration. A bidder agreeing to the request will not be required nor permitted to modify its bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 19 in all respects.
19. Bid Security or Bid Securing Declaration	19.1	Pursuant to ITB 11.1 unless otherwise specified in the BDS , the bidder shall furnish as part of its bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the Procuring agency/Employer and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Bidding Forms) . In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security



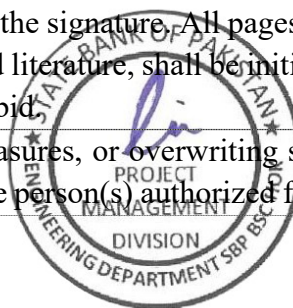
		against the respective lot/ package for which he is submitting his bid, which shall not exceed five percent of the estimated value of that particular lot/ package.
	19.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring agency/Employer against the risk of Bidder's conduct before award of the contract to the most advantageous bidder which would warrant the security's forfeiture, pursuant to ITB 19.9 .
	19.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder; b) A cashier's or certified cheque; or c) Another security as indicated in the BDS .
	19.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.
	19.5	The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 19.9 are invoked.
	19.6	Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 19.1 or 19.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 30 .
	19.7	Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 18 . The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid




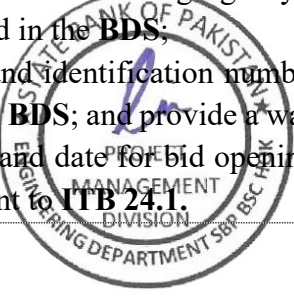
		<p>Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) The expiry of the Bid Security; (b) The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) The rejection by the Procuring agency/Employer of all Bids; (d) The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.
	19.8	The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 47 , or furnishing the performance security (or guarantee), pursuant to ITB 48 .
	19.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> a) if a Bidder: <ul style="list-style-type: none"> i) Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 18.2; or ii) Does not accept the correction of errors pursuant to ITB 32; or b) In the case of a successful bidder, if the bidder fails: <ul style="list-style-type: none"> i) to sign the contract in accordance with ITB 47; or ii) to furnish performance security (or guarantee) in accordance with ITB 48.
	19.10	In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility.
20. Alternative Bids by Bidders	20.1	<p>Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic bidder's technical design as indicated in the specifications and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the BDS. If so allowed, ITB 20 shall prevail.</p>
	20.2	When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in the BDS as



		will the method for evaluating different schedule for execution of works.
	20.3	If so allowed in the BDS , bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic bid, the bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring agency/Employer, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring agency/Employer.
21. Withdrawal of Bids	21.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.
	21.2	Bids requested to be withdrawn in accordance with ITB 21.1 shall be returned unopened to the bidders.
22. Format and Signing of Bid	22.1	The Bidder shall prepare an original and the number of copies of the bid as indicated in the BDS , clearly marking each “ ORIGINAL ” and “ COPY ” as appropriate. In the event of any discrepancy between them, the original shall prevail: <i>Provided that except in Single Stage One Envelope Procedure, the bid shall include only the copies of technical proposal.</i>
	22.2	The original and the copy (ies) of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) authorized for signing the Bid.



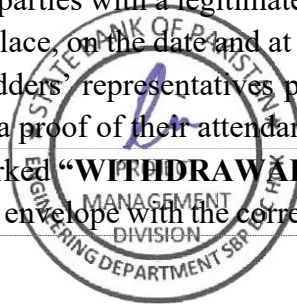
D. SUBMISSION OF BIDS

<p>23. Sealing and Marking of Bids</p>	<p>23.1</p>	<p>In case of Single Stage One Envelope Procedure, the bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.</p> <p>Note: <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of Public Procurement Rules,2004.</i></p>
	<p>23.2</p>	<p>The inner and outer envelopes shall:</p> <ol style="list-style-type: none"> a) be addressed to the Procuring agency/Employer at the address given in the BDS; and b) bear the title of the subject procurement or project name, as the case may be as indicated in the BDS, the Invitation for Bids (ITB) title and number indicated in the BDS, and a statement: “DO NOT OPEN BEFORE”, to be completed with the time and the date specified in the BDS, pursuant to ITB 24.1.
	<p>23.3</p>	<p>In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:</p> <ol style="list-style-type: none"> a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in ITB 23.2.
	<p>23.4</p>	<p>The inner and outer envelopes shall:</p> <ol style="list-style-type: none"> a) be addressed to the Procuring agency/Employer at the address provided in the BDS; b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS pursuant to ITB 24.1. 

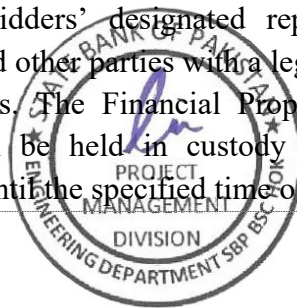
		c) In addition to the identification required in ITB 23 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB 25 .
	23.5	If all envelopes are not sealed and marked as required by ITB 23.2 , ITB 23.3 and ITB 23.4 or incorrectly marked, the Procuring agency/Employer will assume no responsibility for the misplacement or premature opening of bid.
24. Deadline for Submission of Bids	24.1	Bids shall be received to the Procuring agency/Employer no later than the date and time specified in the BDS .
	24.2	The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 9 , in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.
25. Late Bids	25.1	The Procuring agency/Employer shall not consider for evaluation of any bid that arrives after the deadline for submission of bids, in accordance with ITB 24 .
	25.2	Any bid received by the Procuring agency/Employer after the deadline for submission of bids shall be declared late, recorded, rejected and returned unopened to the bidder.
26. Substitution and Modification of bids	26.1	A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.
	26.2	Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in ITB 22 .

E. OPENING AND EVALUATION OF BIDS

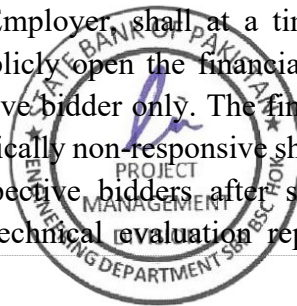
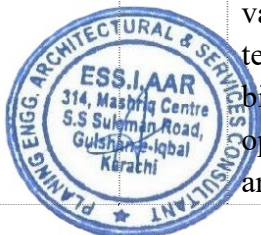
27. Opening of Bids	27.1	The Procuring agency/Employer will open all bids, in public, in the presence of bidders’ or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the BDS . The bidders’ representatives present shall sign an attendance sheet as a proof of their attendance. First, envelopes marked “ WITHDRAWAL ” shall be opened and read out and the envelope with the corresponding bid shall
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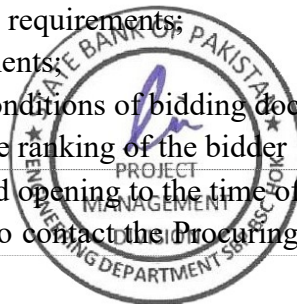
		not be opened, but returned to the bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	27.3	Second, outer envelopes marked “ SUBSTITUTION ” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	27.4	Next, outer envelopes marked “ MODIFICATION ” shall be opened. No Technical Proposal and/or Financial Proposal 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 the bids. Any modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	27.5	Other envelopes holding the bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the bidders’ names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring agency/Employer may consider appropriate, will be announced by the Procurement Evaluation Committee.
	27.6	In case of Single Stage Two Envelope Procedure, the Procuring agency/Employer will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of bidders’ designated representatives who choose to attend and other parties with a legitimate interest in the bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring agency/Employer until the specified time of their opening.



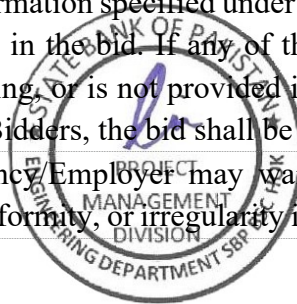
27.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security or Bid Securing Declaration, if required; and (d) Any other details as the Procuring agency/Employer may consider appropriate.
27.8	Bids not opened and not read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.
27.9	Bidders are advised to send in a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent bidder's representative shall indemnify the Procuring agency/Employer against any claim or failure to read out the correct information contained in the bidder's bid.
27.10	No bid will be rejected at the time of bid opening except for late bids which will be returned unopened to the bidder, pursuant to ITB 25 .
27.11	The Procuring agency/Employer shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and whether or not there is a withdrawal, substitution or modification, the bid price if applicable and the presence or absence of a Bid Security or Bid Securing Declaration.
27.12	The bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the bidders.
27.13	A copy of the minutes of the bid opening shall be furnished to individual bidders upon request.
27.14	In case of Single Stage -Two Envelop Bidding Procedure, after the announcement of technical evaluation report, the Procuring agency/Employer shall at a time within the bid validity period, publicly open the financial proposals of the technically responsive bidder only. The financial proposal of bidders found technically non-responsive shall be returned unopened to the respective bidders after seven days of the announcement of technical evaluation report, except those



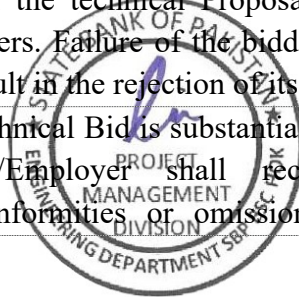
		aggrieved bidder(s) whose complaints are pending before the Grievance Redressal Committee.
28. Confidentiality	28.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	28.2	Any effort by a bidder to influence the Procuring agency/Employer processing of bids or award decisions may result in the rejection of its bid.
	28.3	Notwithstanding ITB 28.2 from the time of bid opening to the time of contract award, if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bidding process, it should do so in writing that provides record of the content of communication.
29. Clarification of Bids	29.1	To assist in the examination, evaluation and comparison of bids, the Procuring agency/Employer may, ask any bidder for a clarification of its bid including breakdown of prices invariably in writing. Any clarification submitted by a bidder that is not in response to a request by the Procuring agency/Employer shall not be considered.
	29.2	The request for clarification and the response shall be in writing that provide record of the content of communication. No change in the prices or substance of the bid shall be sought, offered, or permitted, except clarification for the correction of arithmetic errors discovered by the Procuring agency/Employer during the evaluation of bids which shall be sought in accordance with ITB 32 .
	29.3	The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work; c) contract price; d) all securities requirements; e) tax requirements; f) terms and conditions of bidding documents. g) change in the ranking of the bidder
	29.4	From the time of bid opening to the time of Contract award if any bidder wishes to contact the Procuring agency/Employer



		on any matter related to the bid it should do so in writing that provide record of the content of communication.
30. Preliminary Examination of Bids	30.1	<p>Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the bidding documents. <p>The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.</p>
	30.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Works; b) limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
	30.3	<p>The Procuring agency/Employer will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.</p>
	30.4	<p>The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does</p>



	<p>not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>Explanation: <i>A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ul style="list-style-type: none"> (a) <i>Submit the number of copies of signed bids required by the invitation;</i> (b) <i>Furnish required information concerning the number of its employees;</i> (c) <i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i>
30.5	<p>Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.</p> <p>30.6 Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the</p>



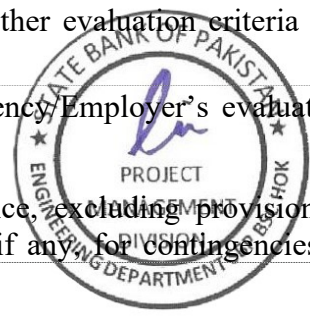
		Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	30.7	If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.
31. Examination of Terms and Conditions; Technical Evaluation	31.1	The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the bidder without any material deviation or reservation. For this purpose: “Deviation” means departure from the requirements specified in the Bidding Document. “Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.
	31.2	The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 31 , to confirm that all requirements specified in Section V – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	31.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 30 , it shall reject the bid.



<p>32. Correction of Arithmetic Errors</p>	<p>32.1</p>	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:</p> <p>-</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	<p>32.2</p>	<p>The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with ITB 19.9.</p>



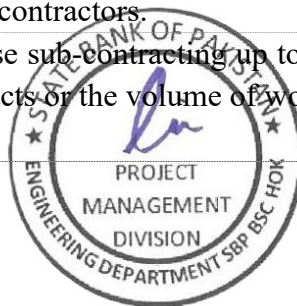
<p>33. Conversion to Single Currency</p>	<p>33.1</p>	<p>The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer’s country (referred to as the “Foreign Currency Requirements”) shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder’s home country or, (ii) at the bidder’s option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.</p>
	<p>33.2</p>	<p>To facilitate evaluation and comparison, the Procuring agency/Employer will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.</p>
	<p>33.3</p>	<p>The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS.</p>
<p>34. Evaluation of Bids</p>	<p>34.1</p>	<p>The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to ITB 30.</p>
	<p>34.2</p>	<p>In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.</p>
	<p>34.3</p>	<p>The Procuring agency/Employer’s evaluation of a bid will take into account:</p> <ul style="list-style-type: none"> a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary



		<p>bill of quantities, but including day work items, where priced competitively;</p> <p>b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;</p> <p>c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;</p>
	34.4	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	34.5	If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the BDS .
	34.6	<p>If the bid, which results in the Evaluated Bid Price (Most Advantageous Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p> <p>Explanation:</p> <p><i>“Unbalanced” or “front-loaded” bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor’s cash flow.</i></p>



35. Domestic Preference	35.1	If the BDS so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
36. Determination of Most Advantageous Bid	36.1	The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Most Advantageous bidder.
37. Qualification of Bidder	37.1	<p>The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as most advantageous bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.</p> <p><i>Note: In case of International bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</i></p>
	37.2	The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to ITB 12 .
	37.3	Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.
38. Sub-Contractors	38.1	The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.
	38.2	Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the BDS .



39. Abnormally Low Financial Bid

39.1

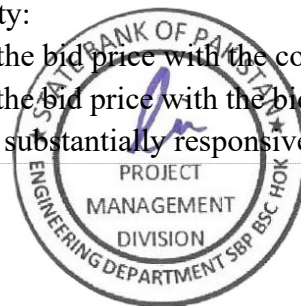
Where the bid price is considered to be abnormally low, the Procuring agency/Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:

- a) The Procuring agency/Employer may reject a bid if the Procuring agency/Employer has determined that the price in combination with other constituent elements of the bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;
- b) Before rejecting an abnormally low bid the Procuring agency/Employer shall request the bidder an explanation of the bid or of those sections which it considers contribute to the bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the bid or parts of the bid being abnormally low;
- c) The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned;
- d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and
- e) An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit.

Guidance for Procuring agency/Employer:

In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

- (i) Comparing the bid price with the cost estimate;
- (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and



		(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	39.2	The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 12
	39.3	The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 12 , as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.
	39.4	Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract. <i>Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</i>
	39.5	An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder's capabilities to perform satisfactorily.



F. AWARD OF CONTRACT

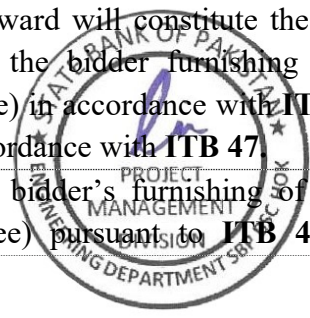
<p>40. Criteria of Award</p>	<p>40.1</p>	<p>Subject to ITB 36 and 37, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Most Advantageous Bidder, provided that such bidder has been determined to be:</p> <p>a) eligible in accordance with the provisions of ITB 3;</p> <p>b) is determined to be qualified to perform the Contract satisfactorily; and</p> <p>c) Successful negotiations have been concluded, if any.</p>
<p>41. Negotiations</p>	<p>41.1</p>	<p>The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:</p> <p>(a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;</p> <p>(b) Methodology, work plan, staffing in view to streamline the work;</p> <p>(c) a minor amendment to the special conditions of Contract;</p> <p>(d) finalizing payment arrangements;</p> <p>(e) clarifying details that were not apparent or could not be finalized at the time of Bidding;</p>
	<p>41.2</p>	<p>Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.</p>
<p>42. Procuring agency/Employer's Right to reject All Bids</p>	<p>42.1</p>	<p>Notwithstanding ITB 37, the Procuring agency/Employer reserves the right to reject all the bids, and to annul the bidding process at any time prior to acceptance of bid, without thereby incurring any liability to the affected bidder(s).</p>
	<p>42.2</p>	<p>Notice of the rejection of all bids shall be given promptly to all bidders that have submitted bids.</p>
	<p>42.3</p>	<p>The Procuring agency/Employer shall upon request communicate to any bidder the grounds for its rejection of its bids, but is not required to justify those grounds.</p>



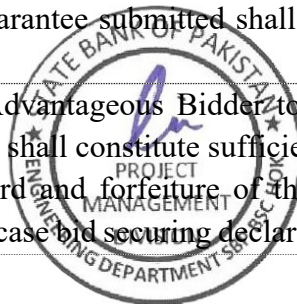
<p>43. Variations</p>	<p>43.1</p>	<p>The Engineer shall make any variation in the quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:</p> <ol style="list-style-type: none"> a) increase or decrease the quantity of any work included in the Contract, b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor), c) change the character or quality or kind of any such work, d) change the levels, lines, position and dimensions of any part of the Works, e) execute additional work of any kind necessary for the completion of the Works, or f) change any specified sequence or timing of construction of any part of the Works. <p>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 ITB 15. 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.</p>
<p>44. Instructions for variations</p>	<p>44.1</p>	<p>The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.</p>



<p>45. Valuation of Variations</p>	<p>45.1</p>	<p>All variations and any additions to the Contract Price which are required to be determined in accordance with ITB 15 (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Procuring agency/Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement, the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with ITB 15.</p>
<p>46. Notification of Award</p>	<p>46.1</p>	<p>Prior to the award of contract, the Procuring agency/Employer shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.</p>
	<p>46.2</p>	<p>Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period in writing or through electronic means that provide record of the content of communication. However, the Procuring agency/Employer shall not award any procurement contract atleast for fifteen (15) days after the acceptance of bid. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).</p>
	<p>46.3</p>	<p>The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with ITB 48 and signing of the contract in accordance with ITB 47.</p>
	<p>46.4</p>	<p>Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to ITB 48, the Procuring</p>



		agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to ITB 19 .
47. Signing of Contract	47.1	Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	47.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.
	47.3	Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.
48. Performance Security (or Guarantee)	48.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	48.2	If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following: (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Guarantee submitted shall be enforceable in Pakistan.
	48.3	Failure of the Most Advantageous Bidder to comply with the requirement of ITB 47 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted)

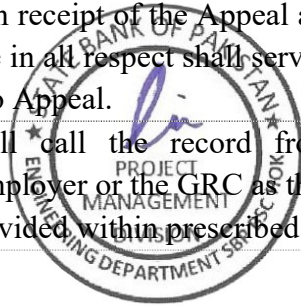


		in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).
49. Advance Payment	49.1	Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.
	49.2	The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "Notice to Commence" as specified in the SCC.
50. General Performance of the Bidders	50.1	The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.
51. Corrupt & Fraudulent Practices	51.1	Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.



G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

52. Constitution of Grievance Redressal	52.1	Procuring agency/Employer shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
53. GRC Procedure	53.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	53.2	Any bidder feeling aggrieved by any act of the Procuring agency/Employer after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	53.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	53.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	53.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	53.6	Any bidder or the Procuring agency/Employer not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	53.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	53.8	The committee shall call the record from the concerned Procuring agency/Employer or the GRC as the case may be, and the same shall be provided within prescribed time.

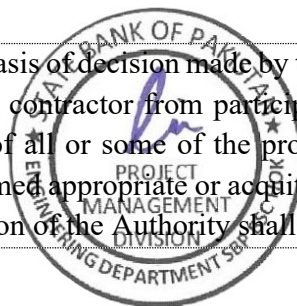
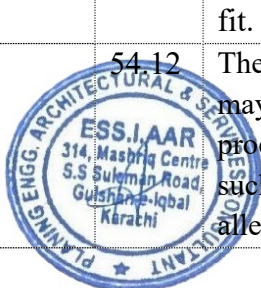


	53.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	53.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

H. MECHANISM OF BLACKLISTING

54. Mechanism of Blacklisting	54.1	The Procuring agency/Employer shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; i) Fails to perform his contractual obligations; and ii) Fails to abide by the id securing declaration;
	54.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring agency/Employer proposes to debar the bidder or contractor from participating in any public procurement of the Procuring agency/Employer; and (c) the statement, if needed, about the intention of the Procuring agency/Employer to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	54.3	The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
	54.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring agency/Employer may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Procuring agency/Employer shall decide the matter on the basis of available record and personal hearing, if availed.
	54.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring agency/Employer may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	54.6	The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for appearance before the designated officer of the Procuring agency/Employer for

		personal hearing. The designated officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
	54.7	The Procuring agency/Employer shall decide the matter within fifteen (15) days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	54.8	The Procuring agency/Employer shall communicate to the bidder or contractor the order of debaring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty (30) days, prefer a representation against the order before the Authority.
	54.9	Such blacklisting or barring action shall be communicated by the Procuring agency/Employer to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Procuring agency/Employer.
	54.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty (30) days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety (90) days of filing of review petition.
	54.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the Procuring agency/Employer. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	54.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.



SECTION III: BID DATA SHEET



Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	<p>Name of Procuring agency/Employer: The Employer is: Director /Head Engineering Department 1st floor SBP Bolton Market Building State Bank of Pakistan (SBP) Banking Services Corporation (BSC) Head Office Karachi (HOK) M.A. Jinnah Road, Karachi (Hereinafter called “The Employer” Which expression shall include the successors, legal representatives and permitted assignees).</p> <p>The subject of procurement is: “Construction of State Bank of Pakistan (SBP) New Office Building at Gujranwala”.</p> <p>Period for Completion of the Works : 1096 days from the date of receipt of Engineer’s Notice to Commence</p> <p>The Summary of Works: “State Bank of Pakistan intends to Construct SBP New Office Building at Gujranwala”.</p> <p>The scope of works mainly comprises Civil, Plumbing, Electrical & Communication, Mechanical, HVAC Works, DG Sets, Lifts, Fire Protection/Fighting Works & Building Management System etc. of the Building and related ancillary works lying within the boundaries and limits as shown on the drawings and any such additional areas adjacent thereto as may be designated by the Engineer from time to time for the construction to be performed under the Contract, and all such areas and additional areas shall comprise the Site</p> <p>Type of Procurement : National Competitive Bidding</p>
2.	2.1	<p>The Employer has sufficient funds of its own to cover the Cost of the entire Project for which these Bidding Documents are issued.</p>

Construction of SBP New Office Building at Gujranwala

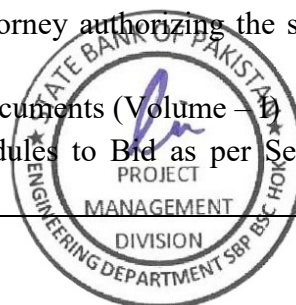
3.	3.1- ,3.2,3.3,3.4	Delete the sub clause in its entirety and replace with the following Each Bidder shall submit only one bid. Joint venture (JV) is not allowed. A bidder who submits or participates in more than one bid will be disqualified.
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B. Bidding Documents

4.	7.2	The number of copies to be completed and returned is one original and 01 Copy each of Volume-I and Section V-Volume-IV.
5.	8.1	The address for clarification of Bidding Documents is as indicated in Invitation to Bid
	8.2	Sub-Clause 8.2 has been amended as under: 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 as well as uploaded on employer's website, including a description of the enquiry but without identifying its source
	8.5	Pre-bid meeting : As per published Invitation to Bid

C. Preparation of Bids

6.	10.1	The Language of all correspondences and documents related to the Bid is: English
7.	11.1 (i)	In addition to the documents stated in ITB 11 , the following documents must be included with the Bid: Volume – I (i) Letter of Technical Bid (ii) Written power of attorney authorizing the signatory of the Bid (iii) Original Bidding Documents (Volume – I) (iv) Duly filled in Schedules to Bid as per Section V except Volume IV



Construction of SBP New Office Building at Gujranwala

		(v)Qualification documents establishing bidders' eligibility as per Evaluation and Qualification Criteria Section-V Volume II: (i)Volume – II (A): Technical Specifications (ii)Volume – II (B): Special Provisions (iii)Volume – II (C): Operation & Maintenance Service Volume III: Tender Drawings 11.1 (B) The Bidder shall submit with its Price Bid the following documents: Volume – IV (i) Letter of Price Bid (ii) Preamble to Bill of Quantities (iii) Bill of Quantities-Section V (iv) Bid Security in original
8.	11.2	JV is not allowed
9.	15.3	Delete the sub clause in its entirety
10.	15.5	The bid price shall be adjusted in accordance with Formula for Price Adjustment under clause 13.7
11.	16.1	The currency of the Bid shall be <i>Pakistan Rupees (PKR)</i>
12.	16.2,16.3, 16.4	Delete the sub clauses in entirety
13.	17.1	The sub-clause is amended as under; The bidder shall furnish a Technical Proposal including equipment, personnel, schedule and any other information as stipulated in Section VI – Standard Bid Forms , in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time. Successful bidder shall submit the statement of work methods prior to commencement of Works.
14.	18.1	The Bid Validity period shall be 180 days.
15.	19.1	The amount of Bid Security shall be Rs. 40 million
16.	19.3	The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or Pay Order/Demand Draft, Bankers cheque or Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Employer. The Bid Security may be encashed by the Employer upon submission of Bid Security. Bid Security in original is required to be submitted with the Financial Bid Envelope



Construction of SBP New Office Building at Gujranwala

17.	20.1	“Alternate Proposals are not allowed. Bidders offering more than one proposal(s) shall be disqualified and its bid shall be deemed to be non-responsive”.
18.	22.1	The number of copies of the Bid to be completed and returned shall be one (01)

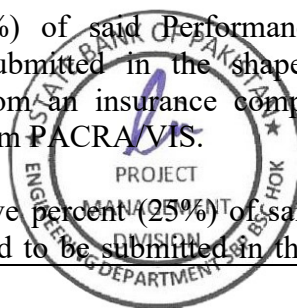
D. Submission of Bids

19.	23.2 (a)	Office of PA to Chief Manager, State Bank of Pakistan, SBP BSC (Bank), Trust Plaza, G.T. Road, Gujranwala.
20.	23.2 (b)	Title of the subject Procurement or Project name: “Construction of SBP New Office Building at Gujranwala” ITB title and No: <i>As per published Invitation to Bid</i> Time and date for submission: <i>As per published Invitation to Bid</i>
21.	24.1	The deadline for Bid submission is <i>As per published Invitation to Bid</i>

E. Opening and Evaluation of Bids

22.	27.1	The Bid opening shall take place at: Meeting Room-First Floor State Bank of Pakistan, SBP BSC (Bank), Trust Plaza, G.T. Road, Gujranwala.
23.	33.1,33.2,33.3	Delete the sub clause in its entirety and replace with the following; The unit rates and the prices shall be quoted by the bidder in Pak Rupees. The payments to the Contractor for the works done shall be made in Pakistani Rupees
24.	34.6	Delete the sub clause in its entirety and replace with the following; “If the rate of any item of the successful bidder is abnormally high i.e. 15% more or higher than the rate of the same items in Engineer’s Estimate, the Employer may require the bidder to produce detailed price analyses for any or all such items of Bid of the successful Bidder to demonstrate the internal consistency of those prices. After evaluation of the price analyses by the Employer/Engineer the rate of successful

		<p>bidder (if required) will be rationalized in following manner and the decision of the Employer / Engineer in this regard shall be final and binding on the successful bidder:</p> <p>a. The rate or price of individual abnormally high quoted items compared with the Engineer’s Estimate would be decreased to the individual item rate of the Engineer’s Estimate. The revised BOQ so prepared will be called as Rationalized BOQ duly stamped and signed by the successful bidder which shall be final and binding for interim payment purposes only. Withheld amount(s) of abnormally high quoted items shall be released during finishes stage or at such stage when items identified as below / lower to Engineer’s estimate are in progress resulting in making final payments as per original quotes.</p> <p>b. For calculation of Price Adjustment and Adjustment in US\$ rates under Sub-Clause 13.7 and 13.8 during Payments Certification, the original bid rates quoted by the successful bidder would be considered.</p>
25.	34	<p>Evaluation Techniques</p> <p>Least Cost Based Selection (LCBS)</p> <p>After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (drawings/ design/ technical specifications /requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered as most advantageous bid</p>
26.	34	JV is not allowed
27.	38.2	As mentioned in Special Conditions of the Contract
F. Award of Contract		
28.	48	<p>The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. The Performance Security will be furnished as below:</p> <p>(a) Seventy-five (75%) of said Performance Security is required to be submitted in the shape of insurance guarantee/bond from an insurance company having at least AA rating from PACRA/VIS.</p> <p>(b) Balance twenty five percent (25%) of said Performance Security is required to be submitted in the shape of Pay</p>



		order/ Demand Draft/ Deposit at call /Bank Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.
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G. Review of Procurement Decisions

29.	53.1	The Address of Procuring Agency to submit the grievance Chairman Grievance Committee, Office of the Director Human Resource Management Department, 1st Floor, BSC House State Bank of Pakistan Main Building Complex, I.I Chundrigar Road, Karachi.
30.	53.6	The Address of PPRA to submit a copy of appeal: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254



SECTION IV. ELIGIBLE COUNTRIES

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel



SECTION V. EVALUATION AND QUALIFICATION CRITERIA

Qualification of Bidders shall be evaluated on the basis of mentioned criteria regarding the Bidder's financial soundness, experience record, personnel and equipment capabilities, in addition to fulfillment preliminary Scrutiny requirements.

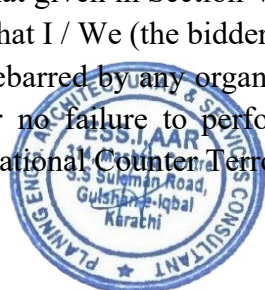
Information supplied by the Bidders for the qualification must apply to the company/ firm, named on the statement only. The substitution of background information pertinent to qualification will not be considered for another company related to the applicant company through a "Group ownership. The Employer reserves the right to waive minor deviations, if they do not materially affect the capability of the Bidder to perform the Contract.

A. Preliminary Scrutiny:

- i. Bidder is required to submit unconditional bid along with all original bidding documents purchased from the Employer.
- ii. Valid registration with PEC in Category CA or above specialization codes CE-10, ME-01, EE-04, EE-05
- iii. Legal Status of the firm (provide relevant documents) as under

In case of Individual / Sole Proprietor	In case of Associated of Persons (AOP)	In case of (Pvt.) Limited
<ul style="list-style-type: none"> • Copy of CNIC • Affidavit that firm is individual / Sole proprietor (format given in Section VIII of denomination not less than Rs. 200) 	<ul style="list-style-type: none"> • Partnership Deed • Any other relevant Document • No. of Partners • Nos. of partners along with CNIC 	<ul style="list-style-type: none"> • Copy of Article of Association / Memorandum • Form 29 • Form A • Nos of Directors along with copy of CNIC

- iv. Affidavit on non-judicial stamp paper of denomination not less than Rs. 200 (format given in Section VIII)
 - a. That I / We (the bidder) has / have not been blacklisted, declared in-eligible or debarred by any organization / department for corrupt or fraudulent practices, or no failure to perform with SBP BSC and has never been sanctioned by National Counter Terrorism Authority (NACTA).



Construction of SBP New Office Building at Gujranwala

- b. That I / We (the bidder) has / have obtained all information regarding all applicable Taxes and conform the requirements thereof at bidder's own responsibility and has been included the same in the quoted Bid Price. The quoted Bid Price has also included the cost of accepting the general risks/liabilities and obligations set forth or implied in the Contract. I / We (the bidder) understand and agree that the Employer will entertain no claim at any later stage on this account.
- c. That I / We (the bidder) has / have visited and examined the Site of Works and its surroundings and has obtained all information that which is necessary for preparing the bid and entering into a contract. I / We (the bidder) understand and agree that the Employer will entertain no claim at any later stage on this account.
- v. Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder. In case, the firm has never been involved in litigation, an affidavit to such effect should be provided. If the bidder is involved in litigation / arbitration with State Bank of Pakistan, it shall be held non-responsive.
- vi. The Bidder must be on Active Tax Payer's List of Federal Board of Revenue (NTN, GST).
- vii. **The bidder must be registered with concerned Provincial Revenue Board/ Authority. If bidder is not registered or inactive then 100% tax would be deducted from the payments as per applicable laws. State Bank of Pakistan (SBP) is not to be treated as Government Entity for this purpose therefore 100% applicable tax will be recovered.**
- viii. If the Bidder has worked with State Bank of Pakistan on any project, the Bidder shall provide satisfactory completion certificate or Taking Over Certificate issued from the State Bank of Pakistan. Failure to provide the Certificate would cause bidder as non-responsive.
- ix. The Bidder shall sign and stamp the Integrity Pact provided in Contract Forms in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million

The Bidder failed in Preliminary Scrutiny shall be considered disqualified and its Technical Bid will not be evaluated any further.



B. Detailed Scrutiny:

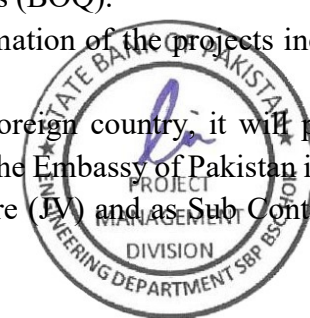
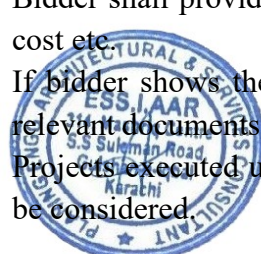
The detailed qualification evaluation shall be carried out on the basis of the Pass / Fail criteria for the different categories and minimum qualifying requirements are prescribed hereunder:

1. Experience:

Sr. No.	Sub-Category	Passing Criteria
a	Experience as Prime contractor in execution of Building Projects during last ten (10) years. The project shall include scope of Civil works, Electrification & central HVAC works.	<p>The bidder will qualify the experience criteria if the bidder has:</p> <p><u>OPTION No. 1</u> One completed project of minimum cost of Rs. 1,400 Million.</p> <p style="text-align: center;">OR</p> <p><u>OPTION No. 2</u> Two completed projects each of minimum cost of Rs. 700 Million.</p> <p style="text-align: center;">OR</p> <p><u>OPTION No. 3</u></p> <p>a. One completed project of minimum cost of Rs. 700 Million</p> <p>b. One project in hand of minimum cost of Rs. 1400 Million.</p>

Note:

- i. The bidder must provide “Letter of Award” and Taking Over/ Completion Certificate of completed projects of which the experience is being claimed.
- ii. Project will not be considered for evaluation for which above letter/ certificate is not provided.
- iii. The bidder shall provide evidence to ascertain the quantum of work by providing verifiable Bill of Quantities (BOQ).
- iv. Bidder shall provide complete information of the projects including scope, cost etc.
- v. If bidder shows the experience of foreign country, it will provide all the relevant documents duly verified by the Embassy of Pakistan in that country.
- vi. Projects executed under Joint Venture (JV) and as Sub-Contractor will not be considered.



2. Equipment Capabilities

Sr. No.	Description	Min: Required
1.	Concrete Pump	1 No.
2.	Concrete Mixer Machine (Full Cement Bag)	1 No.
3.	Concrete Batching Plant	1 No.
4.	Excavator	2 Nos.
5.	Tractor Trolley	3 Nos.
6.	Water Bowser	3 Nos.
7.	Dewatering Pump of appropriate HP as per approved methodology	2 Nos.
8.	Transit Mixer	3 Nos.
9.	Scaffolding	40,000 Rft
10.	Steel Shuttering	20,000 Sft
11.	Concrete Vibrator	5 Nos.
12.	Compactor (Vibratory, Roller type) at least 1 Ton.	1 No.
13.	Plate Compactor	1 No.
14.	Steel Cutting / Bending Machine	2 Nos.
15.	Portable Construction light tower (Hand-push type) along with Generator	3 Nos.
16.	Generator Set (25 KVA) along with Cable and other arrangements	2 Nos.
17.	Leveling Equipment (Auto-Level)	1 No.
18.	Total Station	1 No.

Notes:

Applicant must provide an undertaking to the effect that the aforementioned equipment is available with the firm in good condition of deployment at the project site.

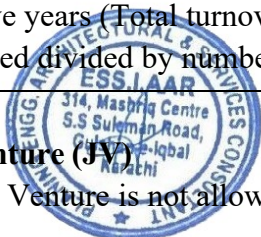
3. Financial Capabilities

Bank(s) statement(s) of four months' period prior to bid opening date OR Bank(s) statement(s) showing available Credit Line Facility and Audit Reports duly certified by Chartered Accountants to confirm the below evaluation criteria.:

i. The minimum amount of unutilized credit line facilities or cash in bank account in any one instance	Rs. 150 Million
ii. The minimum average annual turnover during last five years (Total turnover of the period specified divided by number of years)	Rs. 450 Million

C) Joint Venture (JV)

Joint Venture is not allowed.



D) Conflict of Interest

The Bidder must not be associated, nor have been associated in the past, with the consultant or any other entity that has prepared the design, specifications, and other prequalification and bidding documents for the project, or was proposed as Engineer for the contract, over the last five years. Any such association may result in disqualification of the Bidder.

E) Other Factors

- 1) Price Bids of only firms has been post qualified under this procedure shall be opened. A qualified firm may participate only in one bid for the contract. If a firm submits more than one bid all bids including that bidder will be rejected. This rule will not apply in respect of bids which include specialist sub-contractors who are used by more than one bidder.
- 2) The Employer reserves the right to:
 - a) Amend the scope and value of any contract(s) to be bid, in which event the bidder(s) will only bid among those post qualified bidders who meet the requirements of the contract(s) as amended. However, the Employer has to review the disqualified bids who originally do not meet the specified criteria for post -qualification.
 - b) Reject or accept any application; and
 - c) Cancel the post qualification process and reject all applications.

The Employer shall neither be liable for any such actions nor be under any obligation to inform the Applicant of the grounds for rejection, however, may be debriefed if solicited.



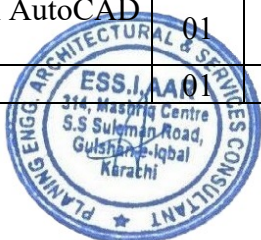
Appendix-A to Bid

Contractor's Representative and Key Personnel
(to be signed by the Bidder)

MINIMUM MANDATORY STAFF: The Contractor shall arrange all requisite resources for timely completion of project as per provisions given in the Bidding Documents.

Following is the list of Minimum Mandatory Staff Requirement & Equipment to be deployed at site by the Contractor as and when required by the Engineer till completion of the Project. In case Contractor fails to deploy any of the following personnel, the Engineer will deduct the amount mentioned at column (E) for the respective personnel. However, the deduction of the amount does not relieve the Contractor to deploy the minimum staff at site.

<i>Designation</i>	<i>Nos.</i>	<i>Minimum Qualification</i>	<i>Min. Relevant Working Experience</i>	<i>Minimum Amount to be deducted per month per person in case the personnel is</i>
<i>(A)</i>	<i>(B)</i>	<i>(C)</i>	<i>(D)</i>	<i>(E)</i>
Project Manager/Contractor Representative	01	B.Sc. Engr. with valid PEC Regd., Professional Engineer (Civil / Electrical / Mech)	15 years	450,000/-
Construction Manager	01	B.Sc. Civil Engr. / B-Tech Hons.	10 years	375,000/-
Planning Engineer	01	B.Sc. Civil Engr. with valid PEC Regd.	05 years	300,000/-
Site Engineer	02	B.Sc. Civil Engr valid PEC Regd.	05 years	180,000/-
Electrical Engineer	02	B.Sc Electrical Engr with valid PEC Regd.	05 years	180,000/-
Mechanical Engineer	01	B.Sc Mechanical Engineering with valid PEC Regd.	05 years	180,000/-
Site Supervisors (Civil)	03	DAE Civil/ B-Tech	08 years	120,000/-
Surveyor	01	Certificate	08 years	120,000/-
Quantity Surveyor	01	DAE Civil	08 years	150,000/-
Electrical Supervisor	02	DAE (Elect)	08 years	120,000/-
Mechanical / HVAC Supervisor	02	DAE (Mech)	08 years	120,000/-
Draftsman with AutoCAD Experience	01	Certificate	08 years	120,000/-
Accountant	01	B.Com / BBA	08 years	120,000/-



Appendix-B to Bid**EQUIPMENT:**

The Bidder must demonstrate that it has the key equipment listed hereafter:

S No.	Description	Min: Required
1.	Establishment of Employer's site office and residential facility	As per requirement stated in the bidding documents.
2.	Concrete Pump	1 No.
3.	Concrete Mixer Machine (Full Cement Bag)	1 No.
4.	Concrete Batching Plant	1 No.
5.	Excavator	2 Nos.
6.	Tractor Trolley	2 Nos.
7.	Water Bowser	2 Nos.
8.	Dewatering Pump of appropriate HP as per approved methodology	2 Nos.
9.	Transit Mixer	3 Nos.
10.	Scaffolding	40,000 Rft
11.	Steel Shuttering	20,000 Sft
12.	Concrete Vibrator	5 Nos.
13.	Compactor (Vibratory, Roller type) at least 1 Ton.	1 No.
14.	Plate Compactor	1 No.
15.	Steel Cutting/ Bending Machine	2 Nos.
16.	Portable Construction light tower (Hand-push type) along with Generator	3 Nos.
17.	Generator Set (25 KVA) along-with Cable and other arrangements	2 Nos.
18.	Leveling Equipment (Auto-Level)	1 No.
19.	Total Station	1 No.

The above are the Minimum mandatory requirement of equipment for releasing second part of mobilization advance as per Clause # 14.2: Part-B. – All equipment must be in good condition to be decided by the Employer/Engineer)

Authorized Signature and official Seal: _____

Name: _____

Date: _____



CONSTRUCTION CAMP AND HOUSING FACILITIES

(to be filled and signed by the Bidder)

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

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

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

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

Authorized Signature and official Seal: _____

Name: _____

Date: _____



LIST OF SUBCONTRACTORS
(to be filled and signed by the Bidder)

The Contractor undertakes that if any part of the Works is subcontracted, the subcontractors shall be reliable and competent as per PEC bye laws to perform that part of the work and shall have adequate experience of the similar works. Contractor understands that final selection of subcontractor will be subject to the Employer's approval.

The Subcontractor will meet following criteria:

a) HVAC Works

- i. Relevant Experience of 04 (four) years.
- ii. Valid PEC registration in relevant category.

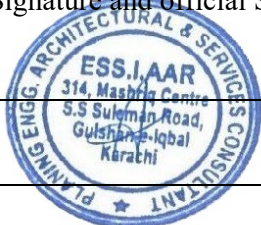
b) Electrical Works (substation equipment)

- i. Relevant Experience of 04 (four) years.
- ii. Valid PEC registration in relevant category

Authorized Signature and official Seal: _____

Name: _____

Date: _____



ESTIMATED PROGRESS PAYMENTS

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

Note: Only % age of Bid Price is to mentioned.

Months	% of Bid Price
(a)	(b)
Start to 3 months	
4-6 months	
7-9 months	
10-12 months	
13-15 months	
16-18 months	
19-21 months	
22-24 months	
25-27 months	
28-30 months	
31-33 months	
34 months to till completion	
Total	100 %

Authorized Signature and official Seal: _____

Name: _____

Date: _____



**LIST OF RECOMMENDED
MANUFACTURERS**

(to be signed by the Bidder)

1. Qualifications of Manufacturers of Equipment and Material

The local and imported equipment offered by the bidder shall be of reputed manufacturers who have at least ten (10) years of proven experience in the design and manufacture of such equipment unless mentioned otherwise, have all testing facilities for testing of equipment strictly in accordance with the laid down standards and specifications and have a local representation in Pakistan with availability of trained technical staff having OEM Certification (where required).

All equipment's/ material must be supplied from Authorised/ Sole Distributors.

2. Brand Names

Equipment and materials specified with brand names have been provided 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 that 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 acceptance of equipment/ materials offered by these manufacturers will be subject to compliance of offered models/ materials with the specifications, capacity and/ or performance requirements.

All other items not included in the list hereunder will be approved by the Engineer in accordance to their compliance with the specifications, capacity and/ or performance requirements.

Onus lies with the Contractor for establishing the genuineness of any material/ product.

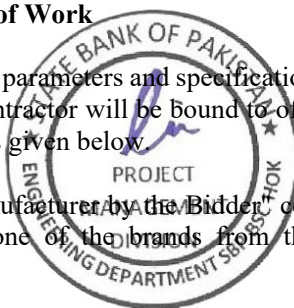
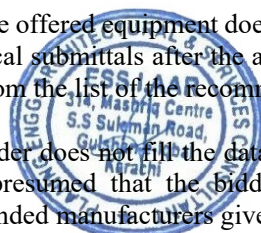
4. Local Representation

- a. The offered equipment must have an authorized distributor or agent representative in Pakistan for at least last 5 years.
- b. The offered Vault Doors must have an authorized distributor or agent representative in UAE for at least last 5 years.

5. Shortcomings in Technical Submission after Award of Work

In case the offered equipment does not comply with the parameters and specifications at the time of technical submissions after the award of work, the contractor will be bound to offer one of the brands from the list of the recommended manufacturers given below.

If the bidder does not fill the data in the "Offered Manufacturer by the Bidder" column, then it will be presumed that the bidders agrees to offer one of the brands from the list of the recommended manufacturers given below:



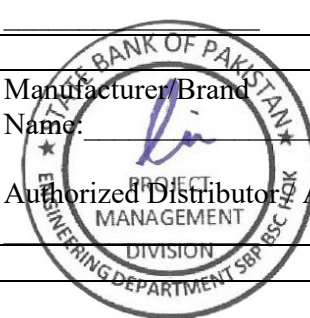
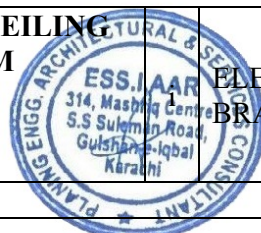
Construction of SBP New Office Building at Gujranwala

S. No.	Equipment/ Material	Recommended Manufacturers	Offered Manufacturer by the Bidder
A	CIVIL WORKS		
1	WATER STOPPER	i DECORA	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii Adamjee	
		iii Geotech Lining	
2	INTERLOCK PAVERS	i ENVICRETE	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii CONCRETE CONCEPT PVT. LTD.	
		iii HUBCRETE PVT. LTD.	
		iv BANU MUKHTAR CONCRETE PVT. LTD.	
		v IZHAR PAVERS & BLOCKS	
3	KERB STONES	i CONCRETE CONCEPT PVT. LTD.	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii HUBCRETE PVT. LTD.	
		iii BANU MUKHTAR CONCRETE PVT. LTD.	
		iv IZHAR PAVERS & BLOCKS	
4	ANTI-TERMITE TREATMENT	i MIRAGE (ALI AKBAR GROUP)	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii AGENDA (BAYER)	
		iii BIFLEX	
5	CONSTRUCTION CHEMICAL, SEALANT	i SIKA PAKISTAN PVT. LTD	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii BASF	
		iii PAGEL	
		iv MITCHELL CHEMICAL PVT. LTD.	
		v FOSROC	



Construction of SBP New Office Building at Gujranwala

6	uPVC WINDOWS	i	WIN MARK	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	Green Build Cooperation	
7	PAINT, LACQUER / VARNISHES	i	ICI	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan:
		ii	BERGER	
		iii	NIPPON	
		iv	JOTUN	
8	ALUMINUM	i	PAKISTAN CABLE	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	PRIME ALUMINUM	
		iii	CHAWALA ALUMINUM	
		iv	GHANI GROUP OF COMPANIES	
		v	AL FATAH	
9	GLASS	i	SAINT GOBAIN	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan:
		ii	GUARDIAN	
		iii	PILKINGTON	
11	FROSTED SAFETY FILM	i	3M	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan:
		ii	LLUMAR	
12	PORCELAIN TILE	i	NIRO	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	WHITE HORSE	
		iii	KIMGRES	
		iv	Porcellan	
		v	RAK CERAMICS	
13	FALSE CEILING (GYPSUM BOARD)		ELEPHANT BRAND	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan:



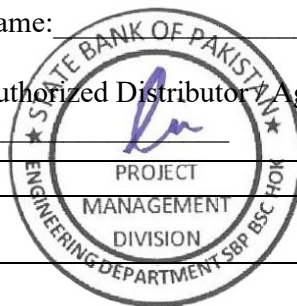
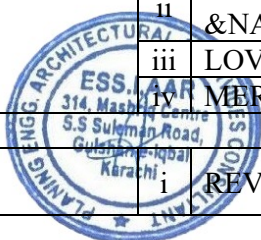
Construction of SBP New Office Building at Gujranwala

14	ALUMINUM FALSE CEILING	i	DAMPA	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	DAIKEN	
15	Mineral Fibre False Ceiling	i	OWA	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	DAIKEN	
16	Cast Iron Manhole Cover	i	ALPINE STEEL PVT. LTD	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	NEW PIPE CASTING	
17	Plywood/ Vin Board/ Mdf/ Lasani Wood	I	ZRK	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		Ii	AL NOOR	
18	Door Locks & Door Closers	I	YALE	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	Alpha	
19	Fire Resistant Doors	I	ASMIC	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	NAFFCO	
B	ELECTRICAL WORKS			
1	Transformer (Dry Type)	i	IMEFY (PEL)	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	GEAFOL(SIEMENS)	
		iii	GBE (BILAL ENGG)	
		iv	SCHNEIDER ELECTRIC	
		v	SIEMENS	
2	HT Panel	i	ABB	Manufacturer/Brand Name: _____
		ii	SIEMENS	



Construction of SBP New Office Building at Gujranwala

		iii	SCHNEIDER	Authorized Distributor / Agent in Pakistan:
3	LV Diesel Generator Set	i	CATERPILLAR (ALLIED ENGINEERING)	Manufacturer/Brand Name: _____
		ii	KOHLER SDMO (GREAVES)	Authorized Distributor / Agent in Pakistan: _____
		iii	CUMMINS (ORIENT)	
		iv	VOLVO (ONIS VISA)	
		v	F.G. WILLSON (S.M. JAFFAR)	
4	LT-Panels & DBs	i	PEL	Manufacturer/Brand Name: _____
		ii	SCHNEIDER	
		iii	SEIMENS	Authorized Distributor / Agent in Pakistan: _____
5	Circuit Breakers	i	ABB	Manufacturer/Brand Name: _____
		ii	SCHNEIDER Electric	
		iii	SIEMENS	
		iv	GE	Authorized Distributor / Agent in Pakistan: _____
		v	Hyundai	
		vi	Drosseln	
6	Relays And Sockets	i	ABB	Manufacturer/Brand Name: _____
		ii	SCHNEIDER	
		iii	SIEMENS	Authorized Distributor / Agent in Pakistan: _____
		iv	GE	
7	Power Factor Capacitor	i	DUCATI	Manufacturer/Brand Name: _____
		ii	NOKIAN	
		iii	MG	Authorized Distributor / Agent in Pakistan: _____
8	Selector Switches (VSS/ASS)	i	BRETER	Manufacturer/Brand Name: _____
		ii	KRAUS & NAIMER	Authorized Distributor / Agent in Pakistan: _____
		iii	LOVATO	
		iv	MERZ	
9		i	REVALCO(L.T)	



Construction of SBP New Office Building at Gujranwala

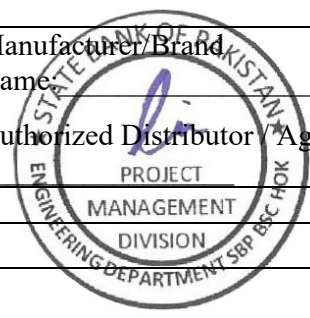
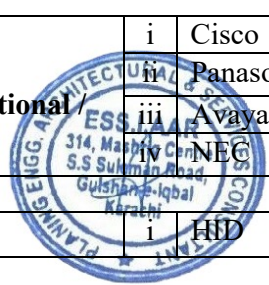
	Instrument Transformer (C.T/P.T)	ii	CIRCULATOR(L.T)	Manufacturer/Brand Name: _____
		iii	PEL(H.T)	Authorized Distributor / Agent in Pakistan: _____
		iv	FICO(H.T)	
10	Voltmeter, Ampermeters	i	REVALCO	Manufacturer/Brand Name: _____
		ii	LOVATO	
		iii	SIGMA	Authorized Distributor / Agent in Pakistan: _____
		iv	LUMEL	
		v	Schneider Electric	
		vi	ABB	
11	MV/LV Cables	i	PAKISTAN CABLES	Manufacturer/Brand Name: _____
		ii	FAST CABLES	Authorized Distributor / Agent in Pakistan: _____
		iii	NEWAGE CABLE	
12	Earthing Conductors	i	PAKISTAN CABLES	Manufacturer/Brand Name: _____
		ii	FAST CABLES	Authorized Distributor / Agent in Pakistan: _____
		iii	NEWAGE CABLE	
13	Pvc Conduit & Accessories	i	POPULAR PIPES	Manufacturer/Brand Name: _____
		ii	ADAMJEE PIPES	Authorized Distributor / Agent in Pakistan: _____
		iii	ROYAL PIPES	
		iv	POLO PIPES	
		v	Dadex	
14	Led Lighting	i	PHILIPS	
		ii	OSRAM/ LEDVANCE	Authorized Distributor / Agent in Pakistan: _____
		iii	PELSAN	
		iv	PIERELITE	
15	Switches, Sockets & Industrial Sockets	i	CLIPSAL (SCHNIDER)	
		ii	LEGRAND	Authorized Distributor / Agent in Pakistan: _____
		iii	MK	
16	Voice / Data Cables / Outlets	i	CORNING	Manufacturer/Brand Name: _____
		ii	PANDUIT	Authorized Distributor / Agent in Pakistan: _____
		iii	SCHNEIDER	
17		i	HONEYWELL	

Construction of SBP New Office Building at Gujranwala

	Fire Alarm System	ii	EDWARDS	Manufacturer/Brand Name: _____
		iii	SIMPLEX	
		iv	SIEMENS	Authorized Distributor / Agent in Pakistan: _____
18	Fans (Ceiling, Exhaust Fans)	i	PAK FANS	Manufacturer/Brand Name: _____
		ii	GFC	
		iii	Royal Fan	Authorized Distributor / Agent in Pakistan: _____
19	Bus Tie Duct	i	SCHNEIDER	Manufacturer/Brand Name: _____
		ii	SIEMENS	
		iii	MEGABARRE	Authorized Distributor / Agent in Pakistan: _____
20	Under Vehicle Surveillance	i	ADVANCE TECHNOLOGY	Manufacturer/Brand Name: _____
		ii	COMM PORT	Authorized Distributor / Agent in Pakistan: _____
21	Integrated Building Management System	i	SCHNEIDER	Manufacturer/Brand Name: _____
		ii	TERRAIN	
		iii	JOHNSON	Authorized Distributor / Agent in Pakistan: _____
		iv	HONEYWELL	
		v	SIEMENS	
22	Public Address System	i	BOSCH	Manufacturer/Brand Name: _____
		ii	TOA	
		iii	Bose	Authorized Distributor / Agent in Pakistan: _____
		iv	Optimus	
23	CCTV System	i	PELCO	Manufacturer/Brand Name: _____
		ii	SONY	
		iii	HIK VISION	Authorized Distributor / Agent in Pakistan: _____
		iv	Axis	
24	EARTHING SYSTEM	i	FURSE	Manufacturer/Brand Name: _____
		ii	DEHN	Authorized Distributor / Agent in Pakistan: _____
25	MV TERMINATION KIT (Indoor, Outdoor)	i	Raychem	Manufacturer/Brand Name: _____
		ii	3M	Authorized Distributor / Agent in Pakistan: _____

Construction of SBP New Office Building at Gujranwala

26	TIMERS	i	Nias	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	Samwha	
		iii	Fuji	
27	Cable Glands, Lugs, Terminals, Labelling accessories, etc	i	Cembre	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	Hubbell / Hawke	
28	G.I/ S.S/ AL / METAL SHEET	i	PAKISTAN STEEL	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	I.S.L (INTERNATIONAL STEELS LIMITED)	
29	Hand Driers / Jet Driers	i	Siemens	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	World Dryer	
		iii	Mitsubishi	
30	Insect Killers	i	Insectocutor	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	Moel	
31	Power Conditioning Equipment (UPS)	i	Schneider Electric	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	General Electric	
		iii	Eaton	
		iv	Emerson / Liebert	
31	Power Conditioning Equipment (Stabilizers, Isolation Transformers)	i	Stavol	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	Ortea	
		iii	Stabimatic	
		iv	Watford	
32	EPABX (Conventional / VOIP)	i	Cisco	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	Panasonic	
		iii	Avaya	
		iv	NEC	



Construction of SBP New Office Building at Gujranwala

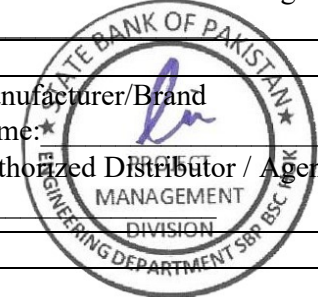
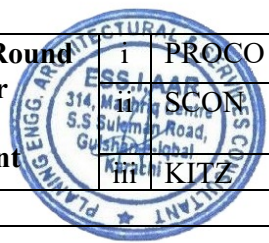
33	Access Control System	ii	Honeywell	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		iii	Hirsch	
34	Anti Static Raised Flooring (Cement core) and accessories (perforated panel, tile puller etc.)	i	Mero	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	Concord	
		iii	Uniflair (Schneider Electric)	
35	Ultrasonic Level Transmitter	i	KELE	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	HOLYKELL	
		iii	Endress + Hauser	
36	Float Level Switch & Controller	i	KELE	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	VEGA	
		iii	AYVAZ	
		iv	INSTRUMART	
37	C.A.T.V System	i	Wisi (Germany) - M/s. Pak Security and Services (Pakistan)	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	Saxton	
		iii	3M (USA) - M/s. 3M Pakistan	
38	Perimeter Electro Fencing	i	Nemtek (South Africa) - M/s. Secure Vision (Pakistan)	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	Fiber Sensys (USA) - M/s. ZMAN Engineering (Pakistan)	
		iii	Senstar (CAN) - M/s. MEPiT Engineering (Pakistan)	
39	Light Poles (Wall / bracket mounted street lighting, Pedestal mounted lighting poles)	i	Farhan Mechanical Works	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	RCO Engineering	
		iii	ZMAN Engineering	
C	HVAC WORKS			

Construction of SBP New Office Building at Gujranwala

1	Water Cooled Screw Chillers	i	YORK	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	TRANE	
		iii	CARRIER	
		iv	DAIKIN	
2	Cooling Towers	i	MARLEY	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	SHINWA	
		iii	KUKEN	
3	Air Handling Units, Fan Coil Units, DX-Condensing Units	i	TRANE	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	CARRIER	
		iii	YORK	
		iv	DAIKIN	
4	Air Cooled Split Air Conditioning Units (Outdoor & Indoor Units)	i	LG	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	SAMSUNG	
		iii	DAIKIN	
		iv	GENERAL	
5	Pumps With Motors	i	KSB	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	TACO	
		iii	WILO	
		iv	GRUNDFOS	
6	Exhaust Fans (Centrifugal Type & Jet Fans)	i	GREENHECK	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	LOREN COOK	
		iii	SYSTEM AIR	
7	Exhaust Fans (Axial Type)	i	AEROTECH	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	SASA METAL INDUSTRIES	
8	Exhaust Fans (Propeller Type)	i	PAK FAN	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	MILLAT FAN	
		iii	ROYAL FAN	
9	Building Management & Control System	i	JOHNSON CONTROLS	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	SCHNEIDER (T.A.C.)	
		iii	TRANE	
		iv	HONEYWELL	

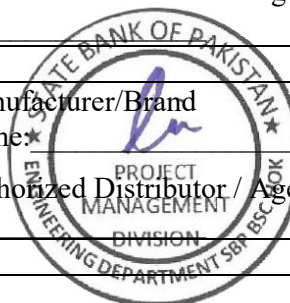
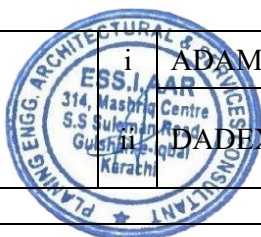
Construction of SBP New Office Building at Gujranwala

		v	SIEMENS	
10	Expansion Tank, Air Separators	i	TACO	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	IME	
		iii	STEAM MASTER	
11	Automatic Chemical Feed System For Condenser Water System	i	LMI MILTON ROY	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	FWT	
12	Bypass Chemical Feed System For Chilled Water System	i	IME	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	ORIENT ENGG. SERVICE	
13	Electric Steam Humidifiers	i	CAREL	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	DEVATAC	
		iii	SPIRAX SARCO	
		iv	DRI-STEEM	
14	Door Air Curtain	i	CASALS	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	SYSTEM AIR	
		iii	ACSON	
15	Seamless Pipe For Chilled Water System	i	HUFFAZ PIPES	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	NIPPON	
		iii	LONTRIN	
16	Water Valves & Piping Specialites	i	HATTERSLEY	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	KITZ	
		iii	TOZEN	
		iv	VIR	
17	Instrument & Gauges	i	WATTS	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	BRANNAN	
		iii	TRERICE	
		iv	WEKSLER	
18	Flexible Round Joints For Pumps & Equipment	i	PROCO	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	SCON	
		iii	KITZ	



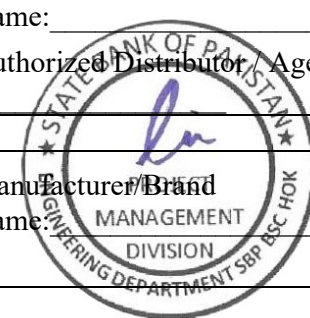
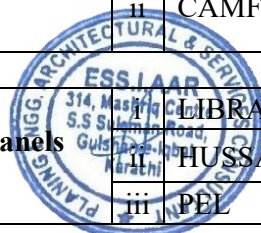
Construction of SBP New Office Building at Gujranwala

19	Canvas Cloth	i	PAKISTAN FIBRES	Manufacturer/Brand Name: _____
		ii	DURODINE DUCT CONNECTOR	Authorized Distributor / Agent in Pakistan: _____
20	Air Inlets & Outlets	i	THERMEC	Manufacturer/Brand Name: _____
		ii	SHAN INDUSTRIES	Authorized Distributor / Agent in Pakistan: _____
		iii	STEEL CRAFT	_____
		iv	EAP	_____
21	Fire Dampers, Volume Dampers	i	THERMEC	Manufacturer/Brand Name: _____
		ii	EAP	Authorized Distributor / Agent in Pakistan: _____
22	Condensate Drain G.I. Piping	i	(I.I.L) INTERNATIONAL INDUSTRIES LIMITED	Manufacturer/Brand Name: _____
		ii	JAMAL PIPES	Authorized Distributor / Agent in Pakistan: _____
23	CONDENSATE DRAIN Upvc/ PPR PIPING	i	PAK ARAB	Manufacturer/Brand Name: _____
		ii	DADEX ETERNIT	_____
		iii	IIL	Authorized Distributor / Agent in Pakistan: _____
24	Fibreglass Piping Insulation, Duct Insulation & Acoustic Lining	i	OWENS CORNING	Manufacturer/Brand Name: _____
		ii	AFICO	_____
		iii	KIMMCO	Authorized Distributor / Agent in Pakistan: _____
		iv	AEROFOAM	_____
25	Refrigerant Piping	i	MUELLAR	Manufacturer/Brand Name: _____
26	Dura Duct	i	ADAMJEE	Manufacturer/Brand Name: _____
		ii	DADEX	Authorized Distributor / Agent in Pakistan: _____



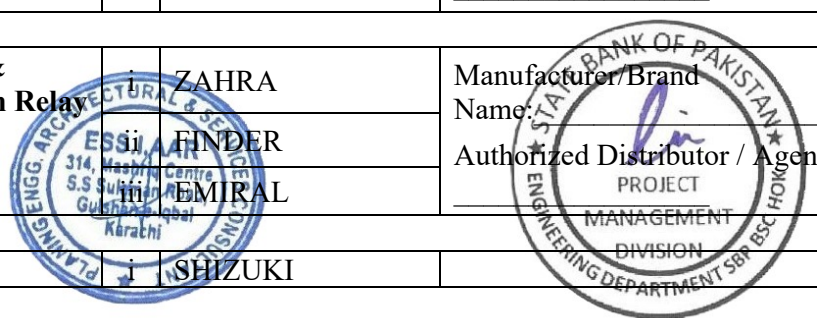
Construction of SBP New Office Building at Gujranwala

27	Insulation For Condensate Drain & Refrigerant Piping	i	AEROFLEX	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	SUPERLON	
		iii	AEROFOAM	
28	Automatic Air Vents, Safety & Relief Valves	i	TACO	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	HATTERSLEY	
		iii	VENN/ YOSHITAKE	
		iv	TOZEN	
29	Chemicals For Chilled Water	i	SOLEMIS	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	WATER BIRD	
		iii	DREW	
		iv	CWG	
		v	HOUSEMAN	
		vi	MAXON	
		vii	BURMAH TECHNICAL SERVICES INC.	
30	Duct Piping & Conduiting Support System, Fixing Bolts	i	HILTI	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	FISHER	
		iii	SIKLA	
31	Flexible Round Duct	i	ATCO	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	SUPERLON	
		iii	FLEXIVA	
		iv	DUCTMATE	
32	G.I/ S.S/ Ai. / Metal Sheet	i	PAKISTAN STEEL	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	I.S.L (INTERNATIONAL STEELS LIMITED)	
33	Air Filters	i	AAF	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	CAMFIL	
34	Electrical Control Panels	i	LIBRA	Manufacturer/Brand Name: _____
		ii	HUSSAIN & CO.	
		iii	PEL	



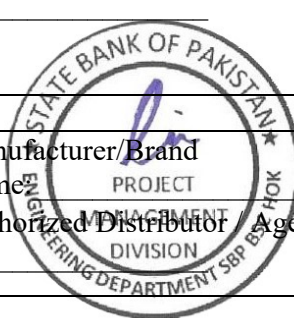
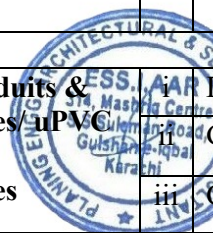
Construction of SBP New Office Building at Gujranwala

		iv	BILAL SWITCHGEAR	Authorized Distributor / Agent in Pakistan:
35	Electrical Cables	i	PAKISTAN CABLES	Manufacturer/Brand Name: _____
		ii	NEWAGE CABLES	
		iii	FAST CABLES	Authorized Distributor / Agent in Pakistan: _____
		iv	COPPERGAT	
36	Air Circuit Breakers (A.C.B.)/ Molded Case Circuit Breakers (M.C.C.B.)/ Miniature Circuit Breakers (M.C.B.)	i	SIEMENS	Manufacturer/Brand Name: _____
		ii	SCHNEIDER ELECTRIC	
		iii	A.B.B.	Authorized Distributor / Agent in Pakistan: _____
		iv	TERASAKI	
37	Air Break Magnetic Contactors	i	SCHNEIDER ELECTRIC	Manufacturer/Brand Name: _____
		ii	TOGAMI	
		iii	FUJI	Authorized Distributor / Agent in Pakistan: _____
38	Voltmeter/ Ammeter	i	REVALCO	Manufacturer/Brand Name: _____
		ii	PANTACE	
		iii	SACI	Authorized Distributor / Agent in Pakistan: _____
39	C.T. (Current Transformer)	i	REVALCO	Manufacturer/Brand Name: _____
		ii	FICO	
		iii	CIRCUTOR	Authorized Distributor / Agent in Pakistan: _____
40	Auto-OFF- Manual Selector Switches/ A.S.S./ V.S.S	i	BRETER	Manufacturer/Brand Name: _____
		ii	KRAUS & NAIMER	
		iii	BREMAS	Authorized Distributor / Agent in Pakistan: _____
41	Control & Protection Relay	i	ZAHRA	Manufacturer/Brand Name: _____
		ii	FINDER	
		iii	EMIRAL	Authorized Distributor / Agent in Pakistan: _____
42		i	SHIZUKI	



Construction of SBP New Office Building at Gujranwala

	P.F.I. (Power Factor Improvement) Capacitors	ii	NOKIAN	Manufacturer/Brand Name: _____
		iii	AMBER	Authorized Distributor / Agent in Pakistan: _____
43	Power Factor Controller	i	NOKIAN	Manufacturer/Brand Name: _____
		ii	LOVATO	Authorized Distributor / Agent in Pakistan: _____
		iii	CIRCUTOR	
44	H.R.C (High Repturing Capacity) Fuses	i	DF ELECTRIC	Manufacturer/Brand Name: _____
		ii	KALE PORSELEN	Authorized Distributor / Agent in Pakistan: _____
		iii	E.T.I.	
45	Indication Lights/ On/ Off Push Buttons/ Lockable Mushroom Switches	i	SCHNEIDER ELECTRIC	Manufacturer/Brand Name: _____
		ii	MARUYASU	Authorized Distributor / Agent in Pakistan: _____
		iii	LOVATO	
46	Automatic Time Switches	i	PANASONIC	Manufacturer/Brand Name: _____
		ii	FUJI	Authorized Distributor / Agent in Pakistan: _____
47	Surge Arrestors	i	DEHN	Manufacturer/Brand Name: _____
		ii	SCHNEIDER ELECTRIC	Authorized Distributor / Agent in Pakistan: _____
48	Light Control Switches/ Fan Dimmers/ Switch Socket Outlets/ Spur Outlets	i	CLIPSAL (SCHNEIDER ELECTRIC)	Manufacturer/Brand Name: _____
		ii	M.K.	Authorized Distributor / Agent in Pakistan: _____
49	Back Boxes/ Fan Hook	i	HUSSAIN & CO.	Manufacturer/Brand Name: _____
		ii	JEI	Authorized Distributor / Agent in Pakistan: _____
		iii	Clipsal	
		iv	Ezzi Engineering	
50	PVC Conduits & Accessories/ PVC Pipes & Accessories	i	DADEX	Manufacturer/Brand Name: _____
		ii	GALCO	Authorized Distributor / Agent in Pakistan: _____
		iii	CIVIC	

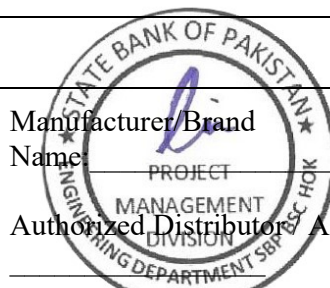
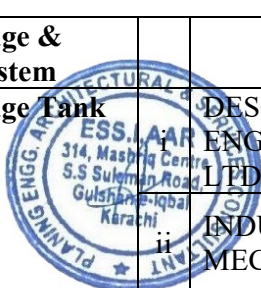


Construction of SBP New Office Building at Gujranwala

51	Medium Duty G.I. Conduits & Accessories	i	(I.I.L) INTERNATIONAL INDUSTRIES LIMITED	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	STEELEX	
52	Plate Type Earth Electrodes/ Earth Connecting Points	i	FURSE	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	ERICO	
53	G.I. Perforated Cable Tray/ G.I. Cable Ladder/ G.I. Solid Bottom Cable Trunking	i	EZZI ENGINEERING	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	J.E.I.	
54	Aluminum Tape	i	ABRO	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	3M Scotch	
55	Hot Water Heater	i	BLOWTHERM	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	ALFA	
		iii	DDFC	
		iv	IME	
56	Pressure Gauge, Thermometer	i	WEISS	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	TERICE	
		iii	WEKSLER	
57	Air Cushion	i	ITT Bell	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	Gossette	
		iii	TACO	
57	Sound Attenuators	i	BIOSSOL	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	SEAGULL	
		iii	ENGHATECH	

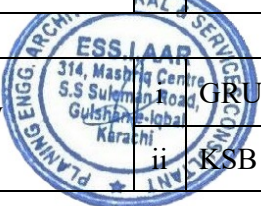
Construction of SBP New Office Building at Gujranwala

59	Under Raised Floor Duct/ Floor Outlet Boxes	i	M.K.	Manufacturer/Brand Name: _____
		ii	CLIPSAL (SCHNEIDER ELECTRIC)	Authorized Distributor / Agent in Pakistan: _____
D LIFT WORKS				
1	Lifts	i	mitsubishi	Manufacturer/Brand Name: _____
		ii	OTIS	
		iii	SCHINDLER	Authorized Distributor / Agent in Pakistan: _____
E MECHANICAL WORKS				
1	Natural Gas Piping System			
a	G.I. Pipes	i	IIL	Manufacturer/Brand Name: _____
		ii	JAMAL PIPES	Authorized Distributor / Agent in Pakistan: _____
b	Seamless Pipes	i	HUFFAZ SEAMLESS PIPES	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
c	Pipe Fittings	i	NEFIT	Manufacturer/Brand Name: _____
		ii	CRANE	
		iii	PROTEK	Authorized Distributor / Agent in Pakistan: _____
d	Valves	i	PROTEK	Manufacturer/Brand Name: _____
		ii	KITZ	
		iii	SCON	Authorized Distributor / Agent in Pakistan: _____
2	Fuel Storage & Supply System			
a	Fuel Storage Tank	i	DESCON ENGINEERING LPD.	Manufacturer/Brand Name: _____
		ii	INDUSTRIAL & MECHANICAL	Authorized Distributor / Agent in Pakistan: _____



Construction of SBP New Office Building at Gujranwala

			ENGINEERS (PVT.) LTD.	
		iii	SEAGULL ENGINEERING	
		iv	WELDERS INTERNATIONAL	
		v	IKAN ENGINEERING SERVICES	
b	Fuel Pumps	i	ROPER	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	VICTOR	
		iii	GESPASA	
		iv	VIKING	
c	Controls & Equipment	i	SIEMENS	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	HONEYWELL	
3	Industrial Coatings	i	JOTUN PAINTS	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	ICI PAINTS	
		iii	BERGER PAINTS	
		iv	NIPPON PAINTS	
E	PLUMBING WORKS			
1	UPVC PIPE SWV & FITTINGS	i	DADEX	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	PALLING	
		iii	MARLEY	
2	UPVC PIPE SWV & FITTINGS (SOUND PROOF)	i	WAVIN	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	PALLING	
		iii	MARLEY	
3	Pumping Machinery	i	GRUNDFOS	Manufacturer/Brand Name: _____
		ii	KSB PUMPS	



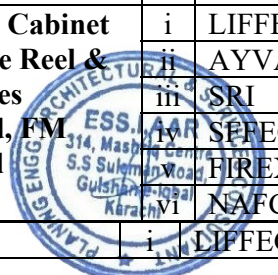
Construction of SBP New Office Building at Gujranwala

		iv	DAB	Authorized Distributor / Agent in Pakistan:
4	Pumping Machinery (Grinder Type Sewage Pump)	i	GRUNDFOS	Manufacturer/Brand Name: _____
		ii	KSB PUMPS	Authorized Distributor / Agent in Pakistan:
5	PPRC Pipes & Fittings	i	DADEX	Manufacturer/Brand Name: _____
		ii	BETA PIPES	Authorized Distributor / Agent in Pakistan:
		iii	IIL	
6	Pipe Hanging System	i	SIKLA	Manufacturer/Brand Name: _____
		ii	FISCHER	Authorized Distributor / Agent in Pakistan:
		iii	HILTI	
7	G.I Pipes	i	BASHIR PIPES	Manufacturer/Brand Name: _____
		ii	IIL	Authorized Distributor / Agent in Pakistan:
		iii	JAMAL PIPE INDUSTRIES	
8	G.I Fittings	i	H.E.	Manufacturer/Brand Name: _____
		ii	T.G.	Authorized Distributor / Agent in Pakistan:
9	MS Pipe & Fittings	i	BASHIR PIPES	Manufacturer/Brand Name: _____
		ii	JAMAL PIPE INDUSTRIES	Authorized Distributor / Agent in Pakistan:
10	HDPE Pipe	i	DADEX	Manufacturer/Brand Name: _____
		ii	BETA PIPES	Authorized Distributor / Agent in Pakistan:
		iii	IIL PVT. LTD.	
11	Sanitary Fixtures & Accessories	i	PORTA	Manufacturer/Brand Name: _____
		ii	ICL	Authorized Distributor / Agent in Pakistan:
		iii	MARACHI	



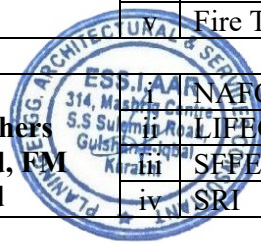
Construction of SBP New Office Building at Gujranwala

12	Kitchen Sink	i	ATLAS	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	RASHID INDUSTRIES	
13	Sanitary Fitting	i	FAISAL	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	SONEX	
		iii	PORTA	
14	Fire Suppression System	i	SFFECO	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	NAFFCO	
		iii	VIKING	
15	Valves	i	KITZ	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	ITAP	
		iii	HONEYWELL	
16	Electric Water Heater (Instant)	i	ARISTON	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	CENTON	
17	Gas Water Heater	i	CORONA	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	Nasgas	
18	Fire Pump Set (Electric Motor + Pump Set) (Diesel Engine + Pump Set) (Jockey Pump Set) (As Per NFPA-20) UL Listed, FM Approved	i	ARMSTRONG	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	AURORA	
		iii	PATTERSON	
		iv	PEERLESS PUMPS	
		v	XYLEM AC FIRE PUMP	
		vi	LIFFECO	
19	Fire Hose Cabinet With Hose Reel & Accessories UL Listed, FM Approved	i	LIFFECO	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	AYVAZ	
		iii	SRI	
		iv	SFFECO	
		v	FIREX	
		vi	NAFFCO	
20		i	LIFFECO	



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	Automatic Sprinkler System UL Listed, FM Approved	ii	ARGCO	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		iii	TYCO	
		iv	SFFECO	
		v	VIKING	
		vi	SRI	
21	Fire Hydrant With Hose & Accessories UL Listed, FM Approved	i	LIFFECO	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	AYVAZ	
		iii	TYCO	
		iv	SFFECO	
		v	VIKING	
		vi	SRI	
22	Pressure Reducing Valve Pressure Relief Valve Back Flow Preventer Suction Control Valves UL Listed, FM Approved	i	CLA-VAL	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	BERMAD	
		iii	WILKINS	
		iv	WATTS	
		v	LIFECO	
23	Test & Drain Valve UL Listed, FM Approved	i	AGF MANUFACTURING INC	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	LIFECO	
24	Zone Check Valve Alarm Check Valve Wet Alarm Valve UL Listed, FM Approved	i	CLA-VAL	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	LIFECO	
25	Clean Agent Suppression System UL Listed, FM Approved	i	VIKING	Manufacturer/Brand Name: _____ Authorized Distributor / Agent in Pakistan: _____
		ii	TYCO FIRE PROTECTION	
		iii	MARINETTE	
		iv	WISCONSIN	
			Fire Trace	
26	Fire Extinguishers UL Listed, FM Approved	i	NAFCO	Manufacturer/Brand Name: _____
		ii	LIFECO	
		iii	SFFECO	
		iv	SRI	



Construction of SBP New Office Building at Gujranwala

		v	BRISTOL	Authorized Distributor / Agent in Pakistan: _____
27	FIRE VALVES UL Listed, FM Approved	i	AVK	Manufacturer/Brand Name: _____
		ii	NIBCO	
		iii	AYVAZ	Authorized Distributor / Agent in Pakistan: _____
		iv	MECH	
		v	SFFECO	
F	IMPORTED VAULT DOOR (VD)	i.	Gunnebo Markersdorf GmbH	Manufacturer/Brand Name: _____
		ii.	Essener Geldschrankfabrik GmbH & co. KG G	
		iii.	Godrej & Boyce Mfg. Co. Ltd	Authorized Distributor / Agent in Pakistan/UAE: _____
G	LOCAL VAULT DOOR (LVD)		BABER STEEL EQUIPMENT	Manufacturer/Brand Name: _____
		ii.	HUSSAIN SAFE ENGINEERING (PVT.) LTD.	
		iii	MULLA EBRAHIMJI KARIMBHOY (MEK)	Authorized Distributor / Agent in Pakistan: _____

Authorized Signature and official Seal: _____

Name: _____

Date: _____



SECTION V: WORKS REQUIREMENT, TECHNICAL SPECIFICATIONS, DRAWINGS, SUPPLEMENTARY INFORMATION AND BILL OF QUANTITIES



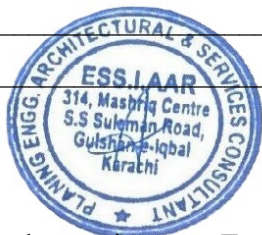
Section V: Works requirement, Technical Specifications, Drawings, Supplementary Information and Bill of Quantities

Scope of Works
(Describe Scope of Work)

Authorized Signature and official Seal: _____

Name: _____

Date: _____



Section V: Works requirement, Technical Specifications,
Drawings, Supplementary Information and Bill of Quantities

Technical Specifications
(to be signed by the Bidder)
(Separately attached as Volume- IIA, IIB and IIC)

Authorized Signature and official Seal: _____

Name: _____

Date: _____



Section V: Works requirement, Technical Specifications,
Drawings, Supplementary Information and Bill of Quantities

Drawings
(to be signed by the Bidder)
(Separately attached as Volume- III)

Authorized Signature and official Seal: _____

Name: _____

Date: _____



Section V: Works requirement, Technical Specifications,
Drawings, Supplementary Information and Bill of Quantities

Supplementary Information

(Insert any other supplement information related to the procurement of works)

Authorized Signature and official Seal: _____

Name: _____

Date: _____



Section V: Works requirement, Technical Specifications,
Drawings, Supplementary Information and Bill of Quantities

Bill of Quantities
(to be filled and signed by
the Bidder)
(Separately attached as Volume IV)

Authorized Signature and official Seal: _____

Name: _____

Date: _____



Section V: Works requirement, Technical Specifications,
Drawings, Supplementary Information and Bill of Quantities

Technical Proposal

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**



Section V: Works requirement, Technical Specifications, Drawings, Supplementary Information and Bill of Quantities

Site Organization



Section V: Works requirement, Technical Specifications,
Drawings, Supplementary Information and Bill of Quantities

Method Statement

(to be filled and signed by the Bidder)

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization, the type of facilities, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

Authorized Signature and official Seal: _____

Name: _____

Date: _____



Section V: Works requirement, Technical Specifications, Drawings, Supplementary Information and Bill of Quantities

Mobilization Schedule

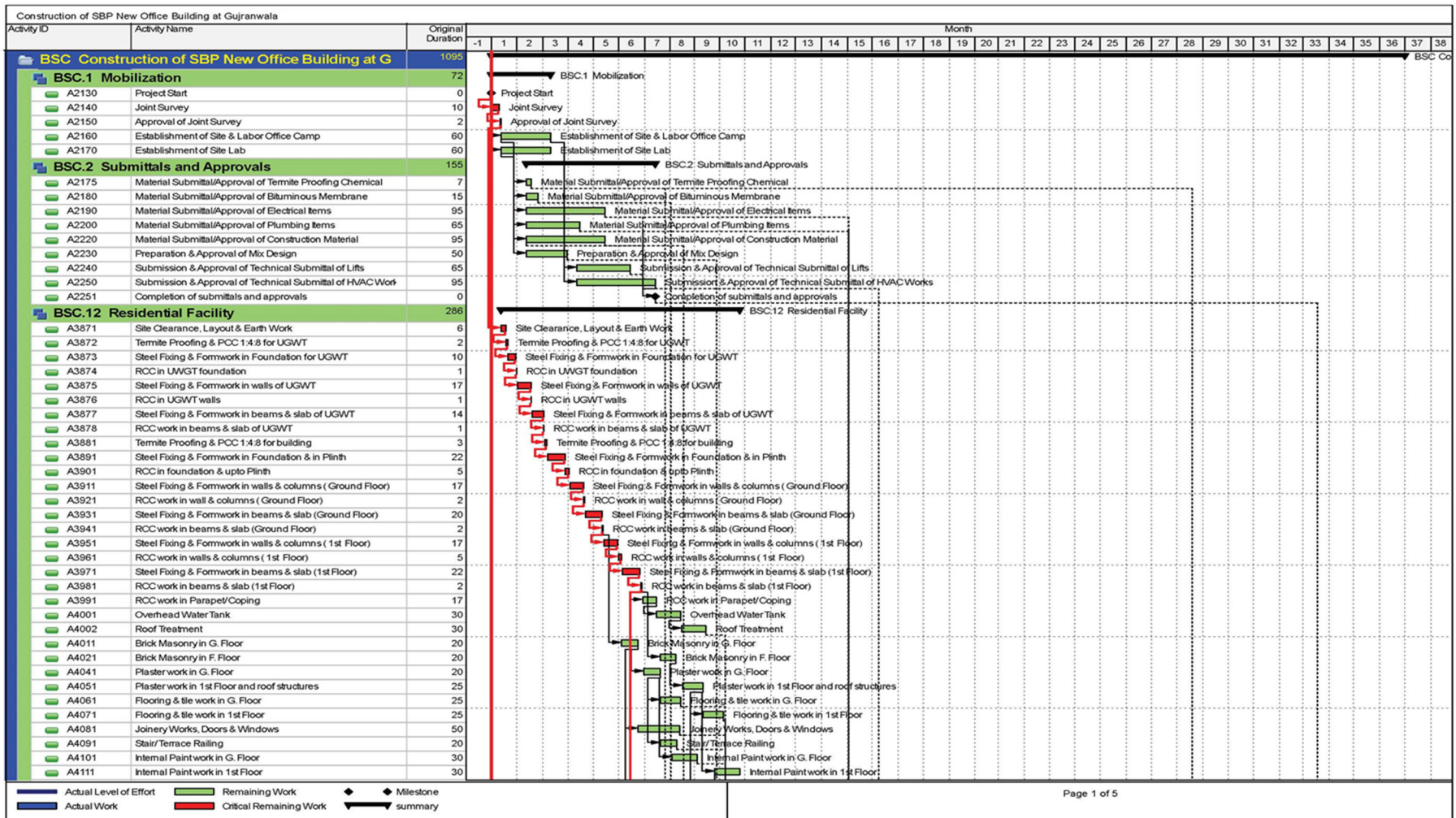
In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent.



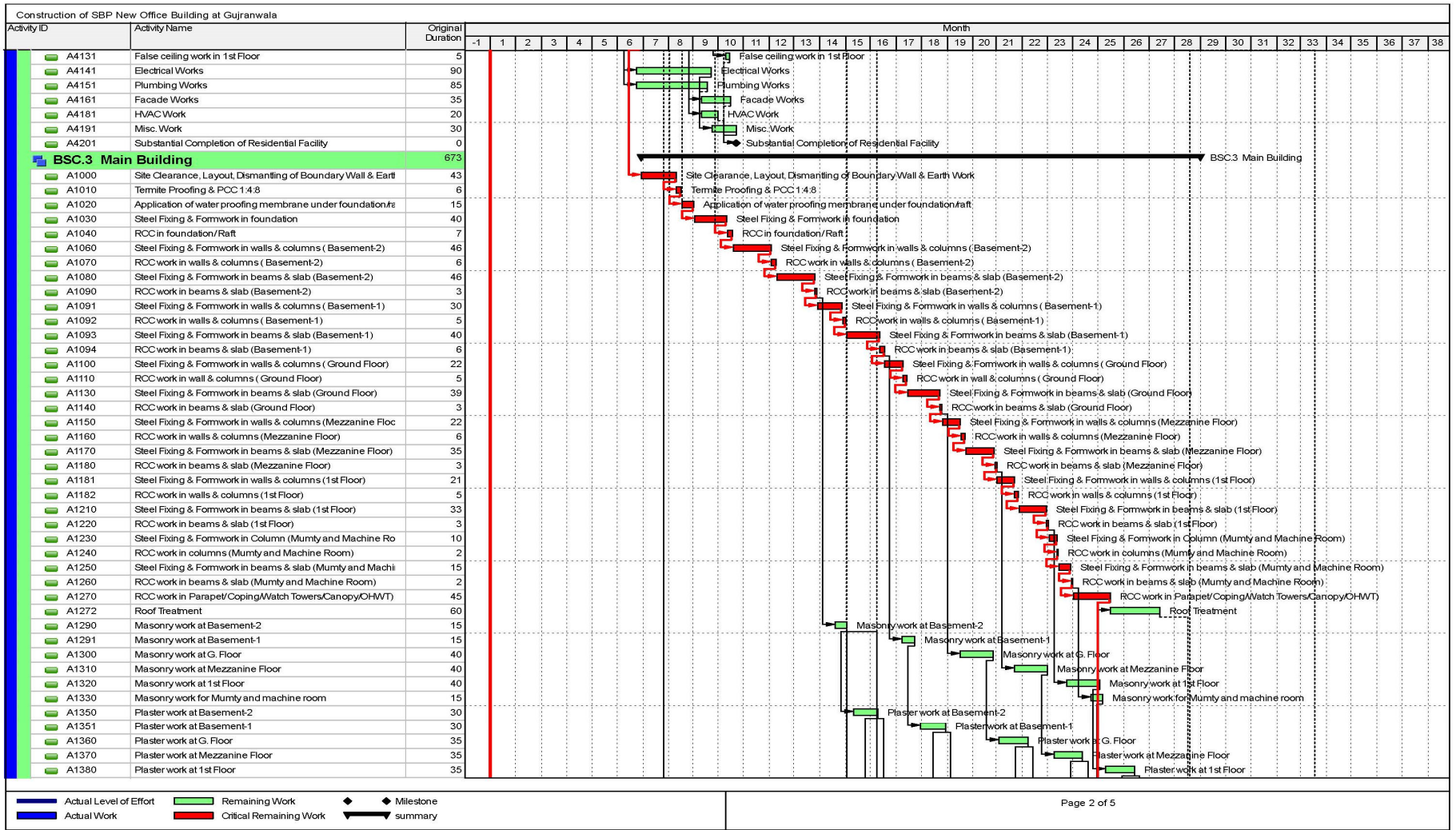
Construction of SBP New Office Building at Gujranwala



Construction Schedule

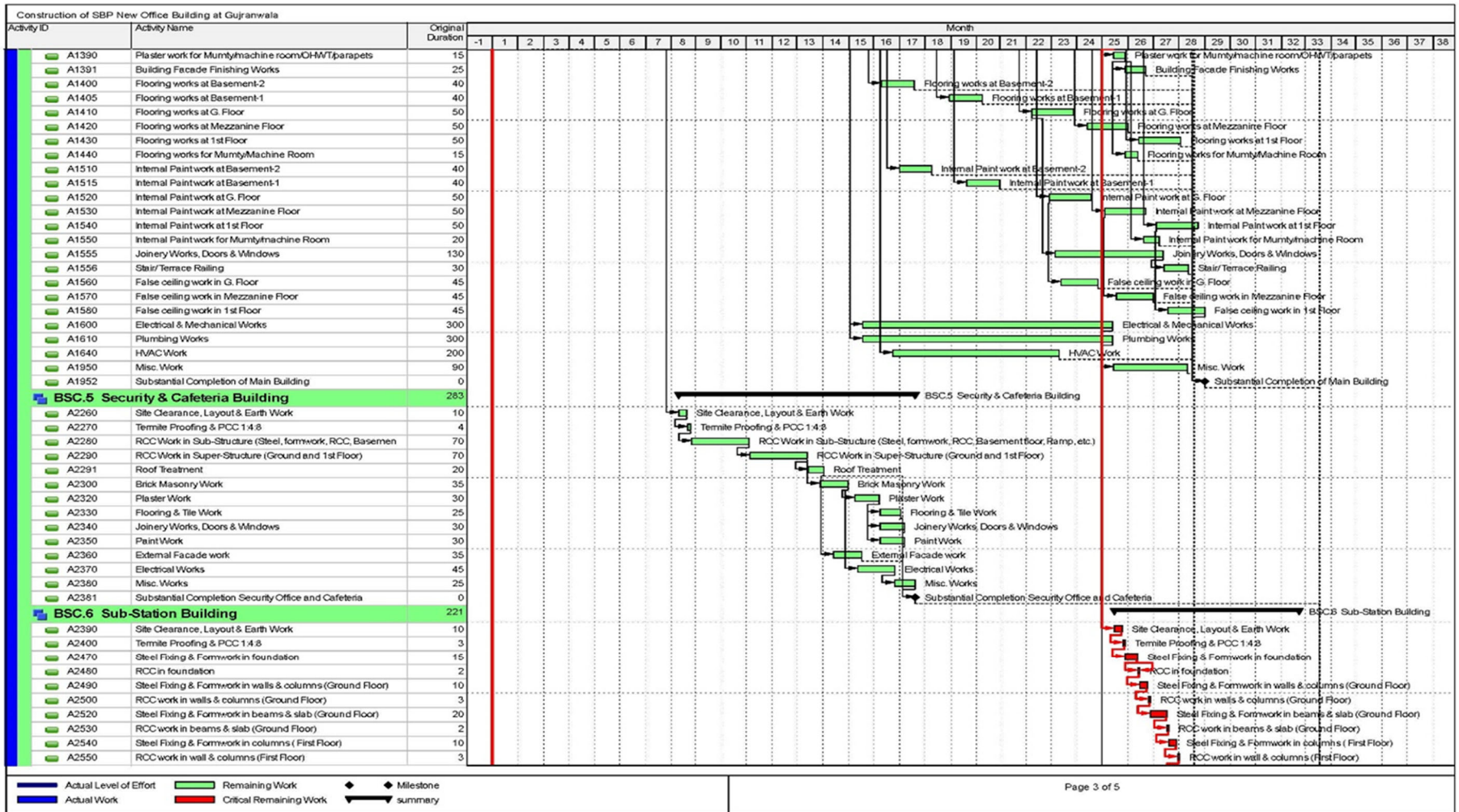


Construction of SBP New Office Building at Gujranwala



■ Actual Level of Effort ■ Remaining Work ◆ Milestone
■ Actual Work ■ Critical Remaining Work ← summary

Construction of SBP New Office Building at Gujranwala



SECTION VI: STANDARD BIDDING FORMS



Letter of Bid – Technical Proposal

Note: All italicized text in black font is to help Bidders in preparing this form

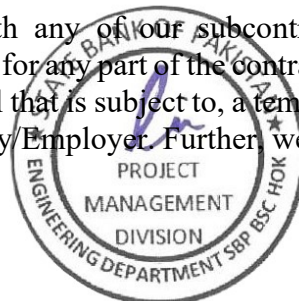
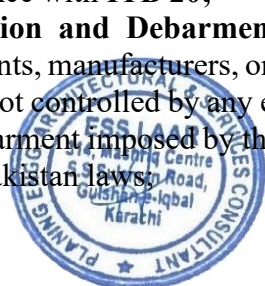
Date of this Bid submission: [_____]
insert date (as day, month and year) of Bid submission

RFB No.: [_____]
insert number of Bidding process

To:
Director/Head
Engineering Department
1st floor SBP Bolton Market Building
State Bank of Pakistan SBP, BSC
M.A. Jinnah Road, Karachi

We, the undersigned Bidder, hereby submit the first part of our Bid, the Technical Proposal
In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (**ITB 9**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring agency/Employer based on execution of a Bid Securing Declaration or Bid Securing Declaration in the Procuring agency/Employer's country in accordance with **ITB 3**;
- (d) **Conformity:** We offer to execute works in conformity with the bidding document and in accordance with the works requirements: [*“Construction of SBP New Office Building at Gujranwala”*];
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 20**;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring agency/Employer. Further, we are not ineligible under Pakistan laws;



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- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution];*
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: [_____]

insert complete name of Bidder

Country of Origin of the Bidder: [_____]

insert country of origin, in case of JV country of origin of lead member

Name of the person duly authorized to sign the Bid on behalf of the Bidder: * [_____]

]

insert complete name of person duly authorized to sign the Bid

Title of the person signing the Bid: [_____]

insert complete title of the person signing the Bid

Signature of the person named above: [_____]

insert signature of person whose name and capacity are shown above

Date signed [_____] **day of** [_____], [_____]

insert date of signing

[insert month]

[insert year]

*: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



Personnel



**FORM OF BID SECURITY
(BANK / INSURANCE
GUARANTEE / BOND)**

Security Executed on (Date): _____

Name of Surety with Address: _____
(Scheduled Bank in Pakistan or AA Rated
Insurance Company by PACRA/VIS)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No: _____

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

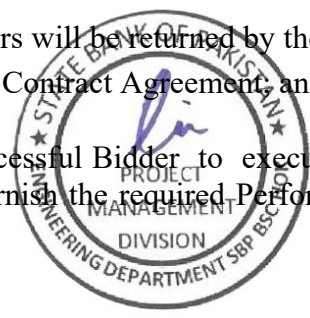
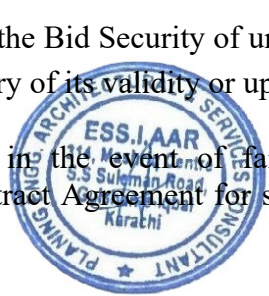
(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for _____ to the said Employer; and

(Particulars of Bid)

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

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



Construction of SBP New Office Building at Gujranwala

the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

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

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

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

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

SURETY (Bank)

WITNESS:

1. _____

 Name, CNIC No. Title & Address

2. _____

 Name, CNIC No. Title & Address



Signature _____
 Name _____
 Title _____
 Stamp/Seal: _____



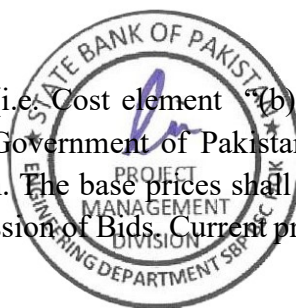
**PRICE ADJUSTMENT UNDER CLAUSE 13.7
OF CONDITIONS OF CONTRACT**

The source of prices and the weightages for use in the adjustment formula under Clause 13.7 shall be as follows:

Cost Element	Description	Weightages	Applicable Price
(i)	(ii)	(iii)	(iv)
A	Fixed Portion	0.63	
b.	Labour 'Un skilled Labor Wage Rate' shall be taken as representative of all kind of Labour.	0.14	Rate will be based on Statistical Bulletins as given in the Bulletins published by Federal Bureau of Statistics (FBS) Government of Pakistan.
c.	High Speed Diesel(HSD) 'Hi-Speed Diesel' rate shall be taken as representative of all kind of fuel used for Cartage	0.04	As announced by Pakistan State Oil (PSO).
d.	Cement 'Cement (Local) 50 kg Bag' rate shall be taken as representative of all kind of Cement.	0.05	Rate will be based on Statistical Bulletins as given in the Bulletins published by Federal Bureau of Statistics (FBS) Government of Pakistan.
e.	Steel 'Iron bars (M.S. BAR) ½" 40 Grade rate' shall be taken as representative of all kind of Steel.	0.14	Rate will be based on Statistical Bulletins as given in the Bulletins published by Federal Bureau of Statistics (FBS) Government of Pakistan.
	Total	1.000	

Notes:

- Prices of Labour, Cement and Steel (i.e. Cost element “(b)”, “(d)” and “(e)” respectively) shall be taken from the Government of Pakistan, Federal Bureau of Statistics Monthly Statistical Bulletin. The base prices shall be those applying 28 days prior to the latest day for submission of Bids. Current prices shall be those



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applying 28 days prior to the start of the execution month to which a particular monthly statement is related.

- 2) Prices for High Speed Diesel (i.e. Cost element “(c)”) shall be taken from the Pakistan State Oil (PSO). The base prices shall be those applying 28 days prior to the latest day for submission of Bids. Current prices shall be those applying 28 days prior to the start of the execution month to which a particular monthly statement is related.
- 3) If the Statistical Bulletin of the aforesaid month is not available at the time of Bid opening, then the Base Prices of Specified Materials will be submitted by the Contractor at the time of their availability and shall be recommended by the Engineer and will be fixed as Base Prices for Specified Materials for Price Adjustment.
- 4) Any fluctuation in the prices of materials other than those given above shall not be subject to adjustment of the Contract Price and shall be deemed to be included in the rates and prices
- 5) No price adjustment will be provided on following:
 - a. Imported Items of BOQ (MEP) whereupon effect of foreign exchange currency variations is provided under the Contract
 - b. BOQ for Operation & Maintenance Services
 - c. BOQ for Essential Spare Parts
- 6) Except labour and POL, if any other adjustable item(s) is not used in a particular billing period then the ratio of the current date price and base date price for that particular adjustable item(s) shall be considered as one subject to any amendments from time to time.
- 7) The prices for the cost elements of “(b)”, “(d)” and “(e)” shall be used for the City where the Site is located. In- case the Site is not listed in the monthly statistical Bulletin, the prices for the nearest City listed in the Bulletin shall be used.
- 8) The prices of materials provided in this are for the purpose of price adjustment only. The Contractor shall base his rates entered in the Bill of Quantities on current market prices.

Authorized Signature and official Seal: _____

Name: _____

Date: _____



SECTION VII. GENERAL CONDITIONS (GC)

Red Book:

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

Three (03 Nos) copies in original of the above FIDIC publication i.e. “*Conditions of Contract for Building and Engineering Works Designed by the Employer*” must be obtained from FIDIC by the successful Bidder after award of work for incorporation of the same in the Contract Documents of the Work.

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: fidic@fidic.org

www.fidic.org

FIDIC code: ISBN13: 978-2-88432-084-9



SECTION IX. SPECIAL CONDITIONS OF THE CONTRACT



Special Conditions of the Contract

The Special Conditions of Contract (SCC) complement the General Conditions of Contract (GCC) to specify data and contractual requirements of the Procuring agency/Employer/ Employer, the engineer, the sector, the overall project, and the works. In the event of a conflict, the provisions herein shall prevail over those in the GCC.

Part A – Contract Data

Contract data of the SCC, includes data to complement the GCC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
General Provision (GCC 1)		
1.	1.3	<p>For notices</p> <p>Procuring agency/Employer/ Engineer’s Authorized representatives name and address:</p> <p>Employer:</p> <p>Director/Head Engineering Department, State Bank of Pakistan BSC, Head Office Karachi and shall mean to include the legal successors and any assignee of such person.</p> <p>The Engineer:</p> <p>M/s ESSIAAR (Pvt.) Ltd</p>
2.	1.4	<p>Governing Law;</p> <p>The Applicable Law shall be: Laws of the Islamic Republic of Pakistan</p>
3.	1.4	<p>Communication Language:</p> <p>The Communication Language shall be: English.</p>
The Employer/ Procuring agency/Employer (GCC Clause 2)		
5.	2.1	<p>Time for access to the Site:</p> <p>14 days after Commencement Date</p>
The Engineer (GCC Clause 3)		
6.	3.2 (e)	<p>Engineer’s Duties and Authority:</p> <p>Variations resulting in an increase of the Accepted Contract Amount in excess of 01% shall require approval of the Procuring agency/Employer.</p>
The Contractor (GCC Clause 4)		
7.	4.2	<p>The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. The Performance Security will be furnished as below.</p>

Construction of SBP New Office Building at Gujranwala

		(a) Seventy-five (75%) of said Performance Security is required to be submitted in the shape of insurance guarantee/bond from an insurance company having at least AA rating from PACRA/VIS. (b) Balance twenty five percent (25%) of said Performance Security is required to be submitted in the shape of Pay order/ Demand Draft/ Deposit at call /Bank Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.
8.	4.7.2(a)	Clause 4.7 Setting out Twenty Eight (28) days
9.	4.19	Delete the content and replace with following; The Contractor shall be responsible for the provision of all temporary utilities, including electricity, gas, telecommunications, water and any other services the Contractor may require for the execution of the Works. No additional cost shall be paid to the Contractor in this regard
Sub-Contracting (GCC Clause 5)		
10.	5.1(a)	Up to five percent (5%)
11.	5.1 (b)	Works for which sub-contracting is not permitted [Civil Works]
Staff and Labour (GCC Clause 6)		
12.	6.5	<i>as per labour laws</i>
Commencement, Delays and Suspension (GCC Clause 8)		
13.	8.3	three paper copy, one electronic copy and additional paper copies (if any)
14.	8.8 & 14.15(b)	0.05% of the Accepted Contract Amount for delay incompletion of whole of the Works. <i>The maximum amount of delay damages should not exceed 10% of the contract price</i>
Completion of Outstanding Work and Remedying Defects (GCC Clause 11)		
15.	11.1	Defects Notification Period : 546 days from effective date of Taking Over Certificate
Variations and Adjustments (GCC Clause 13)		
16.	13.7	Adjustments for Changes in Cost: The Contract Price shall be adjustable during Contract Execution.
Contract Price and Payment (GCC Clause 14)		
17.	14.2	Up to Fifteen percent (15%) of the Accepted Contract Amount excluding Provisional Sums & the cost of Operation and Maintenance payable in the currencies and proportions in which the Accepted Contract Amount is payable
18.	14.2.3	Repayment of Advance payment: 20% from each IPC
19.	14.3(iii)	Percentage of retention:

Construction of SBP New Office Building at Gujranwala

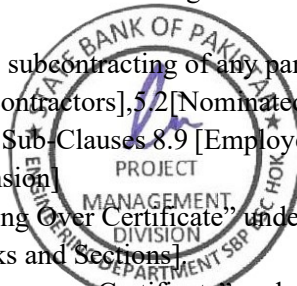
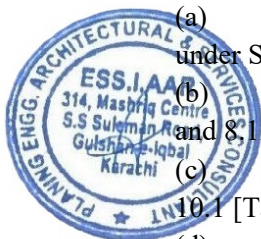
		10% Limit of Retention Money 05% of Accepted Contract Price
20.	14.7b (i)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment) 28 days
21.	14.7b (ii)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment) 60 days
22.	14.7(c)	Period for the Procuring agency/Employer to make final payment to the Contractor 60 days
23.	14.11.1(b)	Number of additional paper copies of draft Final Statement :06 copies and one in electronic form
24.	14.15	Currencies of Payment The Contract Price shall be paid in Pakistan Rupees only.
Insurance (GCC Clause 19)		
25.	19.1	permitted deductible limits: Nil
26.	19.1	Periods for submission of insurance: a) evidence of insurance b) relevant policies
		a) Not later than the Commencement Date b) Within twenty eight (28) day from the Commencement Date
27.	19.2.2	Any value the Contractor may deem prudent
28.	19.2.3(a)	If designed by the Contractor [Full replacement value of the Works]
29.	19.2.3(b)	If designed by the Contractor :[Yes]
30.	19.2.3	The Contractor shall maintain this insurance for the period until the date of issuance of Performance Certificate
31.	19.2.4	Rupees Five hundred thousand (Rs. 500,000) per occurrence with number of occurrences unlimited.



Particular Conditions

Part B - Special Provisions

- 1.1 Definitions** 1.1.76 “Specification” Following is added at the end:
“and consists of two parts i.e.,
i) “Part A - Specific Provisions”; and
ii) “Part B - Technical Provisions”.”
- 1.2 Interpretation** “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). Sub-paragraph (k) is added:
“(k) The word “tender” is synonymous with “bid” the word tenderer with “bidder”, the words “tender documents” with “bidding documents” and “Schedule of Prices” with “Bill of Quantities”, as applicable.”
- 1.5 Priority of Documents** The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:
(a) the Contract Agreement;
(b) the Letter of Acceptance;
(c) the Letter of Bid;
(d) the Special Conditions Part A - Contract Data;
(e) the Particular Conditions Part B - Special Provisions;
(f) the General Conditions;
(g) The completed Appendices to Bid at Section-V (A to N), (excluding Appendix-K to Bid);
(h) the completed Schedules to Bid including Bill of Quantities;
(i) the Drawings;
(j) the Specification Part A - Special Provisions;
(k) the Specification Part B - Technical Provisions;
(l) Operation and Maintenance Services;
(m) any other documents forming part of the Contract.
The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.
- 1.6 Contract Agreement** In the last line of the 1st paragraph the text “shall be borne by the Employer” is substituted by “shall be borne by the Contractor
- 2.2 Assistance** Delete the clause in its entirety.
- 3.1 The Engineer** In sub-paragraph (a) the text “as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “professional engineer”.
- 3.2 Engineer’s Duties and Authority** The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:
(a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [Subcontractors], 5.2 [Nominated Subcontractor]
(b) Any action under Sub-Clauses 8.9 [Employer’s Suspension] and 8.12 [Prolonged Suspension]
(c) Issuance of “Taking Over Certificate” under Sub-Clause 10.1 [Taking Over the Works and Sections]
(d) Issuing the “Performance Certificate” under Sub-Clause



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11.9 [Performance Certificate].

- (e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (f) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering].
- (g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money].
- (h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC].

Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer's Duties and Authority] of the General Conditions.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer. Following is added after the words "the Employer's consent is required" in 4th paragraph:

"stating that the Employer's consent has been obtained for that specified authority"

3.7 Agreement or Determination

3.7.5 Dissatisfaction with Engineer's determination

The contents of last paragraph of this clause are replaced as under;

In the event that a Party fails to comply with an agreement of the Parties under this Sub-Clause 3.7 or a final and binding determination of the Engineer, the other Party may, without prejudice to any other rights it may have, refer the failure itself directly to arbitration under Sub-Clause 21.8 [Arbitration].

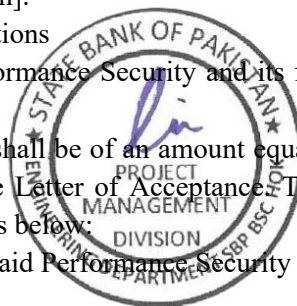
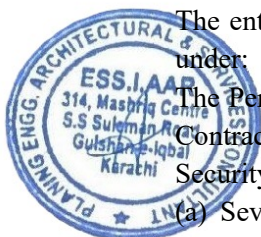
4.2 Performance Security

4.2.1 Contractor's Obligations

The entity issuing the Performance Security and its form shall be as under:

The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. The Performance Security will be furnished as below:

- (a) Seventy-five (75%) of said Performance Security is required to be



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submitted in the shape of insurance guarantee/bond from an insurance company having at least AA rating from PACRA/VIS.

- (b) Balance twenty five percent (25%) of said Performance Security is required to be submitted in the shape of Pay order/ Demand Draft/ Deposit at call /Bank Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan

Second paragraph of clause 4.2.1 is deleted and replaced with following:

“50% of Performance Security shall be released (provided in the shape of insurance guarantee bond) following issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of Conditions of Contract. Remaining performance security shall be released at the time of expiry of Defects Notification Period and subject to Contractor’s compliance with Sub-Clause 11.11 [Clearance of Site].

4.3 Contractor’s Representative

In second paragraph the text “professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “qualified, experienced”.

In 2nd line of 4th paragraph the text “or appoint a replacement” is substituted by “except appointment of a suitable temporary replacement is deployed at the Site”

4.4 Contractor’s Documents

4.4.2 As-Built Records

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

“The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works as built. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings.

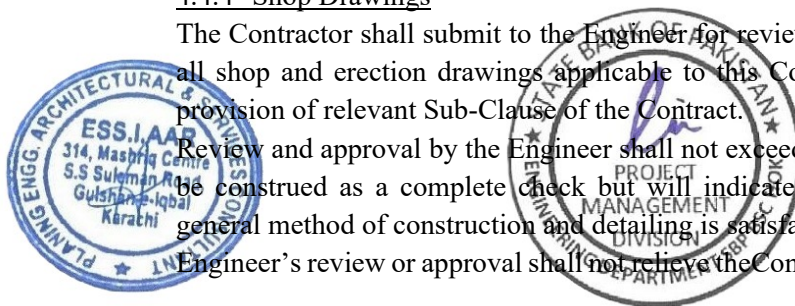
The price of such Drawings shall be deemed to be included in the Contract Price

Following Sub-Clause is added:

4.4.4 Shop Drawings

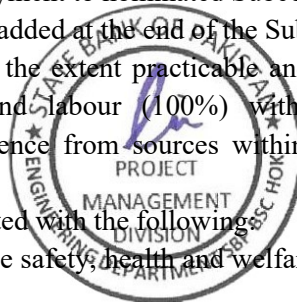
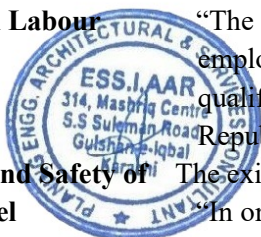
The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer’s review or approval shall not relieve the Contractor of any



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- of his responsibilities under the Contract.
- 4.8 Health and Safety Obligations** The following text is added at the end of this Sub-Clause:
In the event of work being carried out outside the normal working hours and in the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer.
- 4.20 Progress Reports** The words “one paper-original.”
in first paragraph is deleted and substituted with the “03 paper-original”
At the end of sub-paragraph (g) the word “and” is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with “;”, and the following new sub-paragraphs are added as:
(i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing;
(j) monthly summary of daily job record indicating weather conditions, deployment of Contractor’s Equipment, labour employment, local material procurement and material import, if any;
(k) salient contractual and project information
- 5.1 Subcontractors** Add the following text at the end of paragraph (ii):
“under Schedule to Bid”
The following is added at the end of the last paragraph of Sub- Clause 5.1:
“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub- Clause 15.2.3 [After Termination].
The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for subcontracts for the Works, and endeavour to employ such contractors as Subcontractors.”
- 5.2 Nominated Subcontractors** 5.2.2 Objection to Nomination
In sub-paragraph (c), “and” is deleted from the end of (i); “.” at the end of (ii) is replaced with: “, and”.
The following is then added as (iii):
“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [Payment to nominated Subcontractors].”
- 6.1 Engagement of Staff and Labour** The following paragraph is added at the end of the Sub-Clause:
“The Contractor shall, to the extent practicable and reasonable, employ staff (100%) and labour (100%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.”
- 6.7 Health and Safety of Personnel** The existing text is substituted with the following:
“In order to provide for the safety, health and welfare of persons,



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and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.”

6.8 Contractor’s Superintendence

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

"or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties"

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

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

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

6.12 Key Personnel

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

“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

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

6.14 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.

6.15 Supply of Water

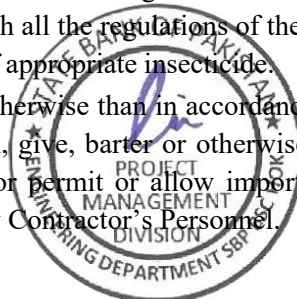
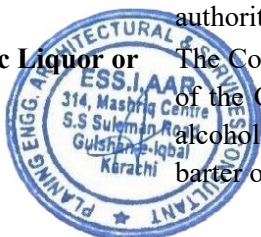
The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.

6.16 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.17 Alcoholic Liquor or Drugs

The Contractor shall not, other than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor’s Personnel.

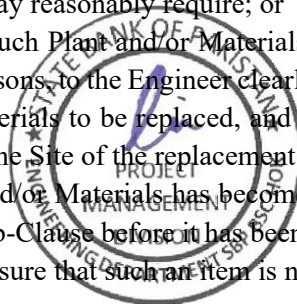
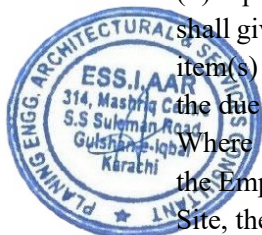


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- 6.18 Arms and Ammunition** The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 6.19 Festivals and Religious Customs** The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs
- 6.20 Funeral Arrangements** The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- 6.21 Forced Labour** The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
- 6.22 Child Labour** The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.
- 6.23 Employment Records of Workers** The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [*Contractor's Records*].
- 6.24 Workers' Organizations** The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.



- 6.25 Non-Discrimination and Equal Opportunity** The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.
- Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).
- 6.26 Epidemics** In the event of any out-break of illness of epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.
- 7.7 Ownership of Plant and Materials** The following is added before the first paragraph: "Except as otherwise provided in the Contract,"
- The following is added at the end of the Sub-Clause:
"No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:
- (i) remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or
 - (ii) replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).
- Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except



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for its delivery to the Site.

The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause."

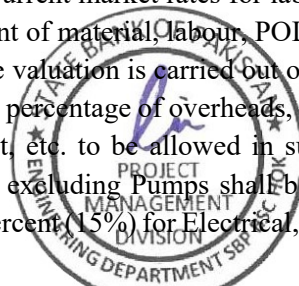
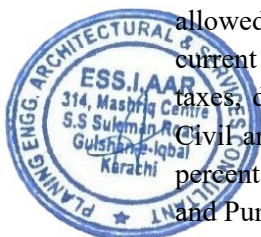
The following Sub-Clause 7.9 is added after Sub Clause 7.8:

- 7.9 Use of Pakistani Materials and Services** The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.
- 8.1 Commencement of Works** The following is added before the first paragraph: "After signing of the Contract Agreement by both Parties," and thereafter the word "The" is replaced with the word "the".
- 8.5 Extension of Time for Completion** The following is added after paragraph (c): "for last five years".

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

- 11.12 Supervisory Assistance During DNP** If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion.
- 12.2 Method of Measurement** The following paragraph is added at the end of the Sub-Clause: "Summary of measured quantity for payment shall be delineated item-wise under four heads namely; "Schedule of Prices Quantity", "Quantity Executed To-date", "Quantity Certified Previously" and "Net Quantity Executed under this Certificate". or as required by Engineer"
- 12.3 Valuation of the Works** The text is deleted and replaced with following:
Each new rate or price shall be derived from any relevant rates or prices specified in the Bill of Quantities. If the same is not provided in the Bill of Quantities then the valuation will be carried out on the basis of the applicable item rates of MES Schedule of Rates 2021 or latest available with the application of premium as notified by Engineers in Chief's Branch, GHQ Rawalpindi. If the same is not covered in latest MES Schedule of Rates then the valuation will be carried out on the basis of current market rates for labour, material etc. No escalation on account of material, labour, POL etc. shall be allowed on such items if the valuation is carried out on the basis of current market rates and the percentage of overheads, all applicable taxes, duties, levies & profit, etc. to be allowed in such cases for Civil and Plumbing Works excluding Pumps shall be twenty-five percent (25%) and fifteen percent (15%) for Electrical, HVAC, Lifts and Pumps.

In the event of disagreement the Engineer shall within a period not



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exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments

The approval / finalization of rates of all variations shall not relieve the Contractor of his obligations under the Contract. The Contractor shall neither stop the work nor slow down the progress of the Works in awaiting the approval of rates of all variations.

13.6 Adjustments for Changes in Laws

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

Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”

13.7 Adjustment for Changes in Cost

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula: -

(a) P_n is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, where any variations and day work are not otherwise subject to adjustment. A is a constant, specified in the Section VI (Price Adjustment), representing the nonadjustable portion in contractual payments;

(b) b, c, d & e are weightages or coefficients representing the estimated proportion of each cost element (Labour, High Speed Diesel, Cement and Steel) in the Works or Sections thereof, net of Provisional Sums and Prime Cost; the sum of A, b, c, d & e shall be one;

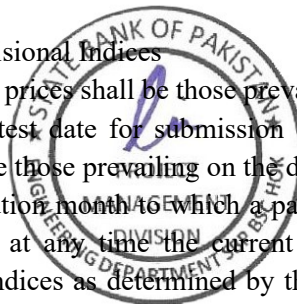
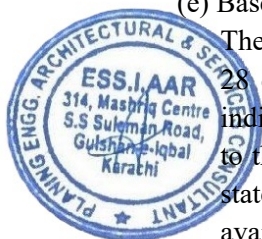
(c) L_n, D_n, C_n & S_n are the current cost indices or reference prices of the cost elements for month “ n ”, determined pursuant to (e) below, applicable to each cost element; and:

(d) Sources of Indices and Weightages

The sources of indices shall be those listed in the Section VI (Price Adjustment)

(e) Base, Current, and Provisional Indices

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the start of the execution month to which a particular monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will



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be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

(f) Weightages

The weightages for each of the factors of cost given in the Section VI (Price Adjustment) shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable.

The following Sub-Clause 13.8 is added after Sub-Clause 13.7

13.8 Adjustment of foreign exchange currency rates

(a) All payments shall be made in Pak Rupees only; however, increase or decrease in foreign exchange currency rate would be paid to or deducted from Contractor's payment for following Equipment on Supply part of imported items:

- i. Chillers
- ii. Cooling Tower
- iii. Air-Handling Units
- iv. Fan Coil Units (FCUs)
- v. Centrifugal Types Exhaust and Fresh Air Supply Fans
- vi. Jet Induction Fan
- vii. BMS Controls
- viii. Lifts
- ix. Imported Vault Doors
- x. Generators
- xi. Fire Fighting pumps
- xii. Fire Alarm System
- xiii. Hot water Heaters

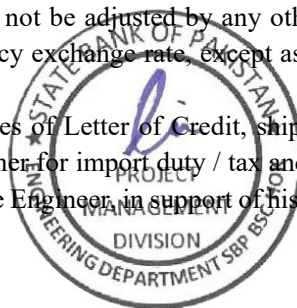
(Countries of offered brands for the above mentioned items shall be UK/European/USA/Japan/South Korea).

(b) For this purpose, the base rate of foreign exchange currency shall be used as published / authorized by State Bank of Pakistan and applicable to similar transaction, at the Weighted Average Customer Exchange Rates (Selling), on the date 28 days prior to the submission of Bids.

(c) The current foreign exchange rate will be the one prevalent on the date of retiring the Letter of Credit at the Weighted Average Customer Exchange Rates (Selling) issued by State Bank of Pakistan. The LC may be opened by the Contractor or subcontractor or authorized agent/distributor. In any case, the Contractor shall provide all requisite documents which may include but not limited to Bill of Lading, Letter of Credit documents, custom duties, goods declaration form.

(d) The Contract Price shall not be adjusted by any other reason due to change in foreign currency exchange rate, except as provided in this Sub-Clause.

Contractor shall submit copies of Letter of Credit, shipping documents, certified copies of paid voucher for import duty / tax and other necessary documents, as required by the Engineer, in support of his Claim under this Sub-Clause.



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14.2 Advance Payment

14.2.1 Advance Payment Guarantee

Replace the first paragraph with following;

Up to Fifteen percent (15%) of the Accepted Contract Amount excluding Provisional Sums & the cost of Operation and Maintenance payable in the currencies and proportions in which the Accepted Contract Amount is payable

First part, upon submission of Mobilization Advance Guarantee by the Contractor for that amount of advance in the specified form, from a Scheduled Bank in Pakistan, within twenty-eight (28) days after signing of the Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and

Second part, upon submission of Mobilization Advance Guarantee by the Contractor for that amount of advance in the specified form, from a Scheduled Bank in Pakistan, within forty-two (42) days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of the following:

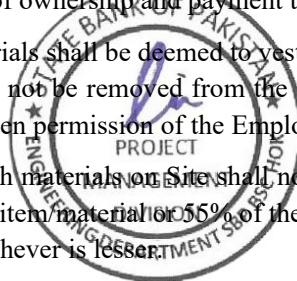
- i. delivery at Site of Minimum Mandatory Equipment and the deployment of Minimum Mandatory Staff as per the requirements;
- ii. having completed at least 1% of the permanent works (to be assessed by the Engineer).

14.2.4 Secure Advance on Material

Add the following sub clause 14.2.4 after clause 14.2.3

The Contractor shall be entitled to receive from the Employer Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials (Civil Works) brought at the Site but not yet incorporated in the Permanent Works provided that:

- (a) The materials are in accordance with the Specifications for the Permanent Works;
- (b) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
- (c) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (d) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefor;
- (e) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and
- (f) The sum payable for such materials on Site shall not exceed 70% of the purchase price of the item/material or 55% of the rationalized Bill of Quantity amount whichever is lesser.



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The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis. However, total amount would be deducted but not later than three months (even if unutilized)

14.3 Application for Interim Payment

Add the following paragraph at the end of the clause **Payment for Operation & Maintenance**

The Payment for Operation and Maintenance will be made on monthly basis.

Payment against rationalized BOQ

“If the rate of any item of the successful bidder is abnormally high i.e. 15% more or higher than the rate of the same item in Engineer’s Estimate, the Employer may require the bidder to produce detailed price analyses for any or all such items of Bid of the successful Bidder to demonstrate the internal consistency of those prices. After evaluation of the price analyses by the Employer / Engineer the rate of successful bidder (if required) will be rationalized in following manner and the decision of the Employer / Engineer in this regard shall be final and binding on the successful bidder:

i. The rate or price of individual abnormally high quoted items compared with the Engineer’s Estimate would be decreased to the individual item rate of the Engineer’s Estimate. The revised BOQ so prepared will be called as Rationalized BOQ duly stamped and signed by the successful bidder which shall be final and binding for interim payment purposes only. Withheld amount(s) of abnormally high quoted items shall be released during finishes stage or at such stage when items identified as below / lower to Engineer’s estimate are in progress resulting in making final payments as per original quotes.

ii. For calculation of Price Adjustment and Adjustment in US\$ rates under Sub-Clause 13.7 & 13.8 during Payments Certification, the original bid rates quoted by the successful bidder would be considered

14.5 Plants and Materials intended for the Works

Replace the contents of the clause with the following

The payment for Electrical, Mechanical and HVAC Works except imported items listed in clause 13.8 shall be made in following stages:

(a) Payment for Supply of Plant:

Up to seventy-five percent (75%) of the supply part of the BOQ items will be paid against delivery of Plant on site, and upon production of Factory Test Reports / Warranties / Shipping documents/ Inspection Reports at Manufacturer’s Facility (where applicable) and against Indemnity Bond on the approved format.

(b) Payment upon Installation of Plant:

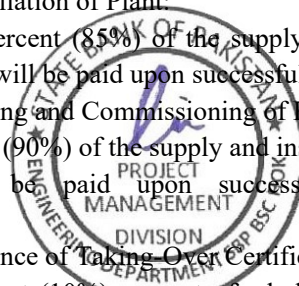
Up to eighty-five percent (85%) of the supply and installation parts of BOQ items will be paid upon successful installation.

(c) Payment upon Testing and Commissioning of Plant:

Up to ninety percent (90%) of the supply and installation parts of BOQ items will be paid upon successful Testing & Commissioning.

(d) Payment upon issuance of Taking Over Certificate:

Remaining ten percent (10%) amount of whole BOQ item i.e.



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Supply and Installation will be paid upon issuance of Taking-Over Certificate of the Whole Works.

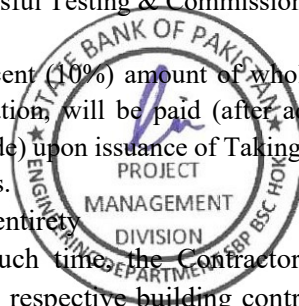
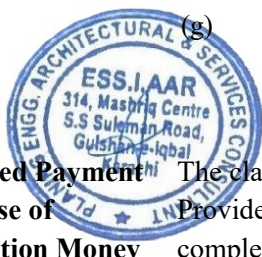
The payment for imported items listed in clause 13.8 shall be made as under:

Up to seventy-five percent (75%) of the supply part of the BOQ item will be paid against delivery of Plant/Equipment on Project site against the indemnity bond. However, if requested in writing by the contractor, the Employer may facilitate the Contractor as under;

- (a) Advance Payment: Ten (10) percent of the Supply Part of BOQ shall be paid after approval of technical submittal by the Engineer, and upon submission of bill / invoice and a bank guarantee equal to the advance payment amount valid until 30 days after the Plants / Equipment are delivered and in the form provided in the Bidding document or another form acceptable to the Employer.
- (b) On Shipment: Fifty (50) percent of the Supply Part of BOQ shall be paid on shipment of Plants / Equipment upon submission of bill / invoice and against a bank guarantee equal to the payment amount valid until 30 days after the Plants / Equipment are delivered and in the form provided in the Bidding document or another form acceptable to the Employer upon submission of :
 - i. Bill of lading
 - ii. Certificate of Origin (Original) issued by Manufacturer
 - iii. Factory Test Reports / Factory Acceptance Testing (FAT).
 - iv. Any other document required.
- (c) On Delivery at Site: Fifteen (15) percent of the Supply Part of BOQ of Plants / Equipment shall be paid after delivery of the Plants / Equipment at Site against indemnity bond & upon submission of Bill / Invoice supported by the acceptance certificate issued by the Engineer.
- (d) Above-mentioned bank guarantee(s) shall be returned upon transfer and delivery of imported Plant to to the Employer at site after inspection and issuance of satisfactory certificate by the Engineer.
- (e) Up to eighty-five percent (85%) of the supply and installation parts of BOQ items (after adjustment of any payment earlier made) will be paid upon successful installation
- (f) Up to ninety percent (90%) of the supply and installation parts of BOQ items (after adjustment of any payment earlier made) will be paid upon successful Testing & Commissioning duly verified by The Engineer
- (g) Remaining ten percent (10%) amount of whole BOQ item i.e. Supply and Installation will be paid (after adjustment of any payment earlier made) upon issuance of Taking-Over Certificate of the Whole Works.

14.8 **Delayed Payment** The clause is deleted in its entirety

14.9 **Release of Retention Money** Provided also that if at such time the Contractor fails to obtain completion certificate from respective building control authority, the



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Engineer/Employer shall be entitled to withhold Rs 10 million from outstanding Retention Money until Contractor has successfully obtained and subsequently submitted completion certificate from respective building control authority.

15.2 Termination for Contractor's Default

15.2.1 Notice

Following text is added at the end of sub-paragraph (h) of this Sub-Clause:

“For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004.”

15.2.4 Completion of Works

The first paragraph is replaced with following

After termination under this Sub-Clause, the Employer may complete the Works and/or arrange for any other entities to do so at the risk and cost of the Contractor. The Employer and/or these entities may then use any Goods and Contractor's Documents (and other design documents, if any) made by or on behalf of the Contractor to complete the Works. The following text is added at the end of this Sub-Clause

15.2.5 Blacklisting

The Procuring agency/Employer shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:

Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;

- iii) Fails to perform his contractual obligations; and
Fails to abide by the id securing declaration;

15.4 Payment after Termination

“The Employer shall be entitled to sell any of the Contractor's Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause

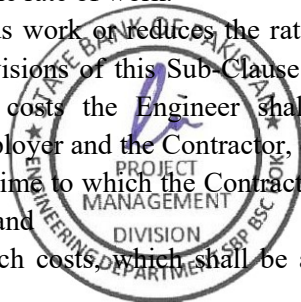
16.1 Suspension by Contractor

The Sub-Clause is amended as under:

Without prejudice to the Contractor's entitlement to interest under Sub-Clause 60.10 and to terminate under Sub-Clause 69.1, the Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-Clause 60.10 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 56 days' prior notice to the Employer, with a copy to the Engineer, suspend work or reduce the rate of work.

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

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



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

16.2 Termination by Contractor

The Sub-Clause is amended as under:

In the event of the Employer:

- (a) failing to pay to the Contractor the amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-Clause 60.10 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract,
- (b) interfering with or obstructing or refusing any required approval to the issue of any such certificate,
- (c) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or
- (d) giving notice to the Contractor that for economic reasons it is impossible for him to continue to meet his contractual obligations,

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

16.3 Contractor's Obligations After Termination

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

- "(c) deliver to the Engineer all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [*Employer-Supplied Materials and Employer's Equipment*]; and
- (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site."

17.7 Use of Employer's Accommodation/ Facilities

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

The Contractor shall take full responsibility for the care of the items of the Employer's facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer.

If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor's risk and cost.

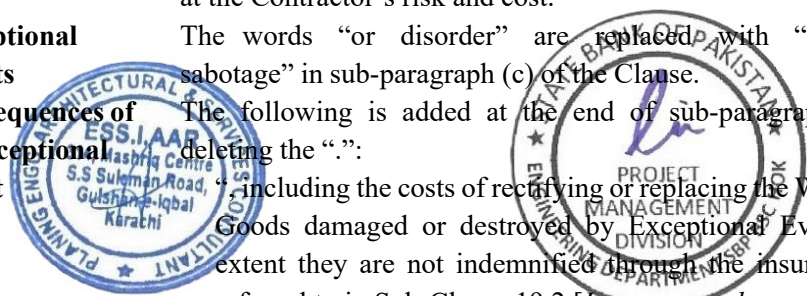
18.1 Exceptional Events

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

18.4 Consequences of an Exceptional Event

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

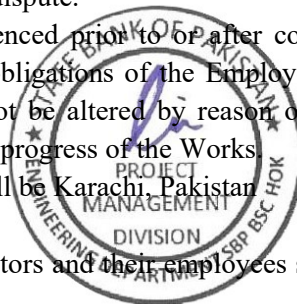
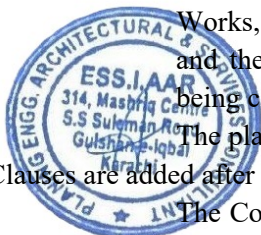
"including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [*Insurance to be provided by the*



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Contractor].”

- 18.5 Optional Termination** The sub clause is deleted in its entirety
- 19.1 General Requirements** Following text is added at the end of first paragraph:
 “The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer’s consent.”
 Following text is added at the end of third paragraph:
 “The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5.”
- 19.2 Insurance to be provided by the Contractor** 19.2.5 Injury to employees
 The words “sickness, disease” are deleted in the third line of first paragraph.
 The following Sub-Clause is added after Sub-Clause 19.2.6:
19.2.7 Insurance Company
 “The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:
- | | |
|---------------------------------------|----|
| Minimum Rating of Insurance Companies | AA |
|---------------------------------------|----|
- 21 Disputes and Arbitration** Clauses 21.1 till 21.8 stand deleted
- 21.9 Arbitration** The following Clause 21.9 is added
 Any dispute in respect of which the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 3.7 shall be finally settled, under the provisions of the Arbitration Act, 1940 as amended from time to time or any statutory modification or re-enactment thereof for the time being in force. The said arbitrator/s shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute.
 Neither party shall be limited in the proceedings before such arbitrator/s to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision pursuant to Sub-Clause 3.7. 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.
 Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.
 The place of arbitration shall be Karachi, Pakistan
- The following Clauses are added after Clause 21
- 22 Taxes** The Contractor, Subcontractors and their employees shall be liable to



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pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such taxes.

The rates and prices stated in the priced Bill of Quantities shall be deemed to include every element of duty or tax leviable on or in relation to the production, import, purchase, sale, delivery and transportation of materials and to the bringing thereof to the Site and no such duty or tax shall be separately reimbursable.

23 Integrity Part

If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to :

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

The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub- paragraph (a) and (c) of this Sub-Clause.

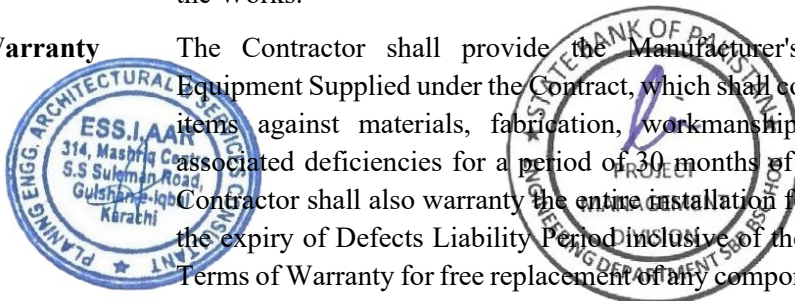
24 Electric Power Generating Set

The Contractor shall arrange and furnish an Electric Power Generating set at site and maintain the generating set in perfect working condition through-out the duration of the Contract. The generating power of the set shall be sufficient to operate all plant and equipment as well as the camps and offices of Contractor and the offices of the Engineer/ Employer, during construction work at site. Should the set fail to meet the required demand at site or fail to function or operate, the Contractor shall immediately replace the same with other generating set/ sets to the satisfaction of the Employer as well as the Engineer.

The Contractor shall not be entitled to any time extension on account of load shedding, non-availability of or disruption in the supply of Electricity at site. The cost of this provision and operation shall be deemed to be included in the total price quoted by the Contractor for the Works.

24.1 Warranty

The Contractor shall provide the Manufacturer's Warranty for Equipment Supplied under the Contract, which shall cover all imported items against materials, fabrication, workmanship and all other associated deficiencies for a period of 30 months of Shipment. The Contractor shall also warranty the entire installation for a period up to the expiry of Defects Liability Period inclusive of the manufacturer's Terms of Warranty for free replacement of any component, accessories



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or parts having become defective during the said period.

The Warranty would be in the form given below or as approved, duly executed for all items and shall form an essential part of the Shipping Documents:

"We hereby guarantee that the equipment and machinery, materials, tools and parts supplied by us are produced new in accordance with approved drawings and Contract Specifications and that the materials used whether or not of our manufacture are in accordance with the appropriate Standards (latest editions) and as specified in Contract, and we shall replace free of cost all defective equipment, machinery, materials, tools, and parts thereof which shall be found defective and not in accordance with the Contract, provided however, that a period not exceeding 30 months from the date of shipment from our factory of the parts covered by this guarantee/warranty has not elapsed. We shall also replace free of cost every part thereof in use for a period up to the expiry of Defects Liability Period, which would be found defective due to material or faulty workmanship or in any way not in accordance with the Contract Specifications / Documents."

24.2 Fire Protection and loss control

The Contractor shall be aware of necessary precautions & controls concerning cutting, welding, and hot work, fire precautions and ensure compliance.

The Contractor shall be responsible for the fire watch as necessary and meet the fire prevention / fighting practices.

The Contractor shall, in his work plan, forecast any extra hazardous area or adjacent to the site of the work and provide curtains, shields, or any other specialized equipment to adequately shield flames and sparks from combustibles.

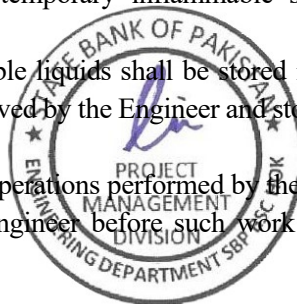
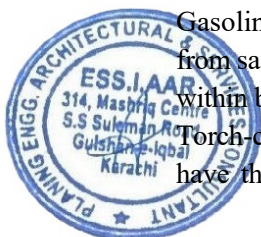
Where the Contractor requires the utilization of flammable liquids, approved devices and containers for transfer or storage of the same shall be used.

The Contractor is responsible for disposal of deleterious substances such as lubrication oil, solvents, diesel fuel etc. which shall be contained in suitable containers and be disposed of away from the site and in no case disposed in sewers or water course(s) or drains.

The Contractor shall provide and maintain adequate fire protection in the form of barrels of water with buckets, fire bucket tanks, fire extinguisher, or other effective means ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of the works.

Gasoline and other flammable liquids shall be stored in and dispensed from safety containers approved by the Engineer and storage shall not be within building.

Torch-cutting and welding operations performed by the Contractor shall have the approval of the Engineer before such work is started and a



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chemical extinguisher is to be available at the location where such work is in progress.

The Contractor shall follow the instructions and specifications of the Civil Defense Department or any other local department concerned with such activities.

24.3 Safety Regulation 1) General;

It is the Contractors responsibility to assure that the safety regulations, are followed at all times and that all his employees at site have a thorough knowledge and understanding of the safety regulations and are complying with all the safety requirements.

The Contractor must comply with all applicable accident prevention regulations and other safety work practices governed under any law of any local or provincial authority of Pakistan.

The Contractor shall comply and enforce compliance by all his sub-contractors with the highest standards of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and statutory provisions.

The Employer requires that all the Contractors' workers wear hard hats, safety shoes, and where necessary gloves, and shirts at all times while on site.

All requisite barriers, fences, warning signs, lights and other safety precautions as required for the protection of persons and property on or adjacent to the site shall be provided at the Contractor's cost.

All false work, scaffolding and handrails shall be well constructed and secured at all times. Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.

All warning signs shall be in two languages, English and Urdu, and shall at all times be maintained in a clean and legible condition, to the satisfaction of the Engineer.

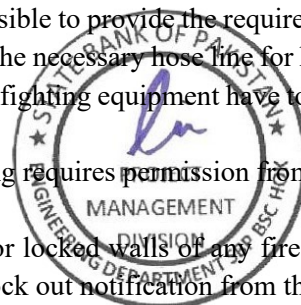
Trash shall be removed at frequent intervals to the satisfaction of the Engineer.

Netting shall be provided at all levels where work is in progress, all around the building.

2) Fire Protection Equipment

The Contractor is responsible to provide the required number of fire extinguishers as well as the necessary hose line for his area of work. The type and size of fire-fighting equipment have to be approved by the Engineer.

- i. Welding / burning requires permission from the Engineer
- ii. Closing, sealed or locked walls of any fire system requires an impairment lock out notification from the Engineer.



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3) **Hazardous Area**

Before entering any area, the Contractor must familiarize himself of the existing hazards and inquire from the Engineer necessary precautions to be taken for the protection of himself, other workers and equipment.

4) **Waste Material Removal and environmental control**

If the work requires the removal of any material hazardous to industrial or public / environment, then the Contractor shall remove it in compliance with industrial health and safety regulations.

24.4 **Labour Conditions**

The Contractor acknowledges that some or all other Contractors or sub-contractors or suppliers or persons working at or delivering to or for the site or the work being carried out at or near the site may be union or non-union, Labour peace shall be maintained at the site. The Contractor shall carry out the work in a manner which ensures that there are no labour problems, work stoppages, or other labour disputes or disruptions which might affect the Contractors work, any other work at the Site or the Employers operations. The Contractor warrants and confirms that no agreement with its employees or trade unions representing his Employees or between his subcontractors. Suppliers sub-contractors and their employees or labour union representing those Employees will affect the Contractor's performance under the Contract, any other work at the site or the Employers operations. The Contractor acknowledges that the site is considered an open site, not exclusively union or non-union.

24.5 **Interim Approvals**

The Contractor shall be responsible to get clearance / approvals of agencies for all interim inspections at different stages of the Construction. The government fees / charges will be paid by the Employer as per actual upon submission of requisite documents.

24.6 **Approval Building Completion Plans**

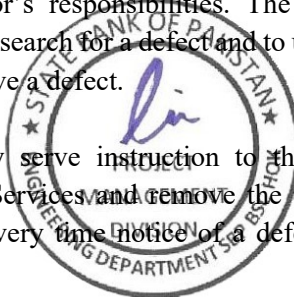
The Contractor shall prepare and submit requisite number of sets and obtain approval of Completion Plans from the respective building control authority and get approvals from utilities companies/ agencies of the installations.

24.7 **Operation and Maintenance**

The Contractor shall operate, service and maintain all Electrical & Mechanical Equipment supplied under the Contract, for period mentioned in special stipulations including weekly and other holidays if desired by the Employer.

24.8 **Identification & Correction of Defects during Operation and Maintenance**

i. The Employer shall check the services and bring to the knowledge of the Contractor of any defects that are found. Such checking shall not relieve the Contractor's responsibilities. The Employer may instruct the Contractor to search for a defect and to uncover any part that he considers may have a defect.



The Employer may serve instruction to the Contractor to improve the quality of Services and remove the defects within a specified time period. Every time notice of a defect is given, the

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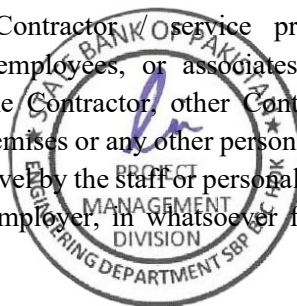
Contractor shall correct the notified defect within the length of time specified by the Employer's notice.

- iii. For each defective and poor services or fault or suspension of operation due to negligence of the Contractor, the Employer will impose a penalty amounting up to 1.5 times of its daily services fee (i.e. monthly services fee/30) per event without prejudice to any other, remedy or relief available to Employer. However due to any fault on the part of the Contractor, the Equipment or any part of equipment becomes out of order, in addition to the above penalty, the Employer would be entitle to deduct actual cost of repairing or replacement thereof.
- iv. If the Contractor does not cure defect(s) or fails to improve the quality of Services or four (04) notices have been issued, the Employer may terminate the Contract and may also debar the Contractor from participation in the future Contracts. The Employer may also get the defects remedied through some other person/ Contractor and deduct the expenditure on actual basis from the Contractor's monthly bill or any other due amount. The decision of the Employer shall be final and conclusive in this regard.

24.9 The Contractor Shall Be Liable & Indemnify The Employer

Contractor shall be exclusively liable for and shall indemnify and hold harmless the Employer, its agents and employees from:

- i. Making good all losses arising out of the Contractor's negligence or breach of the Contract. This may include damage to the paints/ polish works, false ceilings, wooden or metallic works, tiles, marbles, plants, wires, pipes, electrical and mechanical items, fixtures of any kind, antiques, glass items, window blinds, etc. The Employer shall determine the amounts of such losses/ damages and the Contractor hereby expressly waives his all or any right to change or challenge the same. The Contractor shall have to make good all such losses/ damages within time frame specified in the Notice, to the entire satisfaction of the Employer.
- ii. Any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Contractor's employee(s) or sub- Contractor together in each case with any interest, fines or penalties thereon.
- iii. Any claims of Contractor, service providers current employees or ex-employees, or associates, or their heirs whether against the Contractor, other Contractors working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out as a Employer, in whatsoever form, manner or capacity.



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- iv. Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract.
- v. All claims of compensation by an employee of Contractor / Service Provider, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Contractor / Service Provider or their legal heirs.
- vi. Save for the willful or deliberate breach of its obligations under the Contract or, as set out above, neither party shall be liable for any consequential or indirect loss or damage.

24.10 Contractor's Warranties

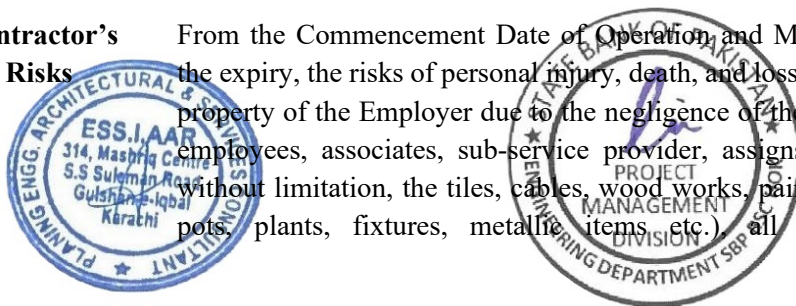
The Contractor undertakes and represents that at all times:

- i. It has the requisite power and authority to enter into and perform this Agreement;
- ii. It holds valid license and authority to carry out the Services;
- iii. It shall execute the services in professional manner through competent, skilled, qualified human resource.
- iv. Contractor shall not act in a way which is prejudicial to Employer's interests or business;
- v. The Services shall be fit for the express or implied purposes for which supplied.
- vi. The Contractor shall follow the instructions to be issued by the Employer when at Employer's premises, all rules and security policies and the Employer may exclude any person from its premises for any actual or anticipated breach of these policies.

Any breach by Contractor of this Clause, constitutes a material breach of the Contract and may lead towards Termination of Contract. In addition to Employer's rights under the Contract, the Employer shall be entitled to require Contractor to (a) remedy the breach at its cost; (b) pay for it to be remedied; or / and (c) repay all amounts already paid for the defective Services.

24.11 Contractor's Risks

From the Commencement Date of Operation and Maintenance until the expiry, the risks of personal injury, death, and loss of or damage to property of the Employer due to the negligence of the Contractor, his employees, associates, sub-service provider, assigns etc.(including, without limitation, the tiles, cables, wood works, paint/polish, flower pots, plants, fixtures, metallic items, etc.) all such risks are



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Contractor's risks. Contractor shall have to make good all damages/losses to the Employer.

The Contractor shall indemnify and keep indemnified the Employer, at all times against any loss, claim, damage, charge occurred to Employer due to negligence or fraud committed by Contractor or his employee. The Contractor may obtain "Contractual Liability Insurance" to cover all claims related to Negligence / Fraud if any, committed by the Contractor. It is further clarified that the Contractor may acquire the required coverage and to facilitate in fulfilling the requirements of the insurance agency. However the Contractor shall be responsible to indemnify the Employer within 15 days after receiving all the required supporting documents to support the claim regardless of the payment of the insurance amount paid by the insurance company to the Contractor. Failure of the Contractor to pay the Employer's claim within the afore-said period shall authorize the Employer to deduct the claimed amount from the amount of monthly Service Charges or any other amount payable to the Service Provider or encashment of Performance Security.

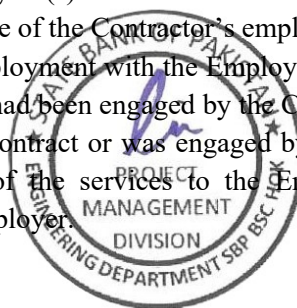
24.12 Confidentiality

Except with the consent in writing of the Employer, Contractor shall keep strictly confidential and not make use of any confidential information - supplied by the Employer other than to perform this Contract, and shall impose the same obligations on its employees and other third parties (including sub-service provider). Contractor may disclose confidential information if required to do so by law, court order, rules or regulation provided (to the extent permissible by law) it has notified the Employer in advance and agreed the scope of disclosure with the Employer.

24.13 Independent Status of Service Provider

i. The parties agree that this contract creates an independent Contractor relationship, not an employment relationship. The Contractor acknowledges and agrees that the Employer will not provide the Contractor or its employees any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that all taxes are Contractor's responsibility.

ii. The Contractor shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of the Contractor's employee(s) is entitled under his/her contract with the Contractor. All claims made by the Contractor's employee (s) shall be dealt with exclusively by the Contractor. None of the Contractor's employee (s) shall be entitled to seek employment with the Employer merely on the ground that he/she had been engaged by the Contractor during the tenure of this Contract or was engaged by the Contractor for the provision of the services to the Employer or was deployed to the Employer.



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**25 Pre-shipment
Inspection**

All equipment to be supplied under this Contract shall be subject to inspection and testing by one representative of Engineer and one representative of the Employer at its point of original manufacture or final shop assembly before its dispatch to site. The Contractor shall make necessary arrangements and provide all the facilities required for the representatives of Employer/Engineer for conducting such inspection, at Contractor's cost. The cost of travel including overseas travel, arranging of Visas, daily allowance (US\$ 75/man day), boarding and lodging of Employer's/Engineer's representatives shall be the responsibility of the Contractor. All cost in this regard shall be deemed to be included in Contract Price and no additional cost will be paid to Contractor. The Contractor shall submit tests procedures for approval of Engineer well in advance to the set date of pre-shipment inspection.

The Contractor shall give at least 4 (four) weeks' notice to the Employer and Engineer for attending such inspection/tests



SECTION VIII: CONTRACT FORMS



Notification of Award

(On Procuring agency/Employer's letterhead)

Letter of Acceptance

[Date].

To: [Name and address of the contractor]

Subject: [Notification of Award Contract No.]

This is to notify you that your Bid dated [date]. for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] for the Accepted Contract Amount of the equivalent of [amount in words and figures and name of currency]., as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement



Form of Contract

THIS AGREEMENT made the _____ day of _____ 20____ between [name and address of Procuring agency/Employer] of Pakistan (hereinafter called “the Procuring agency/Employer”) of the one part and [name of Contractor] of [city and country of Contractor] (hereinafter called “the ”) of Contractor other part:

WHEREAS the Procuring agency/Employer desired that the works [brief description of works] should be executed by the contractor, and has accepted a Bid by the contractor for the execution and completion of these works and remedying of any defects therein, in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

This form of Contract;
Letter of Acceptance;
the Form of Bid and the Price Schedule submitted by the Bidder;
the Works Requirements;
the Technical Specifications;
the Drawings;
the General Conditions of the Contract
the Special Conditions of Contract,
the completed schedule including Bill of Quantities; and
[add here: any other documents]

3. In consideration of the payments to be made by the Procuring agency/Employer to the contractor as mentioned in this contract, the contractor hereby covenants with Procuring agency/Employer to execute the works to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring agency/Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, 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.

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IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by the _____ (for the Procuring agency/Employer)	Signed, sealed, delivered by the _____ (for the Contractor)
Witness to the signatures of the Procuring agency/Employer	Witness to the signatures of the Contractor



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

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank/ Insurance Company) 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.

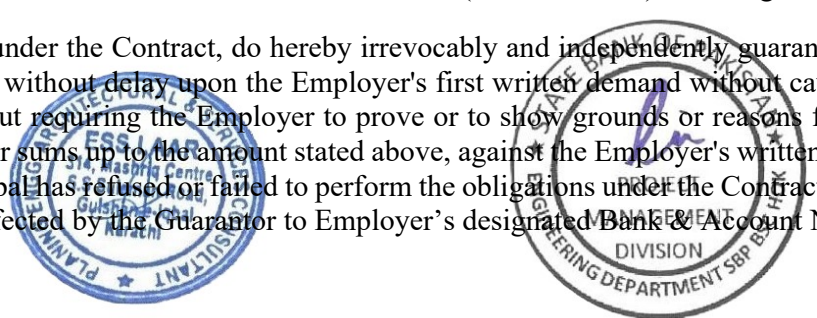
THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

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 49, 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

defenses 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.



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

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

	Guarantor (Bank)
Witness:	Signature _____
1. _____	Name _____
_____	Title _____
Name, CNIC No. Title,& Address	
2. _____	

Name, CNIC No. Title,& Address	_____
	Guarantor (Stamp/Seal)



**Advance Payment Security
Demand Guarantee**

Beneficiary: _____

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

Guarantor: _____

We have been informed that [Inset name of the Contractor] (hereinafter called “the Contractor”) has entered into Contract No. _____ dated _____ with the [insert name of the Procuring agency/Employer] (hereinafter called “the Procuring agency/Employer”) for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (_____) is to be made against an advance payment guarantee.

At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Procuring agency/Employer any sum or sums not exceeding in total an amount of _____ upon receipt by us of the Procuring agency/Employer’s complying demand supported by the Procuring agency/Employer’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Contractor has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Procuring agency/Employer’s bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us.

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

[signature(s)]



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



Integrity Pact

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

Contract Number: _____
Contract Value: _____
Contract Title: _____

Dated: _____

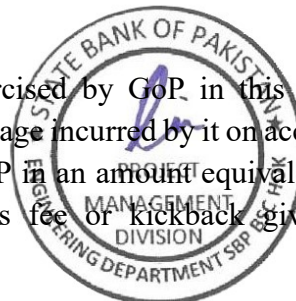
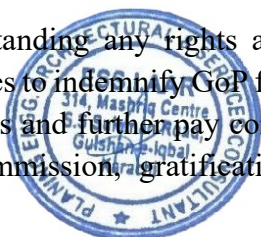
[Name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of



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Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Procuring agency/Employer]

[Contractor]



**INDEMNITY BOND FOR SECURED ADVANCE / PAYMENT AGAINST
MATERIALS BROUGHT AT SITE**

(ON Rs. 500 non-judicial stamp paper)

This Deed of Indemnity is issued by M/s. _____ (name of the contractor) in favour of M/s. _____ (name of the employer).

Whereas _____ (herein called the Employer) has paid the amount against the cost of material by virtue of terms of the contract existing between the parties. The details of the material and their price are as under:-

1. _____ at Rs. _____ per _____ = Rs.
2. _____ at Rs. _____ per _____ = Rs.
3. _____ at Rs. _____ per _____ = Rs.

THEREFORE THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

I/We _____ of M/s. _____ do hereby indemnify **Employer** for all losses due to thefts, arson, pilferage, loss due to flood and inundation, shortage, deterioration and depreciation etc. through any act of Man or God or slump in the Market of any or all the materials financed or paid by the **Employer** on our request for financing payment against material.

I/We _____ shall indemnify **Employer** against any or all claims, action damages arising out of or resulting to the said material.

I/We _____ further declare that we will faithfully abide by the above declaration and solemnly affirm that we will not remove, sell, pilferage any of the materials against which **Employer** has paid us such a secured advance and will not pledge the same with any Bank, Finance Corporation, Firm, Company, Individual or the like agency or create any change whereon in any form what so ever.

I/We _____ do hereby also declare that in the event of my/our infringement of the declaration made above **Employer** will be entitled to forfeit all such material and also proceed against me/us according to the relevant clause pertaining to breach of contract and further invoke the power or seek any remedies under the Contract Agreement signed with us or otherwise available under law.

Place _____ Dated _____

Contractor _____

Witness:

Signature _____

Name _____

Witness:

Signature _____

Name _____



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On separate non-judicial stamp paper (duly notarized) of denomination not less than Rs. 200

A F F I D A V I T
FOR SOLE PROPRIETERSHIP

I _____ S/D/O _____ bearing CNIC No. _____
_____ resident _____ of _____
_____ do hereby solemnly affirm
and declare that I am the Sole Proprietor of the Firm M/s _____
having its registered office at _____, bearing Pakistan
Engineering Council (PEC) registration No. _____ and as such, I am entirely responsible
for all businesses carried out in the name of the Firm.

D E P O N E N T

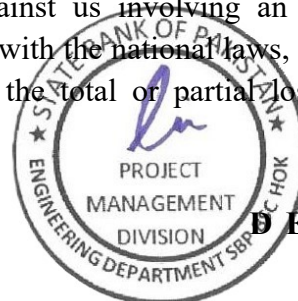
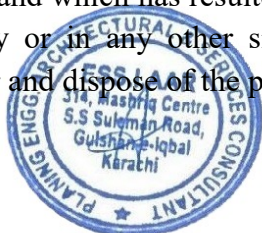


On separate non-judicial stamp paper (duly notarized) of denomination not less than Rs. 200

U N D E R T A K I N G

I / We _____ (the bidder) _____ do hereby solemnly affirm as under that:

- a. have not been blacklisted, declared in-eligible, bankrupt or debarred by any organization / department, a foreign country, international organization, or other foreign institutions for corrupt or fraudulent practices, or no failure to perform with SBP BSC in past;
- b. That I / We have not been convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;
- a. That I / We have obtained all information regarding all applicable Taxes and conform the requirements thereof at my / our own responsibility and have included the same in the quoted Bid Price. The quoted Bid Price also includes the cost of accepting the general risks / liabilities and obligations set forth or implied in the Contract. I / We understand and agree that the Employer will entertain no claim at any later stage on this account.
- b. That I / We have visited and examined the Site of Works and its surroundings and have obtained all information which is necessary for preparing the bid and entering into a Contract. I / We understand and agree that the Employer will entertain no claim at any later stage on this account.
- c. That I / We have never been involved in any litigation / arbitration / Blacklisting case.
- d. Neither we nor any of our partner or director or shareholder has ever been sanctioned by National Counter Terrorism Authority (NACTA),
- e. That payments in favor of the bidder is never suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;
- f. No legal proceedings have been instituted against us involving an order suspending payments and which has resulted, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;



D E P O N E N T

MOBILIZATION ADVANCE GUARANTEE

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer') has entered into a Contract for

_____ (Particulars of Contract)

With _____ (hereinafter called the "Contractor").

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

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

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

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

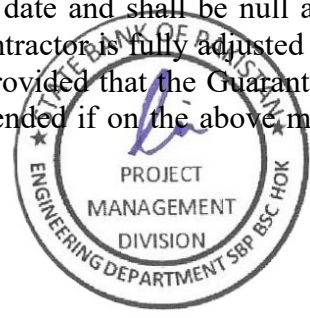
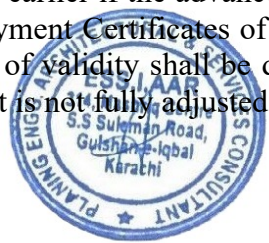
Notice in writing of any default, of which the Employer shall be the sole and final judge, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written dem and, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference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

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

(Date)

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

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



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GUARANTOR

- 1. Signature _____
- 2. Name _____
- 3. Title _____

WITNESS

1. _____
(Name, CNIC No. Title & Address)

2. _____
(Name, CNIC No. Title & Address)

Guarantor (Stamp/Seal)

