

# CADET COLLEGE LARKANA



## BIDDING DOCUMENT

FOR

INFORMATION & COMPUTING TECHNOLOGY AND  
SECURITY SYSTEM AT CADET COLLEGE LARKANA

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## INSTRUCTIONS TO USERS OF THIS DOCUMENT

As stated in Clause IB.5 of Instructions to Bidders, the complete Bidding Documents shall comprise ten (10) items listed therein including any addendum to Bidding Documents issued in accordance with Clause IB.7. The Standard Form of Bidding Documents, in addition to “Invitation for Bids” include the following

1. Instructions to Bidders with Appendices
2. Forms of Bid & Schedules to Bid. Schedules to Bid are the following
  - i. Schedule A: Specific Works Data
  - ii. Schedule B: Work to be Performed by Subcontractors
  - iii. Schedule C: Proposed Programme of Works
  - iv. Schedule D: Deviations from Technical Provisions
  - v. Schedule E: Deviations from Contractual Conditions
  - vi. Schedule F: Method of Performing Works
  - vii. Schedule G: Proposed Organization
  - viii. Schedule H: Integrity Pact
3. Schedule of Prices
4. Preamble to Conditions of Contract
5. General Conditions of Contract
6. Particular Conditions of Contract
7. Standard Forms. Forms include the following:
  - i. Form of Bid Security
  - ii. Form of Contract Agreement
  - iii. Form of Performance Security
  - iv. Form of Bank Guarantee/Bond for Advance Payment
8. Specifications - Special Provisions
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The General Conditions of Contract is governed by Pakistan Engineering Council (PEC)

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# **INVITATION FOR BIDS**

(Cadet College Larkana to paste the advertisement)

## **II- INSTRUCTIONS TO BIDDERS**

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## INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### IB.1 Scope of Bid and Source of Funds

##### 1.1 Scope of Bid

Cadet College Larkana (CCL) (hereinafter called “the Employer”) wishes to receive bids for the following scope of work:

**Smat Education Facilities an Security System at Cadet College Larkana.**

The above scope of work is funded by the Govt. of Sindh.

Any bid covering partial scope of work will be rejected as non-responsive, pursuant to Clause IB.24.

#### IB.2 Eligible Bidders

##### 2.1 Bidding is open to only pre-qualified contractors.

### **IB.3 Eligible Goods and Services**

- 3.1 All Goods and ancillary Services to be supplied under this Contract shall have their origin in eligible countries listed in Appendix 'A' to Instructions to Bidders and all expenditures made under the Contract will be limited to such Goods and Services.
- 3.2 For purpose of this Clause, "origin" means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Bidder.

### **IB.4 Cost of Bidding**

- 4.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. BIDDING DOCUMENTS**

### **IB.5 Contents of Bidding Documents**

- 5.1 In addition to Invitations for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Clause IB.7.

1. Instructions to Bidders with Appendices
2. Form of Bid & Schedules to Bid

Schedules to Bid are the following:

- (i) Schedule A: Specific Works Data
  - (ii) Schedule B: Work to be Performed by Subcontractors
  - (iii) Schedule C: Proposed Programme of Works
  - (iv) Schedule D: Deviations from Technical Provisions
  - (v) Schedule E: Deviations from Contractual Conditions
  - (vi) Schedule F: Method of Performing Works
  - (vii) Schedule G: Proposed Organization
  - (viii) Schedule H: Integrity Pact
3. Schedule of Prices
  4. Preamble to Conditions of Contract
  5. General Conditions of Contract
  6. Particular Conditions of Contract
  7. Standard Forms

Forms include the following:

- (i) Form of Bid Security

- (ii) Form of Contract Agreement
- (iii) Form of Performance Security
- (iv) Form of Bank Guarantee/Bond for Advance Payment(N/A)

- 8. Specifications - Special Provisions
- 9. Specifications - Technical Provisions
- 10. Drawings

5.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Pursuant to Clause IB.24, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

#### **IB.6 Clarification of Bidding Documents**

6.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing or by telex or fax at the address:

Principal & Project Director,  
Cadet College Larkana,  
Airport Road Larkana,  
Phone 074-4080091-93  
Fax # 074-4080460  
E-mail: info@ccl.edu.pk  
www.ccl.edu.pk

Employer will examine the request for clarification of the Bidding Documents which it receives before one week time prior to the deadline for the submission of bids. If needed will issue the clarification/amendment of the Bidding Documents at least 5 days before the date of submission of Bids (without identifying the source of enquiry) to all prospective bidders who have purchased the Bidding Documents.

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

7.1 At any time prior (atleast 5 days) to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer. The bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his bid.

7.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may at its discretion extend the deadline for submission of bids in accordance with Clause IB.19.

## **C. PREPARATION OF BIDS**

### **IB.8 Language of Bid**

8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Engineer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### **IB.9 Documents Comprising the Bid**

9.1 The bid prepared by the bidder shall comprise the following components:

- i. Covering Letter
- ii. Form of Bid duly filled, signed and sealed, in accordance with Clause IB.17.
- iii. Schedules (A to H) to Bid duly filled and signed, in accordance with the instructions contained therein.
- iv. Schedule of Prices completed in accordance with Clauses IB.11 and 12.
- v. Bid Security furnished in accordance with Clause IB.15. Undertaking (as per sample attached) is to be provided with Technical Bid confirming that CDR @ 2% is enclosed with Financial Bid.
- vi. Power of Attorney in accordance with Clause IB 17.5.
- vii. Joint Venture Agreement (Power of Attorney in accordance with Clause IB 13.5.v), if applicable.
- viii. Documentary evidence established in accordance with Clause IB.13 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- ix. Documentary evidence established in accordance with Clause IB.14 that the Goods and ancillary Services to be supplied by the bidder are eligible Goods and Services and conform to the Bidding Documents.
- x. Evidence of bidder's capability performa (Appendix B to Instructions to Bidders)
- xi. Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the bid.

### **IB.10 Form of Bid and Schedules**

10.1 The bidder shall complete, sign and seal the Form of Bid, Schedules (A to H, or as modified) to Bid and Schedule of Prices furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.9.

10.2 N/A.

### **IB.11 Bid Prices**

11.1 The bidder shall fill up the Schedule of Prices attached to these documents indicating the unit rates and total prices of the Works to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices. The price shall be FOR destination inclusive of installation and 05 years warranty.

11.2 N/A.

11.3 N/A

11.4 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. When the bidders are required to quote only fixed price(s) a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to Clause IB.24.

### **IB.12 Currencies of Bid**

12.1 Prices shall be quoted in the following currencies:

- (a) The prices shall be quoted in the Pak. Rupees. Bids in other currencies will not be acceptable and will be considered non responsive.

### **IB.13 Documents Establishing Bidder's Eligibility and Qualifications**

13.1 Pursuant to Clause IB.9, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the bidder's eligibility to bid shall establish to the Employer's satisfaction that the bidder, at the time of submission of its bid is from an eligible source country as defined under Clause IB.2.

13.3 The documentary evidence of the bidder's qualification to perform the Contract if its bid is accepted, shall establish to the Employer's/Engineer's satisfaction:

- (a) that, in the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the Goods manufacturer or producer to supply the Goods to Pakistan.
- (b) that the Bidder/Manufacturer has the financial, technical and production capability necessary to perform the Contract.
- (c) that, in the case of a bidder not doing business within Pakistan the bidder is or will be (if successful) represented by an agent in Pakistan equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking

obligations prescribed by the Conditions of Contract and/or Technical Provisions.

- 13.4 (a) Bidder must possess and provide evidence of the experience as required for technical evaluation of the firm

The Bidder shall certify the capacity and capability of the plant (from which Goods are now offered) for manufacturing, quality assurance and testing facilities, qualified man-power and production / delivery of quality materials according to bid specifications and delivery requirements. Besides, such plant should have produced same items for at least 05 years and such Goods shall have proven successful in the field for at least 05 years and the bidder shall submit with the bid all necessary documentation in this regard. The Engineer will have the right to verify the particulars regarding the plant and other related information furnished with the bid shall be liable for disqualification in the event of any mis-statement/mis-representation on their part.

The bidder shall furnish documentary evidence of qualification on the Form “Evidence of Bidder’s Capability” (Appendix B to these Instructions)

- 13.5 Joint Venture

Joint Ventures are not allowed in this bidding.

- 13.6 The Bidder shall propose best quality of plant, equipment or goods of well reputed Manufacturers. Employer at his own jurisdiction will evaluate the plant, equipment or goods.

**IB.14 Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents**

- 14.1 Pursuant to Clause IB.9, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and Services which the bidder proposes to perform under the Contract.

- 14.2 The documentary evidence of the Goods and Services eligibility shall establish to the Employer’s satisfaction that they will have their origin in an eligible source country as defined under Clause IB.3. A certificate of origin issued at the time of shipment will satisfy the requirements of the said Clause.

- 14.3 The documentary evidence of the Goods and Services’ conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:

- (a) A detailed description of the Goods, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule A to Bid, Specific Works Data. This will include but not be limited to the following:

- (i) A sufficient number of drawings, photographs, catalogues, illustrations and such other information as are necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the Goods to be furnished.
  - (ii) Details of equipment and machinery with capacity.
  - (iii) Any other information which is required for evaluation purposes.
- (c) A clause-by-clause commentary on Technical Provisions, provided with the Bidding Documents, demonstrating the Goods' and Services' substantial responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Technical Provisions as required in Schedule D to Bid.
- 14.4 For purpose of the commentary to be furnished pursuant to Sub-Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the Engineer in the Technical Provisions are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Engineer's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Provisions. Copies of the standards proposed by the bidder other than those specified in the Bidding Documents shall be furnished.

**IB.15 Bid Security**

- 15.1 Bid will be accompanied by earnest money @ 2% of the quoted price in shape of CDR in favor of Principal & Project Director, Cadet College Larkana.
- 15.2 The Bid Security shall be, in the form of CDR issued by a Scheduled Bank in Pakistan.
- 15.3 The Bid Security is required to protect the Employer against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Sub-Clause 15.7 hereof.
- 15.4 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive, pursuant to Clause IB.24.
- 15.5 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidders or on the expiry of validity of Bid Security which ever is earlier.
- 15.6 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.34 and signed the Contract Agreement, pursuant to Clause IB.35.
- 15.7 The Bid Security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity; or
- (b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 hereof; or
- (c) In the case of a successful bidder, if he fails to:
  - (i) Furnish the required Performance Security in accordance with Clause IB.34, or
  - (ii) Sign the Contract Agreement, in accordance with Clause IB.35.

**IB.16 Validity of Bids**

- 16.1 Bids shall remain valid for 90 days from date of financial bid date of bid opening as prescribed in Clause IB.19.
- 16.2 In exceptional circumstances prior to expiry of original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of his Bid Security. A bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of the extension.

**IB.17 Format and Signing of Bid**

- 17.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 17.2 All Schedules to Bid are to be properly completed and signed.
- 17.3 No alteration is to be not made in the Form of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 17.4 Each bidder shall prepare and submit one (1) Original and two (2) Copies each of the Technical Bid and Financial Bid as described in Clause IB.9 and clearly mark them “ORIGINAL” and ‘COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 17.5 The original and all copies of the bid shall be typed and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 17.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 17.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all

correspondence in connection with their bids and the Contract is to be sent.

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

## **D. SUBMISSION OF BIDS**

### **IB.18 Sealing and Marking of Bids**

18.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL Financial Bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) Bid will be accompanied by earnest money @ 2% of the quoted price in shape of CDR in favor of Principial & Project Director, Cadet College Larkana.

18.2 The inner and outer envelopes shall;

- (a) be addressed to the Employer at the address given in Sub-Clause 6.1 heretofore.
- (b) bear the Project name, Bid No. and Date of opening of Bid.
- (c) provide a warning not to open before the time and date for bid opening.

18.3 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Sub-Clause 6.1 heretofore.

18.4 In addition to the identification required in Sub-Clause 18.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.20.

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

### **IB.19 Deadline for Submission of Bids**

- 19.1 (a) Technical and Financial Bids must be received by the Employer at the address specified in Sub-Clause 6.1 hereof not later than the date stipulated in the Invitation for Bids which is \_\_\_\_\_.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids.
  - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
  - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

- 19.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 19.3 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause IB.7, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### **IB.20 Late Bids**

- 20.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.19 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

#### **IB.21 Modification, Substitution and Withdrawal of Bids are not allowed**

### **E. BID OPENING AND EVALUATION**

#### **IB.22 Bid Opening**

- 22.1 A committee consisting of nominated members by the Employer will open the bids in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids.

The bidders' representatives who are present shall sign in a register evidencing their attendance.

**Bids will be opened on i.e. \_\_\_\_\_.**

- 22.2 The bidder's name, Bid Prices, unit rates, total bid price and price of any Alternate Proposal(s), the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the Financial Bid opening. The Employer will record minutes of bid opening. Any Bid Price which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

#### **IB.23 Clarification of Bids**

- 23.1 To assist in the examination, evaluation and comparison of Bids the Engineer may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

## **IB.24 Preliminary Examination & Determination of Responsiveness of Bids**

24.1 Prior to the detailed evaluation of bids, pursuant to Clause IB.26,

- (a) the Engineer will examine the Bids to determine whether;
  - (i) The Bid is complete and does not deviate from the scope,
  - (ii) Any computational errors have been made,
  - (iii) Required sureties have been furnished,
  - (iv) The documents have been properly signed,
  - (v) The Bid is valid till required period,
  - (vi) The Bid prices are firm during currency of contract if it is a fixed price bid,
  - (vii) Completion period offered is within specified limits,
  - (viii) The Bidder/Manufacturer is eligible to Bid and possesses the requisite experience,
  - (ix) The Bid does not deviate from basic technical requirements and the Bids are generally in order.
- (b) A bid is likely not to be considered, if;
  - (i) it is unsigned,
  - (ii) its validity is less than specified,
  - (iii) it is submitted for incomplete scope of work,
  - (iv) it indicates completion period later than specified,
  - (v) it indicates that Works and materials to be supplied do not meet eligibility requirements,
  - (vi) it indicates that Bid prices do not include the amount of income tax,
  - (vii) The bid price is less than 10% of the Engineer estimated cost of the project.
- (c) A bid will not be considered, if;
  - (i) It is not accompanied with bid security,
  - (ii) it is received after the deadline for submission of bids,
  - (iii) it is submitted through fax, telex, telegram or email,
  - (iv) it indicates that prices quoted are not firm during currency of the contract whereas the bidders are required to quote fixed price(s),
  - (v) the bidder refuses to accept arithmetic correction,
  - (vi) it is materially and substantially different from the Conditions/Specifications of the Bidding Documents.

24.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If unit price and reevaluated total price is correct and there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Form of Bid and the total shown in Schedule of Prices Summary, the amount stated in the Form of Bid will be corrected by the Employer/Engineer in accordance with the Corrected Schedule of Prices.

If the Bidder does not accept the corrected amount of Bid, his Bid shall be rejected and his Bid Security forfeited.

- 24.3 Prior to the detailed evaluation, pursuant to Clause IB.26 the Employer/Engineer will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

A material deviation or reservation is one

- (i) which affects in any substantial way the scope, quality or performance of the Works.
- (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or
- (iii) whose rectification/adoption would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

The Employer's/Engineer's determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 24.4 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 24.5 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer/Engineer, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

#### **IB.25 Conversion to Single Currency**

- 25.1 The Bid Price is to be in Pak. Rupees. Bids in other currency will be rejected.

#### **IB.26 Detailed Evaluation of Bids**

- 26.1 The Employer/Engineer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Clause IB.24 as per requirements.

## 26.2 Evaluation Methods

Pursuant to Sub-Clause 26.2,

Bids indicating completion period beyond **09 Months** (Import plus installation) later than the dates set out in Preamble to Conditions of Contract, shall not be considered and rejected as non-responsive.

- 26.3 If the bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Schedule of Prices to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.34 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

### **IB.27 Domestic Preference**

- 27.1 N/A

### **IB.28 Process to be Confidential**

- 28.1 Subject to Clause 23 heretofore, no Bidder shall contact Employer and/or Engineer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract.
- 28.2 Any effort by a Bidder to influence Employer and/or Engineer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result; however, mere fact of lodging a complaint shall not warrant suspension of the procurement process.

## **F. AWARD OF CONTRACT**

### **IB.29 Post-Qualification**

- 29.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence being already mentioned in technical bid:

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

- 29.2 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 qualification submitted under Appendix B to Instructions to Bidders "Evidence of Bidder's Capability" by the bidder pursuant to Clause IB.13, as well as such other information as required under the Bidding Documents.

- 29.3 An affirmative determination will be a pre-requisite for award of the Contract to the highest ranked bidder. A negative determination will result in rejection of that bidder's bid in which event, Employer will proceed to undertake a similar determination of the next highest evaluated bidder's capabilities to perform the Contract satisfactorily.

### **IB.30 Award Criteria**

- 30.1 Subject to Clause IB.32, the Employer will award the Contract to the successful bidder on the basis of Quality Cost base selection (QCBS) as discussed in IB.26.2. The contract of the project will be subject to "Force Majure" provisions of PEC.

### **IB.31 Employer's Right to Vary Quantities**

- 31.1 Employer reserves the right at the time of award of Contract to increase by upto 15% the quantity of goods and services specified in the Schedule of Prices without any change in the unit price or other terms and conditions.

### **IB.32 Employer's Right to Accept any Bid and to Reject any or all Bids**

- 32.1 Notwithstanding Clause IB.30, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection shall upon request be communicated, to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

### **IB.33 Notification of Award**

- 33.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 33.2 The Letter of Acceptance and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.
- 33.3 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful and return their bid securities.

### **IB.34 Performance Security**

- 34.1 The successful bidder shall furnish to the Employer a Performance Security equal to 10% of the contract amount in the form of bank guarantee within a period of twenty eight (28) days after the receipt of Letter of Acceptance. The performance security will be refunded after satisfactory completion of defect liability period (DLP) / completion of contract. However, the contract will be legally bound through an affidavit on stamp paper of requisite amount as to the warranty of all the components of the ICT system as laid down in bidding document even after DLP, failing which Cadet College Larkana reserves the right to black list the firm/contractor.
- 34.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.34.1 or Clause IB.35 or Clause IB.43 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

### **IB.35 Signing of Contract Agreement**

- 35.1 Within Seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send to the successful bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Employer.
- 35.2 The formal Agreement between the Employer and the successful bidder shall be executed within fourteen (14) days of the receipt of such Form of Contract Agreement by the successful bidder from the Employer.

## **G. ADDITIONAL INSTRUCTIONS**

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

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

### **IB.37 Contract Documents**

- 37.1 The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents.

### **IB.38 Sufficiency of Bid**

- 38.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices. Except insofar as it is otherwise expressly provided in the Contract, the rates and prices entered in the Schedule of Prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

### **IB.39 One Bid per Bidder**

39.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified and bids submitted by him shall not be considered for evaluation and award.

**IB.40 Bidder to Inform Himself**

40.1 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works. This shall include but not be limited to the following:

- (a) inquiries on Pakistani Income Tax/Sales tax.
- (b) inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department.
- (c) information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
- (d) investigations regarding transport conditions and the probable conditions which will exist at the time the Goods will be actually transported.

**IB.42 Local Conditions**

42.1 Bidder must verify and supplement by his own investigations the information about site and local conditions. However, Employer will assist the Bidder wherever practicable and possible.

**IB.43 Integrity Pact**

The Bidder shall sign and stamp the Integrity Pact provided at Schedule-H to Bid in the Bidding Document for Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bid non-responsive.

## UNDERTAKING

I, \_\_\_\_\_, CNIC No. \_\_\_\_\_, [Position]\_\_\_\_\_ of M/s [Company Full Name & Address], do hereby solemnly affirm that our company has provided 2 % bid security in shape of CDR no: \_\_\_\_\_ dated: \_\_\_\_\_ issued by [Bank] \_\_\_\_\_. The CDR has been prepared in favor of Principal & Project Director, Cadet College Larkana, Airport Road Larkana against our financial bid for the project **Information & Computing Technology and Security System at Cadet College Larkana.**

I declare that the contents of this undertaking are true to the best of my knowledge and belief.

Dated: \_\_\_\_\_

Deponent: \_\_\_\_\_  
[Name and Signature]

**Appendix A to  
Instructions to Bidders**

**NAME OF ELIGIBLE COUNTRIES**

[As per list allowed by Government of Pakistan]

**Appendix B to  
Instructions to Bidders**

**EVIDENCE OF BIDDER'S CAPABILITY**

[Note: Bidders to provide the following information with the bid separately and indicate herein its references where this information is available.]

Sr.No.	Information to be Supplied	Bid References
1.	Name of bidder, business address and country of incorporation.	
2.	Type of firm whether individually owned, partnership, corporation or joint venture and the names of its owners or partners.	
3.	The annual reports or qualification statements giving general description of the firm, sort of business carried out, balance sheets, profit and loss statements, turn over and business done by the firm, duly authenticated, for the last three (3) years. Audited Balance Sheets for the preceding 3 years and projected assets and liabilities for the next 2 years shall be provided.	
4.	Location and address of manufacturing facilities.	
5.	Full description of factories owned and the annual manufacturing capacities of various items made therein.	
6.	Details of the factory or factories where the offered equipment is proposed to be manufactured. This description should include the facilities and capacities of the particular factories including testing facilities and the processes used in manufacturing and testing. Where parts or components are purchased from outside, the details of equipment purchased and the names and experience record of the suppliers.	

Sr.No.	Information to be Supplied	Bid References
7.	Detailed description of the quality control testing and research facilities. If the equipment is manufactured under license, the name of the licensor and details of the licensing arrangements, such as the duration of the license, the facilities provided to the bidder by the licensor and whether future improvements are available or not etc. A copy of the license agreement may be attached.	
8.	Names, qualifications and experience of the key technical personnel.	
9.	The time since the manufacturer has been in this business and the time since he has been doing work of similar nature.	
10.	The time since the particular equipment offered has been manufactured and the time for which it has been in service. The manufacturer shall have the following experience.  _____ _____ _____	
	(List the equipment and experience required)	
11.	Reference lists of similar works done by the bidder in its country and abroad indicating the name of customer, description and quantity of product, year of supply and the approximate value.	
12.	Details of projects under execution and future contractual commitments (for each partner, in case of a joint venture).	
13.	Banking reference, names of banks and addresses may be given to whom reference regarding financial capability of the bidder may be made, with authority to make inquiries from the bidder's bankers and clients regarding any financial and technical aspects (for each partner, in case of a joint venture).	

Sr.No.	Information to be Supplied	Bid References
14.	Information on any litigation or arbitration resulting from contracts completed or under execution by the bidder over the last ten (10) years. The information shall indicate the parties concerned, the matter of dispute, the disputed amounts and the result thereof (for each partner, in case of a joint venture).	

**Appendix C to  
Instructions to Bidders**

**Domestic Goods (Value added in Pakistan) N/A**

[Bidders claiming eligibility for domestic preference should fill in for supply items only, all columns hereunder and provide necessary documentation to substantiate their claim]

Sr. No.	Description of Indigenous Goods	Unit	Qty	Total Price of Goods Ex-Factory (Pak Rs.)	Domestic value added in the manufacturing cost as percentage of Ex-Factory Price	Amount of value addition (Pak Rs.)
1	2	3	4	5	6	7
<b>N/A</b>						
Total in columns 5 & 7						

**Computations:**

- |  |              |
|--|--------------|
| A. Total amount of Value Addition (from Col.7)             | Rs _____     |
| B. Total Ex-Factory Price of Indigenous Goods (from Col.5) | Rs _____     |
| C. Total DDP Price of imported supply items                | Eqv.Rs _____ |
| D. Total Price of supply items [B+C]                       | Eqv.Rs _____ |
| E. % of value addition = [(A/D)x100]                       | _____ %      |
| F. Domestic Preference =(15,20 or 25)% of B                | Rs _____     |

### **III- FORM OF BID AND SCHEDULES TO BID**

**FORM OF BID**  
**(LETTER OF OFFER)**

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

\_\_\_\_\_  
\_\_\_\_\_  
(Name of Works)

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Drawings, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of \_\_\_\_\_ hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price as indicated in the Schedule of Prices placed in our Technical Bid envelop.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith 2% Bid Security (placed in our Financial Bid envelop) drawn in your favor or made payable to you and valid for a period twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the whole of the Works comprised in the Contract within the time(s) stated in Preamble to the Conditions of Contract.
5. We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to Sub Clause 10.1 of Particular Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly

authorized to sign bids for and on behalf of \_\_\_\_\_

(Name of Bidder in Block Capitals)  
(Seal)

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

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

(Name) \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

**SCHEDULES TO BID INCLUDE THE FOLLOWING:**

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

**SCHEDULE – A TO BID**

**WORK TO BE PERFORMED BY SUBCONTRACTORS**

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

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

**N/A**

**Note:**

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

## **SCHEDULE – B TO BID**

### **PROPOSED PROGRAMME OF WORKS**

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

**SCHEDULE – C TO BID**

**DEVIATIONS  
FROM  
TECHNICAL PROVISIONS**

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

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

[Note: Attach additional sheets, if necessary]

**SCHEDULE – D TO BID**

**DEVIATIONS  
FROM  
CONTRACTUAL CONDITIONS**

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

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

[Note: Attach additional sheets, if necessary]

## **SCHEDULE – E TO BID**

### **METHOD OF PERFORMING WORKS**

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

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

## **SCHEDULE – F TO BID**

### **PROPOSED ORGANISATION**

The bidder shall list in this Schedule the key personnel he will employ from Head office and from Site office to direct and execute the Works, together with their names, qualifications, experience, positions held and their nationalities.

- Head Office:
  
- Site Office:
  - Contractor's Representative
  - Site Superintendent
  - Supervising Engineer
  - Plant Erectors
  - Construction Supervisors
  - Other Key Staff

The CVs of key personnels to be furnished in the format given below.

### Curriculum Vitae Format for Key Personnel

1. Proposed Position :
2. Name of Staff :
3. Profession :
4. Date of Birth :
5. Years with Firm :
6. Nationality :
7. Membership in Professional Societies:
8. Education :
9. Key Qualification :
10. Employment Record :
11. Languages

Language	Speaking	Reading	Writing

**SCHEDULE – G TO BID**

**(INTEGRITY PACT)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....

Signature: .....

[Seal]

Name of Seller/Supplier: .....

Signature: .....

[Seal]

## **IV- SCHEDULE OF PRICES**

## 1. PREAMBLE TO SCHEDULE OF PRICES

### 1. General

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

### 2. Description

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

### 3. Units & Abbreviations

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

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

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

#### 4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the work set forth or implied in the Contract.
- 4.2 Unless otherwise stipulated in the Conditions of Contract, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 Price will be inclusive of all duties, taxes and other levies payable by the Contractor under the Contract. Sales tax to be paid.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

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

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

The Contractor shall be responsible to make complete arrangements for the transportation of the equipment to all selected houses.

The bidder shall be deemed to have included all clearing, forwarding and other incidental costs in this regard in his bid.

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

#### 5. Bid Prices

**The price offered by bidder shall be inclusive of all prevailing taxes & duties, inland transportation to designated sites, installation, testing, commissioning and training to local as well as **five years warranty**.**

**Below clause is not applicable. The bid price should be on Turn-key basis.**

5.1 Break-up of Bid Prices (N/A)

The various elements of Bid Prices shall be quoted as detailed below:

a) FOB Port of Shipment

The bidder shall quote prices for FOB Port of Shipment for all individual items and for each sub-total of Plant, Erection Equipment and Spare Parts to be supplied from outside Pakistan on FOB (Port of Shipment) basis. The FOB Port of Shipment price shall include the cost of the following:

- i) Design, manufacture, finishing, factory testing, packing for transport and all transportation costs incurred in placing the Plant, Erection Equipment and Spare Parts and other materials on board the vessel.
- ii) Provision of clean on-board bills of lading.
- iii) Export taxes, fees or charges levied on exporting Plant, Erection Equipment and Spare Parts and other materials in the country of origin, in the case of Plant imported to Pakistan.
- iv) Provision of certificates of origin, consular invoices (if required) or any other documents issued in the country of origin.

b) Insurance & Shipping

i) Insurance

The bidder shall quote prices for insurance cover from ex-factory/ ex-works to the Site for the sub-totals of the Plant, Erection Equipment, Spare Parts and other materials to be imported for the Contract. Such prices shall include all insurance costs covering the responsibility for all loss or damages while loading, unloading, storing and trimming on board or on inland carrier and transportation to Site.

The prices for transportation/marine insurance cover shall be quoted on the basis of insurance through insurers from any country (is) of the world acceptable to the Employer.

ii) Shipping

The bidder shall quote prices for shipping from port of shipment to the port of entry in Pakistan for the sub-totals of the Plant, Erection Equipment, Spare Parts and other materials to be imported for the Contract in Pakistan. Such prices shall include all marine transportation costs including ocean freight and other

charges, etc.

The prices for shipping/marine transportation shall be quoted for shipment through reputed shipping lines including Pakistan National Shipping Corporation (PNSC).

Cost of shipment(s) effected by the Contractor at his option by aircraft shall be deemed to be included in the Total Bid Price.

c) CIF (Pakistan Seaport) Price

CIF (Pakistan Seaports) price will be the total of FOB price, insurance and shipping prices, described hereabove.

d) Customs Duties

Customs duty for Plant, Erection Equipment, Spare Parts and other materials, if any, offered from outside Pakistan shall also include sales tax, import duty and other import charges.

e) DDP (Pakistan Seaport) Price

DDP (Pakistan Seaport) price will be the total of CIF price and customs duties, described hereabove.

f) Ex-factory Price for Local Goods

The bidder shall quote prices for Local Goods, materials (other than materials required for civil works such as concrete and reinforcement etc. Cost of which will be included in the price of civil works) and equipment in the relevant column of Ex-Factory (Pakistan) of "Schedule of Prices". Such prices shall include:

- i) Design documentation, drawings, drafting, planning services, manufacturing, testing and packing of finished goods ready for delivery to Site.
- ii) All custom duties, sales tax and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of Local Goods, materials and equipments.

g) Insurance of Local Goods

Insurance of Local Goods and other materials from factory to Site shall include all insurance costs covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to Site. Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility. The cost of insurance shall be quoted on the basis of insurance through National Insurance Company

(NIC) of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

h) Local Transport

Inland transportation for the Plant, Erection Equipment and Spare Parts shall be the Contractor's responsibility in respect of:

- i) the Plant, Erection Equipment, Spare Parts and other materials offered from outside Pakistan; from the port of entry in Pakistan to the storage area at the Site, and
- ii) indigenous Plant, Erection Equipment, Spare Parts and other materials if any, offered from within Pakistan; from the factory in Pakistan to the storage area at the Site, and

all charges occurring therefrom including octroi, zila tax, fees etc. and charges for loading, forwarding and unloading expenses shall be borne by the Contractor. Unloading at the Site, handling of the Plant, Erection Equipment, Spare Parts and other materials to the designated point of Site storage, checking and verifying all shipments received against shipping documents, issue of all receiving reports and issues of damage reports (when applicable) shall be the Contractor's responsibility.

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

iii) Erection & Other Work

The bidder shall quote prices for Erection & Other Work (foreign and local currency portion) for the sub-totals of the Plant at the Site. Such prices shall include the costs of handling of the Plant and other materials from Site storage to point of final installation, erection, installation, testing, commissioning including all inspection, reliability tests, the cost of foreign and local erection staff and labor, tools and equipment, etc. It shall also cover the services of qualified representative(s) of the supplier(s) of Plant or adviser(s) to assure proper erection and commissioning of the Plant. The price shall also include cost of arranging insurances in respect of Contractor's operations in Pakistan which insurances shall be effected by the Contractor with the National Insurance Company (NIC) of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

## 5.2 Total Bid Price (N/A)

The total of bid prices under foreign currency and local currency columns in the Schedule of Prices shall be entered in the Summary of Bid Prices. The unit rates and prices and lump sum amount entered in the Schedule of Prices will be the rates at which the Contractor will be paid, and shall be deemed to be the full inclusive value of the work including all costs of performing the Works such as overheads, income tax, super tax, profits, costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract except for the amounts reimbursable, if any, to the Contractor under the Contract. The rates shall also include Contractor's cost for providing Performance Security and other Bank Guarantees required for performance of the Contract.

## 6. Erection and Testing Equipment and Maintenance Tools (N/A)

6.1 In the Schedule of Prices, under Erection and Testing Equipment & maintenance tools the Employer has drawn up a list of Erection and Testing Equipment and Maintenance Tools along with estimated quantities. The bidder shall enter the price only in FOB price column for all individual items and shall give the break-up of the prices into FOB Port of Shipment, Shipping to wharf at the port of entry in Pakistan, Insurance to Site and Local Transport in Pakistan against each sub-total. These Erection and Testing Equipment and Maintenance Tools shall be furnished and the cost included in the Bid Price.

The Employer shall have the option of ordering additional quantities of these essential Erection and Testing Equipment and Maintenance Tools, at the unit rates entered in the Schedule of Prices no later than one year after the Commencement Date.

The unit rate for any item shall be computed by dividing the total amount by the quantity of that item.

6.2 The bidder shall also list, in the space provided in the Schedule of Prices, Additional Recommended Erection and Testing Equipment and Maintenance Tools, any Erection and Testing Equipment and Maintenance Tools which he recommends be provided for the Works, in addition to those already specified by the Employer in the Schedule of Prices. The bidder shall enter against each such item, its recommended quantity, and price. The cost of such Additional Recommended Erection and Testing Equipment and Maintenance Tools will not be taken into account in the evaluation of bids.

The Additional Recommended Erection and Testing Equipment and Maintenance Tools may be selected by the Engineer/Employer and the Contract Price will be adjusted in accordance with the prices set against those items in the Schedule of Prices.

## 7. Spare Parts (N/A)

7.1 In the Schedule of Prices, under Spare Parts, the Employer has drawn up a list

of spare parts along with estimated quantities. The bidder shall enter the price only in FOB price column for all individual items and shall indicate the break-up of price into FOB Port of Shipment, Shipping to wharf at the port of entry in Pakistan, Insurance to Site and Local Transport in Pakistan against each sub-total. These spare parts shall be furnished and the cost included in the Bid Price.

The successful Bidder shall prepare and at the time of preparation of Letter of Acceptance submit to the Employer the unit rates of all individual items of the spare parts. The unit rates of the spare parts for the required quantities shall give a total cost equal to the amount entered in the Schedule of Price for spare parts.

The Employer shall have the option of ordering additional quantities of these essential spare parts, at the unit rates entered in the Schedule of Prices, no later than one year after the Commencement Date.

The unit rate for any item shall be computed by dividing the total amount by the quantity of that item.

- 7.2 The Bidder shall also list in the space provided in the Schedule of Prices any Spare Parts which he recommends be provided for the Works, in addition to those specified by the Employer in the Schedule of Prices. The Bidder shall enter against each such item, its recommended quantity, rate and price. The cost of such Additional Recommended Spare Parts will not be considered in the evaluation of bids.

The Additional Recommended Spare Parts may be selected by the Engineer/ Employer and the Contract Price will be adjusted in accordance with the prices set against those items in the Schedule of Prices.

## **8. Reimbursable Costs (N/A)**

- 8.1 If provided in the Particular Conditions of Contract, the Contractor shall be reimbursed the actual amounts (without any overhead charges and profits) disbursed by him in respect of non-exempt Pakistani customs, import duties, and taxes, levied upon Plant, Erection Equipment and Spare Parts imported directly by him or his subcontractors into Pakistan for the purpose of this Contract for incorporation in the Works.

- 8.2 The bidder shall recognize such elements of the costs which he expects to incur in the performance of the Works and which are reimbursable, and he shall not include any such costs in the rates and amounts entered in the Schedule of Prices.

## **9. Provisional Sums (N/A)**

- 9.1 Provisional Sums included and so designated in the Schedule of Prices if any,

shall be expended in whole or in part at the direction and discretion of the Employer/ Engineer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Employer/Engineer to utilize such sums.

## DAYWORK SCHEDULE (N/A)

### 1. General

- 1.1 Work shall not be executed on a Day work basis except by written Order of the Engineer. The rates for Day work items entered in the Schedule of Prices shall apply to any quantity of Day work ordered by the Engineer. Nominal quantities have been indicated against each item of Day work, and the extended total for Day work shall be carried forward as a provisional sum to the Summary of Bid Prices. (N/A)

### 2. Day work – Labor (N/A)

- 2.1 In calculating payments due to the Contractor for the execution of Day work, the hours for labor shall be reckoned from the time of arrival of the labor at the job Site to execute the particular item of Day work to the time of departure, but excluding meal breaks and rest periods. Only the times of classes of labor directly doing work ordered by the Engineer and for which they are competent to perform shall be measured.

The time of Plant Erectors or other expatriate supervisory personnel shall not be measured unless their time on Site is extended by Variation Order. The rates entered by the Bidder for these categories shall be daily rates inclusive of all allowances and overheads.

- 2.2 For labor other than Plant Erectors or other expatriate supervisory personnel, the Contractor shall be entitled to payment in respect of the total time that labor is employed on Day work, calculated at the basic rates entered by him in the Schedule of “Day work Rates – Labor” together with an additional percentage payments on basic rates representing the Contractor's profit, overheads, etc., as described below:

- a) The basic rates for labor shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labor, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labor for social benefits in accordance with Pakistan Labour laws. The basic rates will be payable in Pak. Rupees only, and
- b) The additional percentage payment to be quoted by the Bidder and applied to costs shall be deemed to cover the Contractor's overheads, profits, superintendence, liabilities and insurances and allowances to labor, timekeeping and clerical and office work, the use of consumable stores, water, lighting and power; the use and repair of staging, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in foreign currency and local currency at the percentages entered in the Day work Schedule.

2.3 Rates entered in the Day work Schedule shall apply to labor of trade and qualification as described and to labor of other trades with similar skill and qualification.

**3. Day work - Contractor's Equipment (N/A)**

3.1 The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on Day work at the basic rental rates entered by him in the "Schedule of Day work Rate - Contractor's Equipment". The said rates shall be deemed to include complete allowance. for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants and other consumables and all overheads, profit and administrative costs related to the use of such equipment.

3.2 In calculating the payment due to the Contractor for Contractor's Equipment employed on Day work, only the actual number of working hours will be eligible for payment, except that, where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on Day work and the time for the return journey thereto shall be included for payment.

3.3 The rental rates for Contractor's Equipment employed on Day work shall be stated in Pakistani Rupees but payments to the Contractor will be made in local and foreign currencies according to the rates entered in the Schedule.

**4. Day work-Materials (N/A)**

4.1 The Contractor shall be entitled to the following payments in respect of materials used for Day work (except for materials for which the cost is included in the percentage addition to labor costs) which are actually incorporated into the Works:

a) The net cost of such materials delivered to warehouse or work yard area or storage area at the Site. Such cost shall be calculated by the Contractor on the basis of the invoiced price and freight and insurance as certified by the Engineer on the basis of invoices produced.

b) Percentage addition, in local and/or foreign currency, of such net cost of materials to cover the Contractor's handling charges, overheads and profits.

4.2 Payment of the net cost to the Contractor of Day work materials shall be made in the same currency as the invoice. Payment of the addition for handling charges, overheads and profit shall be in local and/or foreign currency as entered in the Schedule of Day work - Materials.

**2. (a) SCHEDULE OF PRICES – SUMMARY OF BID PRICES**

<b>Item no.</b>	<b>Description</b>	<b>Total lump-sum Price</b>
2(A)	Design, Procurement, Supply, Installation, Deployment, Testing and Commissioning of Information & Computing Technology and Security System at Cadet College Larkana (Based on BoQs) on Turn-key basis. Including 05 years warranty period	
Total Bid Price (In Words)		

(Note: Total Price, in Pak Rupees, shall be provided in figures as well as in words)

**V- PREAMBLE  
TO  
CONDITIONS OF CONTRACT**

## PREAMBLE TO CONDITIONS OF CONTRACT

[This Preamble must be completed before issuance of Bidding Documents and shall contain essential requirements of General Conditions of Contract & Particular Conditions of Contract.]

<b>Commencement Date</b>	Sub-Clause 1.1.1.(i) The date for commencement of the Works is the date of signing of the contract agreement.
<b>Defect Liability Period</b>	Sub-Clause 1.1.11 The Defect Liability Period is one (01) year.
<b>The Employer</b>	Sub-Clause 1.1.12. <u>Principal &amp; Project Director,</u> <u>Cadet College Larkana, Airport Road</u> <u>Larkana.</u> <u>Phone 074-4080091-93</u> <u>Fax # 074-4080460</u> <u>E-mail: info@ccl.edu.pk</u> <u>www.ccl.edu.pk</u>
<b>Time for Completion</b>	Sub-Clause 1.1.35. The Time for Completion is 09 months from the Contract signing date.
<b>Warranty Period</b>	Sub-Clause 1.1.40. The Warranty Period is 05 year for overall installed system. Bidder shall mention useful-life of the all component. Any problem during useful life, the contractor will be responsible to remove problem.
<b>Engineer's Duties &amp; Authorities</b>	Sub-Clause 2.1 Amount of Variation Order in emergency is with the consultation of the Engineer.
<b>Confirmation in Writing</b>	Sub-Clause 2.6 (i) If the Contractor shall require the confirmation it shall be notified to the Engineer within 07 days. (ii) Engineer shall confirm the decision/instruction within 07 days.
<b>Ruling Language</b>	Sub-Clause 5.1. The version in English language (ruling language) shall prevail.
<b>Day to Day Communications</b>	Sub-Clause 5.2. The language for day to day communications is English
<b>As-Built Drawings</b>	Sub-Clause 6.10 As-Built drawings shall be provided to the Engineer within 7 days from the date of issue of Taking Over Certificate.
<b>General Obligations</b>	Sub-Clause 8.1 Detail of Erection and Testing Equipment and Maintenance Tools is given herein below:
<b>Programme to be Furnished</b>	Sub-Clause 12.1. The Programme must be submitted to the Engineer in written.

**Electricity Water, Gas and Other Services** The Contractor shall be responsible for making his own arrangements for adequate supply of electricity, water, gas and other services required for the effective performance of his obligations under the contract.

**Employer's Equipment** Sub-Clause 14.4. (N/A)

**Time for Completion** Sub-Clause 25.1  
Completion Period : 09 months

**Delay in Completion** Sub-Clause 27.1.  
Failure to complete the works, or any part thereof within the time stated in Sub Clause 25.1, shall entitled the Employer for deduction in contract price as follows  
2% deduction per month of late delivery subject to maximum of 10% deduction on account of late delivery.

**Terms of Payment** Sub-Clause 33.1.  
In addition to the provisions under Clause 33, the terms of payment shall be as stated in Particular Conditions of Contract.

**Payment** Sub-Clause 33.5  
Period of Payment by Employer to Contractor: After installation of contracted quantity:

**Payment in Foreign Currencies** Sub-Clause 35.1.  
Payment in foreign currencies shall be arranged as follows: N/A

<b>Notices to Employer</b>	Sub-Clause 49.2. The address of the Employer for notices is: <u>Principal &amp; Project Director,</u> <u>Cadet College Larkana,</u> <u>Airport Road Larkana.</u> <u>Phone 074-4080091-93</u> <u>Fax # 074-4080460</u> <u>E-mail: info@ccl.edu.pk</u> <u>www.ccl.edu.pk</u>
<b>Disputes &amp; Arbitration</b>	Sub-Clause 50.4 Venue of Arbitration Larkana, Pakistan.
<b>Applicable Law</b>	Sub-Clause 51.1. The applicable law is Government of Pakistan Law/ Government of Sindh Law.
<b>Procedural Law for Arbitration</b>	Sub-Clause 51.2. The procedural law for arbitration is as per arbitration law of Pakistan.
<b>Language and Place of Arbitration</b>	Sub-Clause 51.3. The language of arbitration is English language. The place of arbitration is Larkana, Pakistan.

## **VI- GENERAL CONDITIONS OF CONTRACT**

## [Notes on the Conditions of Contract]

The Conditions of Contract comprise two parts:

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

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

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

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

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

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

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

**(Mandatory Provisions- not to be amended/substituted except where indicated by PEC)**

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

- 1.1 Definitions
- 1.6 Cost, Overhead Charges and Profit
- 2.1 Engineer's Duties
- 2.6 Confirmation in Writing
- 2.7 Disputing Engineer's Decisions and Instructions
- 2.8 Replacement of Engineer
- 2.9 Engineer Not Liable
- 4.2 No Contractual Relation between Sub contractor and the Employer
- 5.3 Priority of Contract Documents
- 5.4 Documents Mutually Explanatory
- 6.2 Consequences of Dis-approval of Contractor's Drawings
- 6.6 Operation and Maintenance Manuals
- 6.9 Manufacturing Drawings
- 6.10 "As Built" Drawings
- 8.1 General Obligations
- 10.1 Performance Security
- 10.3 Claims under Performance Security
- 10.4 Performance Security Binding on Variations and Changes
- 12.1 Programme to be Furnished
- 12.4 Monthly Progress Report
- 12.5 Daily Job Record
- 13.1 Contractor's Representative
- 13.3 Language Ability of Superintending Staff of Contractor
- 13.4 Employment of Local Personnel
- 14.1 Contractor's Equipment
- 14.2 Safety Precautions
- 14.3 Electricity, Water and Gas
- 14.4 Employer's Equipment
- 14.8 Information for Import Permits and Licenses
- 15.2 Compliance with Laws
- 16.4 Photographs of Works and Advertisement Prohibited
- 16.5 Training of Employer's Staff
- 17.4 Consents and Way Leaves
- 17.5 Import Permits and Licenses
- 18.1 Engagement of Labor
- 18.5 Employment of Persons in the Service of Others
- 18.6 Alcoholic Liquor or Drugs

- 18.7 Arms and Ammunition
- 18.8 Festivals and Religious Customs
- 18.9 Disorderly Conduct
- 18.10 Records of Safety and Health
- 18.11 Reporting of Accidents
- 18.12 Compliance by Sub-Contractors
- 19.1 Manner of Execution
- 19.3 Uncovering Work
- 19.4 Use of Pakistani Materials
- 24.1 Cost of Suspension
- 24.4 Resumption of Work
- 25.1 Time for Completion
- 26.1 Extension of Time for Completion
- 26.3 Earlier Completion
- 26.4 Rate of Progress
- 27.1 Delay in Completion
- 28.7 Consequences of Failure to pass the Tests on Completion
- 30.4 Extension of Defects Liability Period
- 30.5 Failure to Remedy Defects
- 30.13 Unfulfilled Obligations
- 31.1 Engineer's Right to Vary
- 31.5 Record of Costs
- 31.6 Day work under Variation Order
- 31.7 Value Engineering
- 33.1 Terms of Payment
  - 33.1.1 Retention of Payment
  - 33.1.2 Payment Where Taking Over Certificate Issued for Section or Portion of Works
- 33.3 Method of Application
- 33.5 Payment
- 33.6 Delayed Payments
- 33.8 Payment by Measurement
- 33.12 Withholding of Payment
- 35.1 Payment in Foreign Currencies
- 35.2 Currency Restrictions
- 35.3 Rates of Exchange
- 36.4 Payment Against Provisional Sums
- 37.2 Employer's Risks
- 39.2 Loss or Damage Before Risk Transfer Date
- 39.4 Duty to Minimize Delay
- 40.2 Employer's Liability

- 42.2 Maximum Liability
- 42.6 Foreseen Damage
- 43.1 The Works (Insurance)
- 43.2 Contractor's Equipment
- 43.3 Third Party Liability (Insurance)
- 43.7 Remedies on the Contractor's Failure to Insure
- 43.9 Currency of Insurance
- 43.10 Contractor to Notify
- 43.11 Procurement of Insurance Policies
- 44.6 Damage Caused by Force Majeure
- 44.8 Payment on Termination for Force Majeure
- 44.10 Force Majeure Affecting Engineer's Duties
- 45.2 Contractor's Default
- 45.6 Integrity Pact
- 46.1 Employer's Default
- 46.3 Payment on Termination for Employer's Default
- 47.1 Labor, Materials and Transport
- 48.1 Customs and Import Duties
- 48.3 Port Charges and Port Congestion
- 49.1 Notice to Contractor
- 50. Disputes & Arbitration

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

### **1.1 Definitions**

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

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

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

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

### **Sub-Clause 1.1.3**

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

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

The text of Sub-Clause 1.1.5 is deleted and substituted by the following:

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

### **Sub-Clause 1.1.11**

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

### **Sub-Clause 1.1.15**

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

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

### **Sub-Clause 1.1.23**

The following paragraph is added:

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

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

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

### Sub-Clause 1.1.33

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

The following Sub-Clauses are added:

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

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

1.1.40 “Warranty Certificate” means the certificate against specified goods/equipment, for the period mentioned in the Preamble to Conditions of Contract, to be issued by the Contractor that the goods/equipment supplied under the Contract are new, unused and incorporate all recent improvements in design and materials unless provided otherwise in the Contract and that the Contractor will be responsible for making good or replacing any defective goods/equipment during the Warranty Period specified in the Preamble to Conditions of Contract which should commence after expiry of Defect Liability Period.

### Sub-Clause 1.1.41

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

### Sub-Clause 1.6 Cost, Overhead Charges and Profit

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

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

### Sub-Clause 2.1 Engineer’s Duties

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

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

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

- (a) approval of Subcontractor under Sub-Clause 4.1,
- (b) certifying additional sums under Sub-Clause 5.4,
- (c) certifying additional costs under Sub-Clauses 11.3 & 12.3,
- (d) certifying any cost under Sub-Clause 14.6,
- (e) approval of extension of time under Clause 26,
- (f) issuing a Taking-Over Certificate under Sub-Clause 29,
- (g) issuing a Defects Liability Certificate under Sub-Clause 30.11,
- (h) issuing a Variation Order under Clause 31,
- (i) fixing rates or prices under Clauses 31 and 34,
- (j) certifying additional costs under Sub-Clause 44.5 and
- (k) certifying additional costs under Sub-Clause 47.2;

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

Except as expressly stated in the Contract the Engineer shall have no authority to

relieve the Contractor of any of his obligations under this Contract.”

Sub-Clause 2.6 Confirmation in Writing

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

Sub-Clause 2.7 Disputing Engineer’s Decisions and Instructions

The following text is deleted:

“If either party ..... in accordance with the Contract.”

Sub-Clause 2.8 Replacement of Engineer

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

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

Sub-Clause 2.9 Engineer Not Liable

Sub-Clause 2.9 is added as follows:

“Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of remaining materials and equipment for the Works and parts thereof and complete the remaining erection works and testing and commissioning in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under this Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any of the works. However the Contractor shall be compensated if any loss/damage is occurred due to the decision of the Engineer.”

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

Sub-Clause 4.2 is added as follows:

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

Sub-Clause 5.3 Priority of Contract Documents

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

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

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

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

Sub-Clause 5.4 Documents Mutually Explanatory

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

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

Full stop is deleted and the following words are added at the end of Sub-Clause:

“for the approval of the Engineer. However, the Contractor shall not be entitled for time extension on this account.”

Sub-Clause 6.6. Operation and Maintenance Manuals

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

“The Operation and Maintenance Manuals shall include full instructions for the operation, servicing and maintenance of the Plant, not only during the period of the Contractor's liability but more particularly during its operating life.

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

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

The maintenance data shall include complete instructions for routine checks,

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

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

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

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

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

#### Sub-Clause 6.9 Manufacturing Drawings

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

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

#### Sub-Clause 6.10 “As-Built” Drawings

The following new Sub-Clause is added:

The Contractor shall furnish to the Engineer six (6) copies and one (1) reproducible of approved quality of all “As-Built” drawings within the period mentioned in the Preamble to Conditions of Contract.

#### Sub-Clause 8.1 General Obligations

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

- “(a) The Contractor shall commence the work on the date specified in the Preamble to Conditions of Contract and shall proceed with the same with due expedition and without delay.
- (b) The Contractor shall, in accordance with the Contract, with due care and diligence, complete the Works and test and commission the Plant and carry out the Works within the Time for Completion. The Contractor shall also

provide all necessary Contractor's Equipment, superintendence, labor and except as stated herein below, all necessary facilities therefor.

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

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

#### Sub-Clause 10.1 Performance Security

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

“The Contractor shall provide a Performance Security in the prescribed Form annexed to these Documents. The said Security shall be furnished by the Contractor within 28 days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to 10 percent of the Contract Price in the currency (is) of the Contract at the option of the bidder, in the form of Bank Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR.”

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

#### Sub-Clause 10.3 Claims under Performance Security

Sub-Clause 10.3 is deleted in its entirety.

The following Sub Clause is added:

#### Sub-Clause 10.4 Performance Security Binding on Variations and Changes

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

#### Sub-Clause 12.1 Programme to be Furnished

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

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

- (i) Employment of local and expatriate labor of various categories,

- (ii) Local material procurement,
- (iii) Material imports, if any.”

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

#### Sub-Clause 12.4 Monthly Progress Report

The following Sub-Clause 12.4 is added:

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

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

#### Sub-Clause 12.5 Daily Job Record

The following Sub Clause 12.5 is added:

“During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested.

The daily record shall include particulars of weather conditions, number of men working, in different categories, deliveries of materials, quantity, location and assignment of equipment.”

#### Sub-Clause 13.1 Contractor's Representative

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

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

### Sub-Clause 13.3 Language Ability of Superintending Staff of Contractor

The following Sub-Clause 13.3 is added:

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

### Sub-Clause 13.4 Employment of Local Personnel

The following Sub-Clause 13.4 is added:

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

### Sub-Clause 14.1 Contractor's Equipment

Replace the word “or” at the end of Sub-paragraph (a) by the word “and” and insert the following at the end of Sub-paragraph (b):

“which shall not be unreasonably withheld.”

### Sub-Clause 14.2 Safety Precautions

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

“In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the safety requirements of the Government of Pakistan with such modifications thereto as the Engineer may 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 make, maintain, and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.”

### Sub-Clause 14.3 Electricity Water and Gas

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

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

#### Sub-Clause 14.4 Employer's Equipment

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

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

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

#### Sub-Clause 14.8 Information for Import Permits & Licences

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

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

#### Sub-Clause 15.2 Compliance with Laws

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

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

#### Sub-Clause 16.4 Photographs of Works and Advertisement Prohibited

Sub-Clause 16.4 is added:

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

#### Sub-Clause 16.5 Training of Employer's Staff

Sub-Clause 16.5 is added:

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

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

#### Sub-Clause 17.4 Consents and Way Leaves

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

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

#### Sub-Clause 17.5 – Import Permits and Licences

The word “Employer” is deleted and substituted by the word “Contractor” and the following is added at the end of Sub-Clause 17.5:  
“the Employer will provide assistance for this purpose.”

#### Sub-Clause 18.1 – Engagement of Labour

At the end of the Clause the following is added:  
“in accordance with the regulations, orders and requirements of the Govt. of Pakistan.”

Sub-Clauses 18.5 to 18.12 are added:

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

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

#### Sub-Clause 18.6 Alcoholic Liquor or Drugs

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

#### Sub-Clause 18.7 Arms and Ammunition

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

#### Sub-Clause 18.8 Festivals and Religious Customs

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

#### Sub-Clause 18.9 Disorderly Conduct

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

#### Sub-Clause 18.10 Records of Safety and Health

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

#### Sub-Clause 18.11 Reporting of Accidents

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

#### Sub-Clause 18.12 Compliance by Subcontractors

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

#### Sub-Clause 19.1 Manner of Execution

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

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

#### Sub-Clause 19.3 Uncovering Work

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

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

#### Sub-Clause 19.4 Use of Pakistani Materials

The following Sub-Clause 19.4 is added:

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

#### Sub-Clause 24.1 Cost of Suspension

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

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

#### Sub-Clause 24.4 Resumption of Work

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

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

#### Sub-Clause 25.1 Time for Completion

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

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

#### Sub-Clause 26.1 Extension of Time for Completion

Sub-Clause 26.1(h) is deleted.

#### Sub-Clause 26.3 Earlier Completion

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

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

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

#### Sub-Clause 26.4 Rate of Progress

Sub-Clause 26.4 is added:

“If for any reason, which does not entitle the Contractor to an extension of time, the

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

#### Sub-Clause 27.1 Delay in Completion

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

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

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

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

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

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

#### Sub-Clause 30.4 Extension of Defects Liability Period

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

#### Sub-Clause 30.5 Failure to Remedy Defects

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

#### Sub-Clause 30.13 Unfulfilled Obligations

New Sub-Clause 30.13 is added as herein below:

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

#### Sub-Clause 31.1 Engineer's Right to Vary

The following is added at the end of second paragraph:

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

#### Sub-Clause 31.5 Record of Costs

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

#### Sub-Clause 31.6 Day work under Variation Order

New Sub-Clause 31.6 is added as given below:

“A Variation Order may provide that work done pursuant thereto shall be executed as Day work. In such case the Contractor shall be paid for such work under the conditions and the rates and prices set out in the Day Work Schedule.”

#### Sub-Clause 31.7 Value Engineering

New Sub-Clause 31.7 is added as given below:

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

### Sub-Clause 33.1 Terms of Payment

(Employer may vary this Sub-Clause)

The following Sub-Clauses are added:

#### Sub-Clause 33.1.1 Retention of Payment

If at any time any payment would fall due for Works or part of Works and, if there shall be any defect in part of such Works in respect of which such payment is proposed, the Employer may retain the whole or any part of such payment. Any sum retained by the Employer pursuant to the provisions of this Clause shall be paid to the Contractor after the said defect is removed.

#### Sub-Clause 33.1.2 Payment Where Taking-Over Certificate Issued for Section or part of Works

If any section or part of the Works shall be taken-over separately under Clause 29 (Taking-Over) hereof, the payments herein provided for on or after Taking-Over shall be made in respect of the section or part taken-over and reference to the price shall mean such part of the price as shall, in the absence of agreement, be apportioned thereto by the Engineer.

### Sub-Clause 33.2 Method of Application

(Employer may vary this Sub-Clause)

### Sub-Clause 33.5 Payment

Sub-Clause 33.5 is deleted and substituted by the following:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 27, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub-Clause 33.10 within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project.

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

### Sub-Clause 33.6 Delayed Payments

The text of Sub-Clause 33.6 is deleted and substituted by the following:

“In the event of the failure of the Employer to make payment within the times stated in Sub-Clause 33.5, the Employer shall pay to the Contractor compensation at the rate of KIBOR+2% for local currency and LIBOR+1% for foreign currency per annum, upon all local currency sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to Contractor's entitlement under Sub-Clause 46.1.”

#### Sub-Clause 33.8 Payment by Measurement

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

#### Sub-Clause 33.12 Withholding of Payment

New Sub-Clause 33.12 is added as given below:

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

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

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

#### Sub-Clause 35.1 Payment in Foreign Currencies

N/A

(Employer may vary this Sub-Clause)

#### Sub-Clause 35.2 Currency Restrictions

N/A

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

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

Sub-Clause 35.3 Rates of Exchange                      N/A

The words “as stated in the Preamble” appearing in 3rd line of Sub-Clause are deleted and substituted by the words “as published or authorized by State Bank of Pakistan”.

Sub-Clause 36.4 Payment against Provisional Sums                      N/A

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

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

Sub-Clause 37.2 Employer's Risks

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

“The Employer's Risks are:

- (a) (Insofar as they relate to Pakistan) war and hostilities (whether war be declared or not), invasion, act of foreign enemies
- (b) (Insofar as they relate to Pakistan) rebellion, revolution, insurrection, military or usurped power or civil war
- (c) ionizing radiation or contamination by radioactivity from any nuclear fuel, radio-active toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof
- (d) pressure waves caused by aircraft travelling at sonic or supersonic speed
- (e) (Insofar as they relate to Pakistan) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors
- (f) use or occupation of the Work or any part thereof by the Employer
- (g) fault, error, defect or omission in the design of any part of the Works by the Engineer, Employer or those for whom the Employer is responsible for which the Contractor has disclaimed responsibility in writing within a reasonable time after the receipt of such design
- (h) the use or occupation of the Site by the Works or any part thereof, or for the purposes of the Contract: or interference, whether temporary or permanent with any right of way, light, air or water or with any easement, way leaves or right of a similar nature which is the inevitable result of the construction of the Works in accordance with the Contract

- (i) the right of the Employer to construct the Works or any part thereof on, over, under, in or through any land
- (j) damage (other than that resulting from the Contractor's method of construction) which is the inevitable result of the construction of the Works in accordance with the Contract
- (k) the act, neglect or omission or breach of contract or of statutory duty of the Engineer, the Employer or other contractors engaged by the Employer or of their respective employees or agents.”

Sub-Clause 39.2 Loss or Damage Before Risk Transfer Date

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

Sub-Clause 39.4 Duty to Minimize Delay

New Sub-Clause 39.4 is added as given below:

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

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

Sub-Clause 40.2 Employer's Liability

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

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

Sub-Clause 42.2 Maximum Liability

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

Sub-Clause 42.6 Foreseen Damage

Sub-Clause 42.6 is deleted in its entirety.

Sub-Clause 43.1 The Works (Insurance)

(Employer may vary this Sub-Clause)

Sub-Clause 43.2 Contractor's Equipment

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

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

Sub-Clause 43.3 Third Party Liability (Insurance)

(Employer may vary this Sub-Clause)

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

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

Sub-Clause 43.9 Currency of Insurance

New Sub-Clause 43.9 is added as given below:

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

Sub-Clause 43.10 Contractor to Notify

New Sub-Clause 43.10 is added as given below:

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

Sub-Clause 43.11 Procurement of Insurance Policies

New Sub-Clause 43.11 is added as given below:

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

Sub-Clause 44.6 Damage Caused by Force Majeure

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

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

Sub-Clause 44.8 Payment on Termination for Force Majeure

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

Sub-Clause 44.10 Force Majeure Affecting Engineer's Duties

Sub-Clause 44.10 is deleted in its entirety.

#### Sub-Clause 45.2 Contractor's Default

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

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

Sub-Clause 45.6 is added as follows:

#### Sub-Clause 45.6 Integrity Pact

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

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

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 45.2 to 45.5 and the payment under Sub-Clause 45.4 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

#### Sub-Clause 46.1 Employer's Default

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

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

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

#### Sub-Clause 49.1 Notice to Contractor

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

“For the purposes of Sub-Clause 49.1 the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.”

## Sub-Clause 50 Disputes & Arbitration

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

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

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

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

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

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

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

from the date of notification of Engineer's decision.

50.4 Any dispute in respect of which:

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

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

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

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

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

## **VIII- STANDARD FORMS**

## STANDARD FORMS

Page No.

Standard Forms include the following:

- Form of Contract Agreement 114
- Form of Performance Security 116  
(Performance Bond in shape of Bank Guarantee)
- Form of Bank Guarantee/Bond for Advance Payment 118

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

## FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, via:
  - (a) The Contract Agreement
  - (b) The Letter of Acceptance
  - (c) The completed Form of Bid
  - (d) The Preamble to Conditions of Contract
  - (e) The Particular Conditions of Contract
  - (f) The General Conditions of Contract
  - (g) The priced Schedule of Prices
  - (h) The completed Schedules to Bid
  - (i) The Specifications
  - (j) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

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

Signature of the Employer

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

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

(Name, Title and Address)

Witness:

\_\_\_\_\_

(Name, Title and Address)

**FORM OF PERFORMANCE SECURITY**  
**(Performance Bond in shape of Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_

Name of Principal (Contractor) with address:

\_\_\_\_\_

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

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

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

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

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

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

We, \_\_\_\_\_ (the Guarantor), waiving all objections and 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.

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

**FORM OF BANK GUARANTEE/BOND FOR ADVANCE PAYMENT**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

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

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

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

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

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

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

This guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

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

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

Witness:

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

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

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

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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

# **IX- SPECIFICATIONS**

## **SPECIAL PROVISIONS (N/A)**

SP-1	WORK BY CONTRACTOR
SP-2	WORK BY OTHERS
SP-3	FACILITIES PROVIDED BY THE EMPLOYER
SP-4	DESCRIPTION OF THE PROJECT
SP-5	ACCESS TO SITE
SP-6	SITE CONDITIONS
SP-7	STANDARDS AND DESIGN
SP-8	DRAWINGS AND INFORMATION
SP-9	INSTRUCTION MANUALS
SP-10	CONTRACTOR TO COOPERATE WITH OTHERS
SP-11	INSTRUCTIONS AND TRAINING OF EMPLOYER'S STAFF
SP-12	ERECTION AND TESTING EQUIPMENT AND MAINTENANCE TOOLS
SP-13	SPARE PARTS
SP-14	PACKING
SP-15	ERECTION MARKS
SP-16	PROGRAMME
SP-17	PROGRESS REPORTS AND MEETINGS
SP-18	PHOTOGRAPHS
SP-19	SECTIONS OF THE WORKS
SP-20	QUALITY ASSURANCE
SP-21	SUBCONTRACTS

- SP-22 INSPECTION AND TESTING
- SP-23 TESTS ON COMPLETION
- SP-24 TAKING OVER
- SP-25 TRANSPORTATION AND HANDLING OF PLANT
- SP-26 DEFECTS AFTER TAKING OVER
- SP-27 DIRECTED AND REQUIRED
- SP-28 PAYMENT FOR WORK REQUIRED BY SPECIAL PROVISIONS
- SP-29 SAFETY AND HEALTH
- SP-30 RATING PLATES, NAMEPLATES AND LABELS

# **X- SPECIFICATIONS**

## **TECHNICAL PROVISIONS (N/A)**

[Note for Preparing the Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all site conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

**XI- DRAWINGS N/A**  
(To be prepared and incorporated by the Employer)