GOVERNMENT OF KHYBER PAKHTUNKHWAIRRIGATION DEPARTMENT



# BID SOLICITATION DOCUMENTS (FOR SOLARIZATION)

**(SINGLE STAGE SINGLE ENVELOP) FOR**

# Name of Scheme: Construction of Flood Protection Work, Irrigation Channel & Ponds and Installation of Solar Irrigation Tube Well in Khyber PakhtunkhwaADPNo.2206-210455.

# Sub Work : Construction of 01 No. Solar Irrigation Tube Well at Chinalai Rabat area in District Dir Lower (Solar System) Rs: 4.77 (Million).

# Issued to

***DIR IRRIGATION DIVISIO NDIR LOWER***

# STANDARDFORMOFBIDDINGDOCUMENTSFOR

**PROCUREMENTOFWORKS**

# (Electrical & Mechanical)

## Available on PEC web site ([www.pec.org.pk](http://www.pec.org.pk)) and PPRA website (www.ppra.org.pk)

**(Harmonized with PPRA Rules)**

## June11,2007



**PAKISTAN ENGINEERING COUNCIL ISLAMABAD**

*DIR IRRIGATION DIVISION DIR*

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**NOTIFICATION NO. 8(60)WR/PC/2008 DATED 12th FEBRUARY, 2008PLANNING& DEVELOPMENTDIVISION**

**GOVERNMENTOFPAKISTAN**

**PREFACE**

1. Pakistan Engineering Council (PEC) being the statutory regulatory body has beenentrustedtoregulatetheengineeringprofessioninPakistan.Ithascarriedoutstandardization of “country specific” documents to regulate and streamline hiring of engineering consultancy services and procurement of works in line with advice byPlanningCommission,GovtofPakistanin1996.StandardFormofBiddingDocuments (Electrical & Mechanical) is one such document prepared by a team of experts comprising employers, constructors and consultants. A part of this document titled – “Pakistan Standard Conditions of Contract” after approval by the Executive Committee of Pakistan Engineering Council was printed in Dec 92. It was reprinted inJuly93incorporatingeditorialamendmentsandwasthenissuedtovariousorganizations in the country. With the passage of time, this document was developedintoacompletebiddingdocumentwhichwasnotifiedforimplementationbyGovernment of Pakistan. On the basis of feedback received from the users of this document and comments from PPRA in September 2005, it is revised upto June 11,2007. It is expected that use of this document will provide an equitable and just basis of contract agreements for procurement of electrical and mechanical works inlinewiththeinternationalpracticeandrelevantPECBye-lawsthusminimizingambiguitiesand likely contractual disputes.
2. This document is primarily based on the Bidding Documents prepared by WAPDA and comprises Instructions to Bidders.
3. This document incorporates FIDIC General Conditions of Contract for Electrical andMechanicalWorks(1987Editionreprinted1988witheditorialamendments),ParticularConditions of Contract ands ample Schedules requiredforbidding.
4. This document is to be used for all projects with estimated value of more than Rs. 25 Million. Current revision of this document is based on Public ProcurementRules2004 and users feedback.
5. This document has been approved by ECNEC in its meeting on 12th November, 2007.The document has been notified by Planning Commission, Government of Pakistan vide Notification No. 8(60)WR/PC/2008 dated 12th February, 2008. It is, therefore,mandatoryforallengineeringorganizationsanddepartmentsatFederalandProvincial level and district governments to use this document for procurement of electrical and mechanical works funded locally and/or through donor agencies.
6. Any suggestions for improvement shall be appreciated. These may be addressed toRegistrar,PEC,AtaturkAvenue,G-5/2, Islamabad(e-mail:registrar@pec.org.pk).

# INSTRUCTIONSTOUSERSOF THISDOCUMENT

**INSTRUCTIONSTOUSERSOFTHIS DOCUMENT**

**(Nottobeincludedin Bidding Documents)**

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 issue din 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:
		1. Schedule A:SpecificWorksData
		2. Schedule B:Work tobe Performed by Subcontractors
		3. Schedule C:Proposed Programme of Works
		4. Schedule D:DeviationsfromTechnicalProvisions
		5. Schedule E:Deviations from Contractual Conditions
		6. Schedule F:Method of Performing Works
		7. Schedule G:Proposed Organization
		8. Schedule H:IntegrityPact
	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:

* + 1. Formo f BidSecurity
		2. Form of Contract Agreement
		3. Formof Performance Security
		4. Form of Bank Guarantee/Bondfor Advance Payment
	1. Specifications-Special Provisions
	2. Specifications –Technical Provisions
	3. Drawings

The Instructions to Bidders can be used as given. User may have to make changes in the text under some special circumstances. However, blank spaces in Instructions to Bidders are required to be filled by the Employer/Engineer on bid-to-bid basis before issuance of Bidding Documents.

The General Conditions of Contract should be retained as such except otherwise as amended by the Pakistan Engineering Council (PEC) and indicated by the PEC either in the Particular Condition of Contract (PCC) or in the Instructions to Users. Any Further change in Clauses of Particular Conditions of Contract mentioned in “Paragraph D” hereinafter should be made with care.

Theuser is required to prepare the following for completion of the Bidding Documents:

1. Particular Conditions of Contract (As instructed herein)
2. Schedules to Bid
3. Schedule of Prices
4. Specifications–Special Provision
5. Specifications –Technical Provisions
6. Drawings

Theuser’sattentionisdrawntothePrefaceanditisemphasizedthatwhilepreparingremaining part of Particular Conditions of Contract, no Clause of Particular Conditions of Contract prepared by PEC should be deleted or amended except as indicated by the PEC and that the changes included in Particular Conditions of Contract should be such as not to change the spirit of the document.

#### Invitation forBids

* 1. The “Invitation for Bids” is meant for publication in the national/ international newspapers and Irrigation Website as well as on KPPRA Website in case of Federal Procuring Agencies and for other additional distribution to be decided by the Employer as notice for calling of bids. All the blank spaces are to be filled in by the Employer.

TheeligiblebiddersaredefinedinClause2of Instructions to Bidders.TextofSub-Clause2.1 para (b)can be amended by the Employer on bid to bid basis.

* 1. The notice should be published so as to give the prospective bidders sufficient working period for preparation and submission of bids which may be 42 to 154days depending on the size of the Works.
	2. If the Works are not financed from loan/credit, Item 1 of Invitation to Bidders should be modified accordingly.
	3. The non-refundable fee for the sale of Bidding Documents should be nominalsoastocoverreproductionandmailingcostsandtoensurethatonly bonafide bidders will apply.
	4. The amount of Bid Security should be a lump sum figure ranging from 1% to 3%of the likely cost of the Works or a percentage ranging from 1% to 3% of the Bid Price and should be the same asgiven at Sub-Clause 15.1 of Instructions to Bidders.
	5. The venue and time of receipt of bids and the venue and time of opening of bids are to be entered in the last para of the Invitation to Bidders. However, date for the receipt and opening of bids shall be same.

#### Instructions to Bidders

* 1. If the Works are not financed from a loan/credit Sub-Clause 1.2 of Instructions to Bidders should be modified accordingly by the Employer.
	2. The Employer shall fill in the blank space sin Instructions to Bidders.
	3. Sub-Clause 11.4 and para a(vi) of Sub-Clause 24.1 of Instructions to Bidders may be retained or modified by the Employer in accordance with his requirements.
	4. Sub-Clauses 12.1 & 12.2 of Instructions to Bidders may be retained or modified by the Employer in accordance with the availability of Financing.
	5. Referring to Sub-Clause 15.1 of Instructions to Bidders amount of Bid Security be filled in by the Employer as a lump-sum figure ranging from 1% to 3% of the likely cost of Works or a percentagerangingfrom1% to 3%of Bid Price.
	6. Referring to Sub-Clause 16.1 of Instruction to Bidders, the period of bid validity may range from 56 to 182 days depending upon the size of the Works. Number of days would be filled inspire Employer’s requirements.
	7. Sub-Clause 26.3(iv) of Instructions to Bidders may be modified by the Employer in case deviation in Payment Schedule is not acceptable.
	8. Referring to Sub-Clause 26.3(v) of Instructions to Bidders the Employer may insert he number of days depending upon his requirement for late delivery.
	9. Referring to Sub-Clause 10.2 and Clause 27 the award and its computation is subject to change as per policy of the Federal Government as applicable on the date of bid opening.

#### PreambleTo Conditions of Contract

* 1. All blank spaces in the Preamble are to be filled in by the Employer to complete this document. Where detailed elaborations required the same may be done in the PCC
	2. Theminimumamountofthird-partyinsuranceshouldbeassessedbytheEmployer and entered in the Preamble.
	3. The time for completion of the whole of the Works should be assessed by the Employer and entered in the Preamble.
	4. The amount of liquidated damages per day of delay and amount of bonus, if applicable, shall been treed by the Employer in the Preamble.

The amount of the liquidated damages for each day of delay in completion of the whole of the Works, or if applicable for any Section thereof, shall be a sum equalto10% of the likely cost of the Works divided by one-fourth of the number of days specified as completion time.

#### Particular Conditions of Contract

* 1. Referring to Sub-Clause 5.3 of GCC, the Employer may add, in order of priority, such other documents as form part of the Contract. If other documents, additional to those mentioned under Sub-Clause 5.1 of Instructions to Bidders, are listed to form part of the Bidding Documents, the Employer should include such other documents in the Form of Contract Agreement and in the order of priority underSub-Clause5.3 ofPCC.

2. Sub-Clauses6.6,6.9,6.10,16.5,33.3,35.1,43.1,43.2,43.347.1and48.1maybe

Further modified accordingly by the Employer/Engineer.

1. General Conditions of Contract and Particular Conditions of Contract prepared by the PEC should be incorporated in the Bidding Documents/Contract without anychange.Anyamendmentand/oradditionstotheConditionsoftheContractthatare specific to a given Bid/Contract should be included by the user in relevant Clauses of Particular Conditions of Contract.
2. Terms of Payment as Sub-Clause 33.1 should be prepared and incorporated in Particular Conditions of Contract by the Employer/ Engineer.
3. The Employer should state the Currencies of Payment(s) in Particular Conditions of Contract.
4. The Employer should develop the formula and other factors based on “Standard Procedure and Formulae for Price Adjustment” prepared by PEC.

#### Schedules to Bid

SpecimenofSchedulestoBidisprovidedinthisdocumentassample.Employer/Engineer can add/delete/modify as per his requirement.

#### Special Provisions

TobepreparedandincorporatedbytheEmployer/Engineer.(toincludesiteconditions, facilities provided etc. but not to include any provision of Conditions of Contract.)

#### Technical Provisions

To be prepared and incorporated by the Employer/Engineer. (Specifications shall allow the widest possible competition and shall not favour any single contractor or supplier nor put others at a disadvantage. Specifications shall be generic and shall not include references to brand names, model numbers, catalogue numbers or similar classifications. However, if the Employer is convinced that the use of or a reference to a brand name or catalogue number is essential to complete an otherwise incompletes pacification, such user reference shall be qualified with the words “or equivalent”.)

#### Drawings

To be prepared and incorporated by the Employer/Engineer.

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## INVITATIONFORBIDS

 

**INSTRUCTIONSTO**

## BIDDERS

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#### INSTRUCTIONSTOBIDDERS

1. **GENERAL**

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

* 1. Scope o fBid

**Irrigation Department through Executive Engineer, Dir IrrigationDivision,Dir** (hereinafter called “the Employer”) wishestoreceivebidsforthefollowingscopeofwork:

**B).Construction of Flood Protection works, Irrigation Channels and Pondsand Installation of Solar Irrigation Tube Wells in Khyber Pakhtunkhwa ADP No.2104/210455 .**

(BriefdescriptionoftheWorks)

Biddersmustquoteforthecompletescopeofwork.Anybidcoveringpartialscopeofworkwillberejected as non-responsive, pursuant to ClauseIB.24.

* 1. Source of Funds

The Employer has applied for the funding to the **Provincial ADP Khyber Pakhtunkhwa**

(NameoftheLoan/Creditgivingagency/GOP/ProvincialGovernment/Anyother)

In the various currencies towards the cost of the **Sub work as per NIT** and it is

(NameofProject)

Intended that part of the proceeds of this loan/credit will be applied to eligible payments under the Contractforwhich these Bidding Documents are issued.

#### IB.2 EligibleBidders

* 1. Biddingisopen toallfirms andpersonsmeetingthefollowingrequirements:
		1. Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works i.e Specialization code (mentioned as per NIT).
		2. Duly enlisted with the Provincial Govt.(Works Deptt:).
		3. Registration with Federal Board of Revenue/NTNR egistration/SalesTax/Income Tax Department with online activestatus.
		4. Registration with Khyber Pakhtunkhwa Revenue Authority (ActiveTaxPayer).
		5. For each work Separate Bid Solicitation Documents is to be submitted by interested bidders.
		6. The bid will be received though courier as per NIT time,date and venue. Further Bids submitted through telegraph,telex,faxore-mailshallnotbeconsidered.
		7. Valid System Design must be submitted otherwise applicant will not be Eligible for further Evaluation.(Note: Oversystem designnotvalid)
		8. Performance curves at STC for motor and pumping machinery should be provided along with original catalog for each work separately.
		9. Warranty period of the following items should be provided on judicial stamp papers.
			1. Solarpaneletcwillbe20yearsandDefectliabilityperiodofElectrical/Mechanicalworkswillbe2years.
			2. Invertershouldhaveatleasttwo(02) yearsproduct&performancewarranty.
			3. Two(02)yearscomprehensivefreereplacement,repair&maintenancewarranty(Freeof- cost)shouldbeprovidedforallthecomponents ofsolarsystem.

#### IB.3 EligibleGoodsandServices

* 1. AllGoodsandancillaryServicestobesuppliedunderthisContractshallhave theirorigin ineligible countries listed in Appendix ‘A’ to Instructions to Bidders and all expenditures made under theContractwill be limited to such Goods and Services.
	2. For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced orfromwhere the ancillary servicesare supplied.Goodsare producedwhen, throughmanufacturing,processing or substantial and major assembling of components, a commercially recognized productresultsthat issubstantiallydifferentin basiccharacteristicsorinpurposeorutilityfrom itscomponents.
	3. Theoriginof Goodsand Services isdistinctfrom thenationalityof theBidder.

#### IB.4 CostofBidding

4.1ThebiddershallbearallcostsassociatedwiththepreparationandsubmissionofitsbidandtheEmployer will in no case be responsible or liable for those costs, regardless of the conduct or outcome ofthe biddingprocess.

#### BIDDING DOCUMENTSIB.5 Contentsof Bidding Documents

* 1. In addition to Invitations for Bids, the Bidding Documents are those stated below, and should be read inconjunctionwith anyAddendumissued in accordancewith Clause IB.7.
		1. InstructionstoBidderswithAppendices
		2. Form of Bid & Schedules to BidSchedulestoBidarethefollowing:
			1. ScheduleA:SpecificWorksData
			2. ScheduleB:Work tobe Performed bySubcontractors
			3. Schedule C:Proposed Programme of Works
			4. ScheduleD:DeviationsfromTechnicalProvisions
			5. ScheduleE:DeviationsfromContractualConditions
			6. ScheduleF:Method ofPerformingWorks
			7. ScheduleG:ProposedOrganization
			8. ScheduleH:IntegrityPact
		3. ScheduleofPrices
		4. PreambletoConditionsofContract
		5. GeneralConditionsofContract
		6. ParticularConditionsofContract
		7. StandardForms

Formsincludethefollowing:

* + - 1. FormofBidSecurity
			2. FormofContractAgreement
			3. FormofPerformanceSecurity
			4. FormofBankGuarantee/BondforAdvancePayment
		1. Specifications-SpecialProvisions
		2. Specifications -TechnicalProvisions
		3. Drawings
	1. The bidders are expected toexamine carefully the contents of allthe above documents. Failure tocomply with the requirements of bid submission will be at the bidder’sown risk. Pursuant to ClauseIB.24, bids which are not substantially responsive to the requirements of the Bidding Documents will berejected.

#### IB.6 ClarificationofBiddingDocuments

6.1A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify theEmployer with a copytothe Engineerin writingor bytelexor faxat theaddress:

**Executive Engineer, Dir Irrigation Division, Dir.**

**PhoneNo.095-9250068, Email**:dirirrigation2@hotmail.com

Employer will examine the request for clarification of the Bidding Documents which it receives not laterthan twenty-eight (28) days prior to the deadline for the submission of bids and if needed will issue theclarification/amendmentoftheBiddingDocumentsatleastfourteen(14)daysbeforethedateofsubmission of Bids (without identifying the source of enquiry) to all prospective bidders who havepurchasedtheBiddingDocuments.

#### IB.7 AmendmentofBiddingDocuments

* 1. At any time prior to thedeadline for submission of bids, the Employer may, for any reason, whether athis own initiative or in response to a clarification requested by a prospective bidder, modify the BiddingDocuments byissuingaddendum.
	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 biddersshall acknowledge receipt of each addendum in writing to the Employer. The bidder shall also confirm inthe Form of Bid that the information contained in such addenda have been considered in preparing hisbid.
	3. To afford prospective bidders reasonable time in which to take an addendum into account in preparingtheir bids, the Employer may at its discretion extend the deadline for submission of bids in accordancewithClause IB.19.

#### PREPARATIONOFBIDS

**IB.8 LanguageofBid**

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

#### IB.9 DocumentsComprisingtheBid

* 1. Thebid prepared bythebiddershall comprise thefollowingcomponents:
		1. CoveringLetter
		2. Formof Biddulyfilled,signed andsealed,inaccordancewithClauseIB.17.
		3. Schedules (A to H) to Bid duly filled and signed, in accordance with the instructions containedtherein.
		4. ScheduleofPricescompletedinaccordancewith ClausesIB.11 and12.
		5. BidSecurityfurnishedinaccordancewithClause IB.15.
		6. PowerofAttorneyinaccordancewithClause IB17.5.
		7. JointVentureAgreement (ifapplicable).
		8. Documentary evidence established in accordance with Clause IB.13 that the bidder is eligible tobidand is qualified to perform thecontractif its bid is accepted.
		9. Documentary evidence established in accordance with Clause IB.14 that the Goods and ancillaryServices to be supplied by the bidder are eligible Goods and Services and conform to the BiddingDocuments.
		10. Biddersapplyingforeligibilityfordomesticpreferenceinbidevaluationshallsupplyallinformation & evidence to establish the claim for domestic preference required to satisfy thecriteria for eligibility as described in Clause IB.27. The particulars for domestic Goods prescribedin Appendix C to these Instructions shall also be filled in to substantiate claim for domesticpreference.
		11. Any other documents prescribed in Particular Conditions of Contract or Technical Provisions tobesubmitted with the bid.

#### IB.10FormofBid andSchedules

* 1. The bidder shall complete, sign and seal the Form of Bid, Schedules (A toH, or as modified) to Bid andSchedule of Prices furnished in the Bidding Documents and shall also enclose other information asdetailedin Clause IB.9.
	2. ForthepurposeofgrantingamarginofdomesticpreferencepursuanttoClauseIB.27,theEmployer/Engineerwillclassifythebids, when submitted in one ofthree groupsas follows:
		1. **Group ‘A’ Bid.** (i) For Goods for which labour, raw materials and components from with in Pakistan account for atleast20% of the ex-factory bidprice of the products offered (ii)For Goods for which labour, raw materials and components from within Pakistan account for over20% and up to 30% of the ex-factory bid price of the products offered (iii) For Goods for whichlabour, raw materials and components from within Pakistan account for over 30% of the ex-factorybidpriceof theproducts offered.
		2. **Group ‘B’ Bid.** For Goods manufactured in Pakistan for which the domestic value added in themanufacturingcost is less than 20%of theex-factorybid price; and
		3. **Group‘C’Bid.**For Goodsofforeignorigin.

In preparing their bids, the bidders,whether local or foreign, shall enter in the Schedule of Pricesex-factory price for indigenously manufactured products and CIFprice as well as customs dutyandsales taxandotherimport chargesforproducts tobeimported fromoutside Pakistan.

#### IB.11BidPrices

* 1. The bidder shall fill up the Schedule of Prices attached to these documents indicating the unit rates andprices of the Works to be performed under the Contract. Prices on the Schedule of Prices shall be enteredkeepingin view theinstructionscontained in thePreambletotheScheduleof Prices.
	2. The bidder shall fill in rates and prices for all items of the Works described in the Schedule of Prices.Items against which no rate or price is entered by a bidder will not be paid for by the Employer whenexecutedand shall bedeemed covered byratesandprices forotheritems in theScheduleofPrices.
	3. Thebidder’sseparationofprice componentsinaccordancewithSub-Clause11.1above,willbesolely forthepurposeoffacilitatingthecomparisonofbidsbytheEmployer/Engineerandwillnotinanywaylimitits right to contracton anyof theterms offered.
	4. Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixedduring the bidder’s performance of the Contract and not subject to variation on any account. When thebiddersarerequiredtoquoteonlyfixedprice(s)abidsubmittedwithanadjustablepricequotationwillbetreatedas non-responsive andrejected,pursuant to ClauseIB.24.
	5. Any discount offered shall be valid for at least the period of validity ofthe bid. A discount valid forlesserperiod shall beconsidered null and void.

#### IB.12Currenciesof Bid

* 1. Pricesshallbe quotedinthe followingcurrencies:
		1. For Goods and Services which the bidder will supply from within Pakistan, the prices shall bequoted in the Pak. Rupees.
		2. For Goods and Services which the bidder will supply from outside Pakistan, the prices shall bequotedeither in U.S. Dollars or in anyother freelyconvertiblecurrency.
	2. Further, a bidder expecting to incur a portion of its expenditure in the performance of the Contract inmore than one currency (but use no more than 3 foreign currencies), and wishing to be paid accordingly,shallso indicate in its bid.
	3. The currencies of payment shall be as stated in Particular Conditions of Contract. However, provisions inSub-Clauses 12.1 & 12.2 above, shall not in any way constitute a contractual or legal binding on theEmployer forthe payment in the currencies required bythe Contractor.

**IB.13DocumentsEstablishingBidder’sEligibilityAndQualifications**

* 1. Pursuant to Clause IB.9, the bidder shall furnish, as part of its bid, documents establishing the bidder’seligibilityto bid andits qualifications to performtheContract if itsbid is accepted.
	2. The documentary evidence of the bidder’s eligibility to bid shall establish to the Employer’s satisfactionthat the bidder, at the time of submission of its bid is from an eligible source country as defined underClauseIB.2.
	3. The documentary evidence of the bidder’s qualification to perform the Contract if its bid is accepted,shallestablishto theEmployer’s/Engineer’s satisfaction:
		1. that, in the case of a bidder offering to supply Goods under the Contract which the bidder did notmanufactureorotherwiseproduce,thebidderhasbeendulyauthorizedbytheGoodsmanufacturerorproducerto supplythe Goods to Pakistan;
		2. that the Bidder/Manufacturer has the financial, technical and production capability necessary toperformtheContract; and
		3. that, in the case of a bidder not doing business within Pakistan the bidder is or will be (ifsuccessful) represented by an agent in Pakistan equipped and able to carry out the Supplier’smaintenance, repair and spare parts stocking obligations prescribed by the Conditions of Contractand/orTechnical Provisions.
	4. (a) Bidder/Manufacturermustpossessandprovideevidenceofthefollowingexperience.

AsperSchedule–Ito bid

The Bidder shall certify the capacity and capability of the plant (from whichGoodsarenowoffered)formanufacturing,qualityassuranceandtestingfacilities, qualified man-power and production/delivery of quality materialsaccording to bid specifications and delivery requirements. Besides, such plantshould have produced same items for at least a number ofyears and suchGoods shall have proven successful in the field for at least a number of yearsand the bidder shall submit with the bid all necessary documentation in thisregard. The Employer/Engineer will have the right to verify the particularsregarding the plant andother related information furnished with thebid andthejointventureaswellasthepartnersthereofshallbeliablefordisqualification in the event of any mis-statement/mis-representation on theirpart.

ThebiddershallfurnishdocumentaryevidenceofqualificationontheForm“EvidenceofBidder’sCapability”(AppendixBtotheseInstructions)

* + 1. The bidder shouldhaveanaverageannualturnoverinthelastfiveyearsequal

.

* 1. JointVenture

toormorethantheTotalBidPriceorasspecifiedinSchedule – I to Bid. Alternately,thebiddershouldhavesuccessfullycompletedinthelastfive-years any specificproject having value equal to or higher than the total BidPriceoras specifiedinSchedule–ItoBid.

Inorder foraJointVenturetoqualify:

* + 1. Atleastoneofthepartnersofjointventureshallsatisfytherelevantexperiencecriteria specified inSub-Clause13.4(a)hereinabove.
		2. All firms comprising the joint venture shall be legally constituted and shallmeettheeligibilityrequirement ofSub-Clause2.1hereof.
		3. All partners of the joint venture shall at all times and under all circumstancesbe liable jointly and severally to Employer for the execution of the entireContract in accordance with the Contract terms and conditions and a statementto this effect shall be included in the authorization mentioned under para (f)below as well as in the Form of Bid and Form of Contract Agreement (in caseofasuccessful bidder).
		4. The Form of Bid, and in the case of successful bidder, the Form of ContractAgreement,shall besigned so as to belegallybindingon all partners.
		5. One of thejointventure partners shallbe nominated asbeing in-charge andthis authorization shall be evidenced by submitting a power of attorney signedbylegallyauthorized signatories of all the joint venturepartners.
		6. The partner-in-charge shall be authorized to incur liabilities, receive paymentsand receive instructions for and on behalf of any or all partners of the jointventure.
		7. A copy of the agreement entered into by the joint venture partners shall besubmitted with the bid stating the conditions under which it will function, itsperiod of duration, the persons authorized to represent and obligate it andwhich persons will be directly responsible for due performance of the Contractand can give valid receipts on behalf of the joint venture, the proportionateparticipation of the several firms forming the joint venture, and any otherinformationnecessarytopermitafullappraisalofitsfunctioning.Noamendments/modificationswhatsoeverinthejointventureagreementshallbe agreed to between the joint venture partner without prior written consent oftheEmployer.
	1. The Bidder shall propose, in order of his priority; plant, equipment or goods of notmore than three Manufacturers. Employer at his own jurisdiction will evaluate theplant,equipment or goods of onlyoneof such Manufacturers.

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

* 1. PursuanttoClauseIB.9,thebiddershallfurnish,aspartofitsbid,documentsestablishing the eligibility and conformity to the Bidding Documents of all Goods andServiceswhich thebidder proposes toperform under theContract.
	2. The documentary evidence of the Goods and Services eligibility shall establish to theEmployer’s satisfaction that they will have their origin in an eligible source country asdefined under Clause IB.3. A certificate of origin issued at the time of shipment willsatisfytherequirements of the said Clause.
	3. The documentary evidence of the Goods and Services’ conformity to the BiddingDocumentsmaybein the form ofliterature, drawingsanddata andshall furnish:
		1. AdetaileddescriptionoftheGoods,essentialtechnicalandperformancecharacteristics.
		2. Completesetoftechnicalinformation,descriptiondata,literatureanddrawings as required in accordance with Schedule A to Bid, Specific WorksData.This will includebut not belimitedto the following:
			1. A sufficient number of drawings, photographs, catalogues, illustrationsandsuchotherinformationasisnecessary toillustrateclearly thesignificant characteristics such as general construction dimensions andotherrelevant information about theGoods tobe furnished.
			2. Detailsofequipment and machinerywithcapacity.
			3. Anyother information which isrequired for evaluation purposes.
		3. A clause-by-clause commentary on Technical Provisions, provided with theBiddingDocuments,demonstratingtheGoods’andServices’substantialresponsivenesstothoseSpecificationsorastatementofdeviationsandexceptionstotheprovisionsoftheTechnicalProvisionsasrequiredinScheduleDto Bid.
	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, andreferences to brand names or catalogue numbers, designated by the Engineer in theTechnicalProvisionsare intendedtobe descriptive only andnotrestrictive. Thebidder may substitute alternative standards, brand names and/or catalogue numbers initsbid,providedthatitdemonstratestotheEngineer’ssatisfactionthatthesubstitutionsaresubstantiallyequivalentorsuperiortothosedesignatedintheTechnical Provisions. Copies of the standards proposed by the bidder other than thosespecifiedin theBiddingDocuments shall befurnished.

#### IB.15Bid Security

* 1. Each bidder shall furnish, as part of his bid, a Bid Security in the amount ofPak. Rupeesequalto2% of theEstimatedcostand8% additionalsecurity if thebidquotedmorethan10%below theestimated cost.
	2. TheBidSecurityshallbe,attheoptionofthebidder,intheformofDepositatCallor

aBankGuaranteeissuedbyaScheduledBankinPakistanorfromaforeignbankdulycounter-guaranteedbyaScheduledBankinPakistan

* 1. The Bid Security is required to protect the Employer against the risk of bidder’sconduct which would warrant the security’s forfeiture, pursuant to Sub-Clause 15.7hereof.
	2. Any bid not accompanied by an acceptable Bid Security shall be rejected by theEmployer as non-responsive, pursuant to Clause IB.24.
	3. The bid securities of unsuccessful bidders will be returned upon award of contract tothesuccessful bidder oron the expiryof validityof Bid Securitywhichever is earlier.
	4. TheBidSecurity ofthesuccessfulbidderwillbereturnedwhenthebidderhasfurnished the required Performance Security, pursuant to Clause IB.34 and signed theContractAgreement, pursuant to Clause IB.35.
	5. TheBid Securitymaybeforfeited:
		1. ifabidderwithdrawshis bidduringtheperiod of bid validity;or
		2. ifabidderdoesnotacceptthecorrectionofhisBidPrice,pursuanttoSub-

Clause24.2 hereof; or

* + 1. Inviolationofanystandingrules/lawsandtermsandconditionsdefinedin theNIT; or
		2. inthecaseofasuccessful bidder,ifhefails to:
			1. furnishtherequiredPerformanceSecurityinaccordancewithClauseIB.34,or
			2. signtheContractAgreement,inaccordancewithClauseIB.35.

#### IB.16ValidityofBids

* 1. Bids shall remain valid for 90 days after the date of bid opening as prescribed inClauseIB.19.
	2. Inexceptionalcircumstancespriortoexpiry of originalbidvalidityperiod,theEmployer may request the bidders to extend the period of validity for a specifiedadditional 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 refusethe requestwithoutforfeiture of hisBidSecurity.A bidderagreeing tothe requestwillbe requiredtoextendthe validity of hisBidSecurity for the periodof theextension, and in compliance with Clause IB.15 in all respects in which case, theEmployer will be obligated to compensate the bidders, upon substantiation for theirincreasein costs (if it is a fixed pricebid).

#### IB.17FormatandSigning ofBid

* 1. Bidders are particularly directed that the amount entered on the Form of Bid shall beforperformingthe Contract strictlyinaccordancewith theBiddingDocuments.
	2. AllSchedulesto Bidaretobe properlycompletedandsigned.
	3. NoalterationistobemadeintheFormofBidnorintheSchedulestheretoexceptin

fillinguptheblanksasdirected.Ifanyalterationbemadeoriftheseinstructionsbenot fullycomplied with, the bid mayberejected.

* 1. Each bidder shall prepare one (1) Original copy ofthedocumentscomprisingthebid as described in Clause IB.9 and clearly mark them “ORIGINAL” and ‘COPY” asappropriate.In theevent ofdiscrepancybetweenthem, theoriginalshall prevail.
	2. Theoriginalandallcopiesofthebidshallbetypedorwritteninindelibleinkandshall 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 thebidder. All pages of the bid shall be initialed and stamped by the person or personssigningthe bid.
	3. The bid shall contain no alterations, omissions or additions, except to comply withinstructions issued by the Employer, or as are necessary to correct errors made by thebidder, in which case such corrections shall be initialed by the person or personssigningthe bid.
	4. Bidders shall indicate in the space provided in the Form of Bid their full and properaddressesatwhichnoticesmaybelegallyservedonthemandtowhichallcorrespondenceinconnection withtheir bids andtheContract is tobesent.
	5. Biddersshould retainacopyoftheBiddingDocuments as theirfilecopy.

#### SUBMISSION OF BIDSIB.18Sealingand Marking of Bids

* 1. Eachbiddershallsubmit hisbid asunder:
		1. ORIGINALCOPYoftheBidshallbeseparatelysealedandputinseparateenvelope.
		2. TheenvelopecontainingtheORIGINALCOPYwillbeputinonesealedenvelopeandaddressed /identified asgiven inSub-Clause18.2 hereof.
	2. Theinnerand outer envelopes shall;
		1. beaddressedtotheEmployeratthe addressgiveninSub-Clause6.1heretofore.
		2. beartheProjectname,LoanNo.,BidNo.and Dateofopeningof Bid.
		3. provideawarningnot toopen beforethe timeanddateforbidopening.
	3. The Bid shall be delivered in person or sent by registered mail at the address toEmployer asgiven in Sub-Clause6.1 heretofore.
	4. Inadditionto theidentificationrequired inSub-Clause18.2hereof,the innerenvelope

shallindicatethenameandaddressofthebiddertoenablethebidtobereturnedunopenedin caseitisdeclared“late”pursuant toClause IB.20.

* 1. If the outer envelope is not sealed and marked as above, the Employer will assume noresponsibilityforthe misplacement orprematureopeningof thebid.

#### IB.19DeadlineforSubmission of Bids

* 1. (a) BidsmustbereceivedbytheEmployerattheaddressspecifiedinSub-Clause

6.1hereofnot laterthanthetimeanddatestipulatedintheInvitationfor Bids.

1. Bids with charges payable will not be accepted, nor will arrangements beundertaken to collect the bids from any delivery point other than that specifiedabove. Bidders shall bear all expenses incurred in the preparation and deliveryofbids.
2. Wheredeliveryofabidisbymailandthebidderwishestoreceiveanacknowledgment of receipt ofsuch bid, he shall make a request for suchacknowledgment in a separate letter attached to but not included in the sealedbidpackage.
3. Upon request, acknowledgment of receipt of bids will be provided to thosemakingdeliveryin person or bymessenger.
	1. Bidssubmittedthroughtelegraph,telex,faxore-mailshallnotbeconsidered.
	2. The Employer may, at his discretion, extend the deadline for submission of bids byissuing an addendum in accordance with Clause IB.7, in which case all rights andobligations of the Employer and the bidders previously subject to the original deadlinewillthereafter besubject to the deadlineas extended.

#### IB.20LateBids

20.1 (a) AnybidreceivedbytheEmployerafterthedeadlineforsubmissionofbidsprescribedin ClauseIB.19 willbereturnedunopened tosuch bidder.

(b)Delays in the mail, delays of person in transit, or delivery of a bid to the wrongoffice shall not be accepted as an excuse for failure to deliver a bid at theproper place and time. It shall be the bidder’s responsibility to determine themanner in which timely delivery of his bid will be accomplished either inperson, bymessenger or bymail.

#### IB.21Modification,SubstitutionandWithdrawalofBids

* 1. Any bidder may modify, substitute or withdraw his bid after bid submission providedthat modification, substitution or written notice of the withdrawal is received by theEmployerpriorto thedeadlineforsubmission of bids.
	2. The modification, substitution or notice for withdrawal of any bid shall be prepared,sealed, marked and delivered in accordance with the provisions of Clause IB.18 withtheouterandinnerenvelopesadditionallymarked“MODIFICATION”,“SUBSTITUTION”or “WITHDRAWAL”,asappropriate.
	3. Withdrawal of a bid during the interval between the deadline for submission of bidsand the expiration of the period of bid validity specified in the Form of Bid may resultinforfeitureof the Bid Securitypursuant toClauseIB.15.

#### BIDOPENINGANDEVALUATION

**IB.22Bid Opening**

* 1. A committee consisting of nominated members by the Employer and by the Engineerwillopenthebids,includingwithdrawals,substitutionandmodificationsmadepursuant to Clause IB.21, in the presence of bidders’ representatives who choose to attend,at thetime, date andlocationstipulatedin theInvitationforBids.

Thebidders’representativeswhoarepresentshallsigninaregisterevidencingtheirattendance.

* 1. Envelopes marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”shall be opened and read out first and the name of the Bidder shall be read out. Bidsfor which an acceptable notice of withdrawal has been submitted pursuant to ClauseIB.21shall not be opened.
	2. The bidder’s name, Bid Prices, unit rates, any discount and price of any AlternateProposal(s), bid modifications, substitutions and withdrawals, the presence or absenceof Bid Security, and such other details as the Employer at its discretion may considerappropriate,willbeannouncedbytheEmployeratthebidopening.TheEmployerwillrecord minutes ofbid opening.

AnyBidPriceordiscountwhichisnotreadoutandrecordedatbidopeningwillnotbetaken into account in the evaluation of bid.

* 1. Discounts offered for lesser period than the bid validity shall not be considered inevaluation.

#### IB.23Clarification ofBids

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

#### IB.24PreliminaryExamination&DeterminationofResponsivenessofBids

* 1. Priortothedetailedevaluationofbids,pursuanttoClause IB.26,
		1. theEngineerwillexaminetheBidstodeterminewhether;
			1. theBidis completeanddoes notdeviatefrom the scope,
			2. anycomputationalerrorshavebeenmade,
			3. requiredsuretieshavebeenfurnished,
			4. thedocuments havebeenproperlysigned,
			5. theBidisvalidtillrequiredperiod,
			6. theBid prices arefirm duringcurrencyofcontract ifit is afixed pricebid,
			7. completionperiodofferediswithinspecifiedlimits,
			8. theBidder/ManufactureriseligibletoBidandpossessestherequisiteexperience,
			9. theBiddoesnotdeviate frombasictechnicalrequirements and
			10. theBidsaregenerallyinorder.
		2. Abid is likelynot to beconsidered, if;
			1. itisunsigned,
			2. its validityis lessthan specified,
			3. itissubmittedforincompletescopeofwork,
			4. itindicatescompletionperiodlaterthanspecified,
			5. itindicatesthatWorksandmaterialstobesupplieddonotmeeteligibilityrequirements,
			6. itindicates thatBid prices donot includethe amount ofincome tax,
		3. Abidwillnot beconsidered,if;
			1. itisnotaccompaniedwithbidsecurity,
			2. itis submitted byabidder whohas participated inmorethan onebid,
			3. itis receivedafter the deadlineforsubmissionof bids,
			4. itissubmittedthroughfax, telex,telegramoremail,
			5. itindicatesthatpricesquotedarenotfirmduringcurrencyofthecontractwhereasthe biddersare required toquotefixed price(s),
			6. thebidderrefusestoacceptarithmeticcorrection,
			7. itismateriallyandsubstantiallydifferentfromtheConditions/Specificationsofthe BiddingDocuments.
	2. Arithmeticalerrorswillberectifiedonthefollowingbasis:

If there is a discrepancy between the unit price and total price that is obtained bymultiplying the unit price and quantity, the unit price shall prevail and the total priceshall be corrected. If there is a discrepancy between the words and figures the amountin words shall prevail. If there is a discrepancy between the total Bid price entered inForm of Bid and the total shown in Schedule of Prices Summary, the amount stated inthe Form of Bid will be corrected by the Employer/Engineer in accordance with theCorrectedSchedule ofPrices.

If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected andhisBid Securityforfeited.

* 1. Prior to the detailed evaluation, pursuant to Clause IB.26 the Employer**/**Engineer willdetermine the substantial responsiveness of each Bid to the Bidding Documents. Forpurpose of these Clauses, a substantially responsive Bid is one which conforms to alltheterms andconditions of theBiddingDocumentswithout material deviations.

Amaterialdeviationor reservationisone

1. whichaffectsinanysubstantialwaythescope,qualityorperformanceoftheWorks.
2. whichlimitsinanysubstantialway,inconsistentwiththeBiddingDocuments,theEmployer’srights orthe bidder’sobligationsunder theContract; or
3. whoserectification/adoptionwouldaffectunfairlythecompetitivepositionofotherbidders presentingsubstantiallyresponsivebids.

TheEmployer’s**/**Engineer’sdeterminationofaBid’sresponsivenesswillbebasedonthecontents of theBid itselfwithout recourseto extrinsicevidence.

* 1. ABiddeterminedassubstantiallynon-responsivewillberejectedandwillnotsubsequentlybemaderesponsivebytheBidderbycorrectionofthenon-conformity.
	2. Any minor informality or non-conformity or irregularity in a Bid which does notconstitute a material deviation may be waived by Employer, provided such waiverdoesnot prejudiceoraffect therelative rankingof anyBidder.

#### IB.25ConversiontoSingleCurrency

25.1To facilitate evaluation and comparison, the Employer/Engineer will convert, all BidPrices expressed in the amount in various currencies in which Bid Price is payable, toPak.RupeesattheTelegraphicTransferandOverDraft(TT&OD)composite(selling)exchangeratespublished/authorizedbyStateBankofPakistanandapplicableto similartransactions, on thedate oftheopeningofBids.

#### IB.26DetailedEvaluationofBids

* 1. TheEmployer/EngineerwillevaluateandcompareonlythebidspreviouslydeterminedtobesubstantiallyresponsivepursuanttoClauseIB.24asperrequirementsgiven hereunder.
	2. EvaluationandComparisonofBids
		1. Bidswillbeevaluatedforeachitemand/orcompletescopeof work.
		2. BasisofPriceComparison

The prices will be compared on the basis of the Evaluated Bid Price pursuanttoPara(e) herein below.

* + 1. TechnicalEvaluation

It will be examined in detail whether the Goods offered by the bidder complywith the Technical Provisions of the Bidding Documents. For this purpose, thebidder’s data submitted with the bid will be compared with the specific workdata prescribed by the Employer and technical features/criteria of the Goodsdetailed in the Technical Provisions. Other technical information submittedwiththebid regardingtheScopeofWork will also be reviewed.

* + 1. CommercialEvaluation

Itwillbeexaminedindetailwhetherthebidscomplywiththecommercial/contractualconditionsoftheBiddingDocuments.Itisexpected

thatno majordeviation/stipulation shall betaken bythe bidders.

* + 1. Evaluated BidPrice

In evaluating the bids, the Employer will determine for each bid in addition tothe Bid Price, the following factors (adjustments) in the manner and to theextentindicated below to determinethe EvaluatedBid Price:

* + - 1. makinganycorrectionforerrorspursuanttoSub-Clause24.2hereof.
			2. excludingProvisionalSums,ifany,butincludingpricedDaywork.
			3. makinganappropriateadjustmentforanyotheracceptablevariationordeviation.
	1. EvaluationMethods ***(NOTAPPLICABLE)***

PursuanttoSub-Clause26.2,Para(e)(iii)followingevaluationmethodsforpriceadjustmentswill be followed:

* + 1. PriceAdjustmentforCompletenessinScopeof Work
		2. PriceAdjustmentforTechnicalCompliance
		3. PriceAdjustmentforCommercialCompliance
		4. PriceAdjustmentforDeviationsin TermsofPayment
		5. PriceAdjustment forcompletionSchedule
1. PriceAdjustmentforCompletenessinScopeof Work

In case of omission in the scope of work of a quoted item no price adjustmentfor the omitted item(s) shall be applied provided that the Bidder has mentionedin his bid that thesameis coveredinanyotheritem.

ThepriceadjustmentshallnotjustifyanyadditionalpaymentbytheEmployer. The price(s) of omitted item(s) shall be deemed covered by otherpricesof theSchedule of Prices.

1. PriceAdjustmentforTechnicalCompliance

Thecostofmakinggoodanydeficiencyresultingfromtechnicalnoncompliance will be added to the Corrected Total Bid Price for comparisonpurposes only. The adjustments will be applied taking the highest price quotedbyotherBiddersbeingevaluatedindetailintheiroriginalBidsforcorresponding item. In case of non availability of price from other Bidders, thepricewill beestimated bythe Engineer.

1. PriceAdjustmentforCommercialCompliance

Thecostofmakinggoodanydeficiencyresultingfromanyquantifiablevariations and deviations from the Bid Schedules and Conditions of Contract,as determined by the Engineer will be added to the Corrected Total Bid Pricefor comparison purpose only. Adjustment for commercial compliance will bebasedon Corrected TotalBid Prices.

1. PriceAdjustmentforDeviationinTermsofPayment

If a bid deviates from the terms of payment/payment conditions as specified inthe Conditions of Contract and if such deviation is consideredacceptable tothe Employer, mark-up earned for any earlier payments involved in the termsoutlinedintheBidascomparedtothosestipulatedintheConditionsofContractshall becalculated at thefollowingmark-up rates:

* + forforeigncurrencycomponent: perannum

(insertrate)

* + forlocal currencycomponent: perannum

(insertrate)

and shall be added to the Corrected Total Bid Price for comparison purposesonly.

1. PriceAdjustmentforCompletionSchedule

BidsindicatingcompletioninadvanceofthedatesstatedinPreambletoConditionsof Contract,no credit willbegiven inthis evaluation.

Bids indicating completion period later than the period set out in Preamble toConditions of Contract shall be adjusted in the evaluation by adding a factor of0.05% of the Corrected Total Bid Price for each calendar day of completionlaterthan specifiedperiod of thecompletion.

Bidsindicatingcompletionbeyond dayslater

(Insertnumber)

than the dates set out in Preamble to Conditions of Contract, shall not beconsideredand rejected as non-responsive.

* 1. IfthebidofthesuccessfulbidderisseriouslyunbalancedinrelationtotheEmployer’s estimate of the cost of work to be performed under the Contract, theEmployer may require the bidder to produce detailed price analyses for any or allitems of the Schedule of Prices to demonstrate the internal consistency of those priceswith the construction methods and schedule proposed. After evaluation of the priceanalyses, the Employer may require that the amount of the Performance Security setforth in Clause IB.34 be increased at the expense of the successful bidder to a levelsufficient to protect the Employer against financial loss in the event of default of thesuccessfulbidder under theContract.

#### IB.27.DomesticPreference

* 1. In the comparison of evaluated Bids, the Goods manufactured in Pakistan, will begranted a margin of preference in accordance with the following procedures, providedthebiddershallhaveestablishedtothesatisfactionofEmployerthatthemanufacturing cost of such Goods includes a domestic value addition equal to at least20%oftheex-factoryBidpriceofsuchGoods.Biddersapplyingfordomesticpreferenceshallfillin AppendixCtotheseInstructions tosubstantiatetheirclaim.
	2. TheEmployer**/**EngineerwillfirstreviewtheBidstodetermine,theBidgroupclassificationin accordancewithSub-Clause10.2hereof.
	3. The comparison shall be Ex-factory price of the Goods to be offered from withinPakistan (such prices to include all costs as well as custom duties and taxes paid orpayable on raw materials and components incorporated or to be incorporated in theGoods) and the DDP(CIF + Customsduty, sales taxand other import charges)Pakistanseaport priceof the Goods to beofferedfrom outsidePakistan.
	4. The lowest evaluated bid of each Group shall first be determined by comparing allevaluatedbids in each Group amongthemselves takinginto account:
		1. In the case of Goods manufactured in Pakistan, sales tax, local body chargesand other similar taxes which willbe payableon the furnished Goods inPakistan.
		2. In the case of Goods of foreign origin offered from abroad, customs duties,salestaxandotherimportchargeswhichwillbepayableonfurnishedGoodsin Pakistan.
		3. In the case of Goods of foreign origin already located in Pakistan, customsduty, sales tax and import charges on CIF price as applicable for Sub-Clause27.4(b)hereabove.
	5. ThepricepreferencetoGroup Abids willbe:
1. 15% of the ex-factory bid price, if thevalueaddition throughindigenousmanufacturingis at least 20%;
2. 20% of the ex-factory bid price, if thevalueaddition throughindigenousmanufacturingis over 20%andup to 30%; and
3. 25% of the ex-factory bid price, if thevalueaddition throughindigenousmanufacturingis over 30%.
	1. Theapplicablepricepreferencei.e.,asperSub-Clause27.5hereabovewillbeappliedto Group ABid byreducingthe ex-factorybid price.

#### IB.28Processtobe Confidential

28. 1Subject to Clause 23 heretofore, no Bidder shall contact Employer and/or Engineer onany matter relating to its Bid from the time of the Bid opening to the time the bidevaluationresultisannouncedbytheEmployer.Theevaluationresultshallbeannounced at least ten (10) days prior to award of Contract. The announcement to allbidderswillincludetable(s)comprisingreadoutprices,discountedprices,priceadjustments made, final evaluated prices and recommendations against all the bidsevaluated.

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 thanfifteen (15) days after the announcement of the bid evaluation result; however, merefactoflodginga complaintshallnot warrantsuspensionoftheprocurementprocess.

#### AWARD OF CONTRACTIB.29.Post-Qualification/SingleStageTwoenvelope

* 1. The Employer, at any stage of the bid evaluation, having credible reasons for or *primafacie* evidence of any defect in supplier’s or contractor’s capacities, may require thesuppliersorcontractorstoprovideinformationconcerningtheirprofessional,technical, financial, legal or managerial competence whether alreadypre-qualified ornot:

Providedthatsuchqualificationshallonlybelaiddownafterrecordingreasonsthereforin writing.Theyshallform part oftherecordsof thatbid evaluationreport.

* 1. Thedeterminationwilltakeintoaccountthebidder’sfinancial,technicalandproduction capabilities. It will be based upon an examination of the documentaryevidence of the bidder’s qualification submitted under Appendix B to Instructions toBidders "Evidence of Bidder’s Capability" by the bidder pursuant to Clause IB.13, aswellas such otherinformation asrequiredunder theBiddingDocuments.
	2. An affirmative determination will be a pre-requisite for award of the Contract to thelowest evaluated bidder. A negative determination will result inrejection of thatbidder’sbidinwhichevent,Employerwillproceedtoundertakeasimilardeterminationofthenextlowestevaluatedbidder'scapabilitiestoperformtheContractsatisfactorily.

#### IB.30AwardCriteria

30.1 Subject to Clause IB.32,the Employer will award the Contract to the bidder whosebid has been determined to be substantially responsive to the Bidding Documents andwho has offered the lowest evaluated Bid Price, provided that such bidder has beendetermined to be qualified tosatisfactorily perform the Contract in accordance withtheprovisions of Clause IB.2.

#### IB.31Employer’sRighttoVaryQuantities

31.1EmployerreservestherightatthetimeofawardofContracttoincreaseordecreaseby upto 15% the quantity of goods and services specified in the Schedule of Priceswithoutanychangein theunit priceor other terms andconditions.

#### IB.32Employer’sRighttoAcceptany Bid andtoReject anyorallBids

* 1. Notwithstanding Clause IB.30, the Employer reserves the right to accept or reject anybid, and to annul the bidding process and reject all bids, at any time prior to award ofContract,withouttherebyincurringanyliabilitytotheaffectedbiddersoranyobligation to inform the affected bidders of the grounds for the Employer’s actionexcept that the grounds for its rejection shall upon request be communicated, to anybidder who submitted a bid, without justification of grounds.Rejection of all bidsshallbenotified to all bidders promptly.
	2. No negotiations with the bidder having been evaluated as lowest responsive or anyotherbiddershallbepermitted.However,theEmployermayhaveclarificationmeeting(s)to getclarifyanyitem(s)in thebid evaluation report.

#### IB.33Notificationof Award

* 1. Prior to expiration of the period of bid validity prescribed by the Employer, theEmployer will notify the successful bidder in writing (“Letter of Acceptance”) that hisbid has been accepted. This letter shall name the sum which the Employer will pay theContractor in consideration of the execution and completion of the Works by theContractorasprescribedbytheContract(hereinafterandintheConditionsofContractcalled the“Contract Price”).
	2. TheLetterofAcceptanceanditsacceptancebythebidderwillconstitutetheformation of the Contract, binding the Employer and the Bidder till signing of theformalContract Agreement.
	3. Upon furnishing by the successful bidder of a Performance Security, the Employerwillpromptly notify theotherbiddersthattheir bidshavebeenunsuccessfulandreturntheirbid securities.

#### IB.34PerformanceSecurity

* 1. The successful bidder shall furnish to the Employer a Performance Security in theformand the amountstipulated inthe Conditions of Contractwithin a period oftwenty-eight (28)days afterthereceipt ofLetter of Acceptance.
	2. FailureofthesuccessfulbiddertocomplywiththerequirementsofSub-ClauseIB.34.1 or Clause IB.35 or Clause IB.43shall constitute sufficient grounds for theannulmentof the award andforfeitureof the Bid Security.

#### IB.35Signingof ContractAgreement

* 1. Within fourteen (14) days from the date of furnishing of acceptable PerformanceSecurity under the Conditions of Contract, the Employer will send to the successfulbidder the Form of Contract Agreement provided in the Bidding Documents, dulyfilled in and incorporating all agreements between the parties for signing and return ittotheEmployer.
	2. The formalAgreementbetween the Employer and the successful bidder shall beexecuted within fourteen (14) days of the receipt of such Form of Contract Agreementbythe successful bidder from the Employer.

#### ADDITIONAL INSTRUCTIONSIB.36InstructionsnotPart of Contract

36.1Bids shall be prepared and submitted in accordance with these Instructions which areprovided to assist bidders in preparing their bids, and do not constitute part of the BidortheContract Documents.

#### IB.37ContractDocuments

37.1 The Documents which will be included in the Contract are listed in the Form ofContractAgreement setout in theseBiddingDocuments.

#### IB.38SufficiencyofBid

38.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiencyof his Bid and of the rates and prices entered in the Schedule of Prices. Except insofaras it is otherwise expressly provided in the Contract, the rates and prices entered in theSchedule of Prices shall cover all his obligations under the Contract and all mattersandthings necessaryforthepropercompletion ofthe Works.

#### IB.39OneBidperBidder

39.1Each bidder shall submit only one bid either by himself, or as a partner in a jointventure.A bidderwhosubmitsor participatesinmore thanonebid(other thanalternatives pursuant to Clause IB.41) will be disqualified and bids submitted by himshallnot beconsideredforevaluation andaward.

#### IB.40BiddertoInformHimself

* 1. The bidder is advised to obtain for himself at his own cost and responsibility allinformation that may be necessary for preparing the bid and entering into a Contractforexecution ofthe Works. Thisshall include butnot belimited to thefollowing:
		1. inquiriesonPakistaniIncomeTax/Sales Taxtothe CommissioneroftheIncomeTaxandSales Tax, KhyberPakhtunkhwa,Pakistan.
		2. inquiriesoncustomsdutiesandotherimporttaxes,totheconcernedauthoritiesofCustoms andExcise Department.
		3. informationregardingportclearancefacilities,loadingandunloadingfacilities, storage facilities, transportation facilities and congestion at Pakistanseaports.
		4. investigationsregardingtransportconditionsandtheprobableconditionswhichwill exist at thetime theGoods will beactuallytransported.

#### IB.41AlternateProposalsbyBidder

* 1. Should any bidder consider that he can offer any advantage to the Employer by amodification to the designs, specifications or other conditions, he may, in addition tohis bid to be submitted in strict compliance with the Bidding Documents, submit anyAlternateProposal(s)containing(a)relevantdesigncalculations;(b)technicalspecifications; (c) proposed construction methodology; and (d) any other relevantdetails / conditions, provided always that the total sum entered on the Form of Bidshallbethat whichrepresents complete compliancewiththeBiddingDocuments.
	2. Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may beconsideredbytheEmployerasthe basisfortheaward ofContractto suchbidder.

#### IB.42LocalConditions

42.1 Bidder must verify and supplement by his own investigations the information aboutsiteandlocalconditions.However,EmployerwillassisttheBidderwhereverpracticableand possible.

#### IB.43IntegrityPact

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

#### Appendix A toInstructionstoBidders

**NAMEOFELIGIBLECOUNTRIES**

AllcountriesoftheWorldwithwhomIslamicRepublicofPakistanhascommercialrelations.

#### Appendix B toInstructionstoBidders

**EVIDENCEOFBIDDER’SCAPABILITY*(NA)***

[Note: Bidders to provide the following information with the bid separately and indicatehereinits references wherethis information is available.]

Sr.No. InformationtobeSupplied BidReferences

1. Nameofbidder,businessaddressandcountryof incorporation.
2. Type of firm whether individually owned,partnership, corporation or joint venture andthenames ofits owners orpartners.
3. Theannualreportsorqualificationstatements giving general description of thefirm, sort of business carried out, balancesheets, profit and loss statements, turn overandbusinessdonebythefirm,dulyauthenticated,forthe lastthree(3)years.Audited Balance Sheets for the preceding 3years and projected assets and liabilities forthenext 2years shall be provided.
4. Locationandaddressofmanufacturingfacilities.
5. Full description of factories owned and theannual manufacturing capacities of variousitemsmadetherein.
6. Details of the factory or factories where theofferedequipmentisproposedtobemanufactured.Thisdescriptionshouldinclude the facilities and capacities of theparticularfactoriesincludingtestingfacilitiesandtheprocessesusedinmanufacturing and testing. Where parts orcomponents are purchased from outside, thedetailsofequipmentpurchasedandthenamesandexperiencerecordofthesuppliers.

Sr.No. InformationtobeSupplied BidReferences

1. Detailed description of the quality controltestingandresearchfacilities.Iftheequipmentismanufacturedunderlicense,the name of the licenser and details of thelicensing arrangements, such as the durationof the license, the facilities provided to thebidder by the licenser and whether futureimprovementsareavailableornotetc.Acopyofthelicenseagreementmaybeattached.
2. Names, qualifications and experience of thekeytechnical personnel.
3. The time since the manufacturer has been inthis business and the time since he has beendoingwork of similarnature.
4. Thetimesincetheparticularequipmentoffered has been manufactured and the timeforwhichithasbeeninservice.Themanufacturershallhavethefollowingexperience.

(Listtheequipmentandexperiencerequired)

1. Reference lists of similar works done by thebidder in its country and abroad indicatingthenameofcustomer,descriptionandquantity of product, year of supply and theapproximatevalue.
2. Detailsofprojectsunderexecutionandfuturecontractualcommitments(foreachpartner,in caseof ajoint venture).
3. Bankingreference,namesofbanksandaddresses may be given to whom referenceregarding financial capability of the biddermaybemade,withauthoritytomakeinquiriesfromthebidder’sbankersandclients regarding any financial and technicalaspects (for each partner, in case of a jointventure).

Sr.No. InformationtobeSupplied BidReferences

1. Information on any litigation or arbitrationresulting from contracts completed or underexecutionbythebidderover thelastten

(10)years. The information shallindicatethe parties concerned, the matter of dispute,the disputed amounts and the result thereof(foreachpartner,incaseofajointventure).

#### Appendix C toInstructionstoBidders

**DomesticGoods(Value addedinPakistan *(NA)***

[Biddersclaimingeligibilityfordomesticpreferenceshouldfillinforsupplyitemsonly,allcolumnshereunder and providenecessarydocumentation tosubstantiate their claim]

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sr.No.** | **DescriptionofIndigenousGoods** | **Unit** | **Qty** | **TotalPriceofGoods Ex-Factory (PakRs.)** | **Domestic valueadded in themanufacturingcostaspercentage of Ex-Factory Price** | **Amount ofvalue addition(PakRs.)** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** |
|  |  |  |  |  |  |  |
| Total incolumns5&7 |  |  |  |

#### Computations:

* 1. Totalamountof ValueAddition(from Col.7) Rs
	2. TotalEx-FactoryPriceofIndigenousGoods (fromCol.5) Rs
	3. Total DDP Price of imported supply items Eqv.Rs
	4. Total Price of supply items [B+C] Eqv.Rs
	5. %ofvalueaddition= [(A/D)x100] %
	6. DomesticPreference=(15,20 or25)%ofB Rs

**FORMOFBIDANDSCHEDULES TO BID**

#### FORMOFBID

(LETTEROFOFFER)

BidReferenceNo.

To:

(NameofWorks)

Gentlemen,

1. HavingexaminedtheBiddingDocumentsincludingInstructionstoBidders,Conditions of Contract, Specifications, Drawings, Schedule of Prices and AddendaNos. for the execution of the above-named Works,we,theundersigned,beingacompanydoingbusinessunderthenameofandaddress

andbeingdulyincorporatedunderthelawsof

hereby offer to execute and complete such Works and remedy any defects therein inconformity with the said Documents including Addenda thereto for theTotalBidPrice comprising Foreign Currency Component of ( )andLocal Currency Component of Rs.

(Rupees

sumasmaybeascertainedinaccordancewiththesaidDocuments.

)orsuchother

1. WeunderstandthatalltheSchedules attachedheretoformpartofthisBid.
2. As security for due performance of the undertakings and obligations of this Bid, wesubmitherewithaBidSecurityintheamountof

 Drawn in your favour or made payable to you and valid for a period twenty eight(28)days beyond the period of validity of Bid.

1. We undertake, if our Bid is accepted, to commence the Works and to deliver andcomplete the whole of the Works comprised in the Contract within the time(s) statedinPreambleto theConditions of Contract.
2. We agree to abide by this Bid for the period of \_days from the date fixed forreceiving the same and it shall remain binding upon us and may be accepted at anytimebeforetheexpiration ofthat period.
3. Unless and until a formal Agreement is prepared and executed, this Bid, together withyour written acceptancethereof, shallconstitute abindingcontractbetweenus.
4. We undertake, if our Bid is accepted, to execute the Performance Security referred toinClause10 ofConditions of Contractforthe dueperformanceof theContract.
5. We understand that you are not bound to accept the lowest or any Bid you mayreceive.
6. We do hereby declare that the Bid is made without any collusion, comparison offiguresor arrangement with anyotherperson orpersons makingaBid fortheWorks.
7. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liablejointly and severally for the execution of the Contract and the composition or theconstitution of the joint venture shall not be altered without the prior consent of theEmployer. (Pleasedeletein caseofBid from a singlefirm).

Datedthis dayof 20

Signature in thecapacityof duly

authorizedto sign bids forand onbehalf of

(NameofBidder inBlockCapitals)

(Seal)

Address

Witness:

(Signature)

(Name)

Address:

Occupation

#### SCHEDULESTO BIDINCLUDETHEFOLLOWING:

* ScheduleAto Bid: SpecificWorksData
* ScheduleBtoBid: Worktobe PerformedbySubcontractors
* ScheduleCto Bid:ProposedProgrammeofWorks
* ScheduleDto Bid:DeviationsfromTechnicalProvisions
* ScheduleEto Bid:DeviationsfromContractual Conditions
* ScheduleFtoBid: MethodofPerformingWorks
* ScheduleGto Bid:ProposedOrganization
* ScheduleHtoBid:IntegrityPact

#### SCHEDULE –ATO BID

**SPECIFICWORKSDATA**

(Proforma for specific Data to be prepared and incorporated by the Employer which will befilledin bythe bidders)

#### SCHEDULE–BTO BID

**WORKTOBEPERFORMEDBYSUBCONTRACTORS**

Thebidderwilldo theworkwith hisown forcesexcept thework listedbelow whichheintendsto sub-contract.

|  |  |  |
| --- | --- | --- |
| ItemsofWork | Nameand addressof | Statement of similar |
| tobeSub-Contracted | Sub-Contractor | Works previously executed |
|  |  | (attach evidence) |

#### (NOTAPPLICABLE)

**Note:**

1. NochangeofSub-ContractorshallbemadebythebidderwithoutpriorapprovaloftheEmployer.
2. ThetruthfulnessandaccuracyofthestatementastotheexperienceofSub-Contractors is guaranteed by the bidder. The Employer’s judgment shall be final as totheevaluation of theexperienceof Sub-Contractors submitted bythebidder.
3. Statement of similar works shall include description, location & value of work, yearcompletedand name& address of the clients.

#### SCHEDULE – C TO BIDPROPOSED PROGRAMME OFWORKS

Bidder shall provide a programme in a bar-chart/CPM/PERT form showing the sequence ofworkitemsbywhichheproposestocompletetheworkoftheentireContract.Theprogramme should indicate the sequence of work items and the period of time during whichheproposestocompletetheWorksincludingtheactivitieslikedesigning,scheduleofsubmittal of drawings, ordering and procurement of materials, manufacturing, delivering,construction of civil works, erection, testing and commissioning of Works to be suppliedundertheContract.

#### (NOTAPPLICABLE)

**SCHEDULE –DTO BID**

#### DEVIATIONSFROM

**TECHNICALPROVISIONS**

Itispresumedthatthebiddershallnottakeanydeviation.However,ifheintendstotakedeviationsto thespecified terms,thosemust belistedin thespaceprovidedbelow:

Sr.No. ClauseNo./ Section No. Deviations/Clarifications

#### (NOTAPPLICABLE)

[Note**:**Attachadditionalsheets, ifnecessary]

#### SCHEDULE–ETO BID

**DEVIATIONSFROM**

#### CONTRACTUALCONDITIONS

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

Sr.No. ClauseNo./ Section No. Deviations/Clarifications

#### (NOTAPPLICABLE)

[Note:Attachadditionalsheets, ifnecessary]

#### SCHEDULE –FTO BID

**METHODOFPERFORMINGWORKS**

ThebidderisrequiredtosubmitanarrativeoutliningthemethodofperformingtheWorks.Thenarrativeshould indicate in detail and includebut not belimited to:

* The sequence and methods in which he proposes to carry out the Works, including thenumberof shiftsperdayand hours pershift, heexpects to work.
* A list of all major items of constructional and erection plant, tools and vehicles proposedto 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 CivilWork and Erection, Testing and Commissioning of the Works, in sufficient detail todemonstrate fully that the equipment will meet all the requirements of the TechnicalProvisions.
* Theprocedureforinstallationofequipmentandtransportationofequipmentandmaterialsto the site.
* DetailsregardingmobilizationinPakistan,thetypeoffacilitiesincludingpersonnelaccommodation,officeaccommodation,provisionformaintenanceandforstorage,communications,securityand other services to beused.
* Organizationchartindicatingheadoffice&fieldofficepersonnelinvolvedinmanagement,supervision andengineeringof theWorks tobedoneundertheContract.

#### SCHEDULE –GTO BID

**PROPOSEDORGANISATION**

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

Designation

Nameof

SummaryofQualificationsExperience, PresentPosition and

Nationality

* HeadOffice:
* SiteOffice:

Contractor’s RepresentativeSite SuperintendentSupervisingEngineer

Plant ErectorsConstruction SupervisorsOtherKeyStaff

#### SCHEDULE –HTOBID

**(INTEGRITYPACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS INCONTRACTSWORTHRS. 10.00 MILLIONORMORE**

ContractNo. Dated ContractValue:

ContractTitle:

………………………………… [name of Supplier] hereby declares that it has not obtained orinducedtheprocurement ofany contract, right, interest, privilegeorotherobligation orbenefit 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 warrantsthat it has fully declared the brokerage, commission, fees etc. paid or payable to anyone andnot given or agreed to give and shall not give or agree to give to anyone within or outsidePakistan either directly or indirectly through any natural or juridical person, including itsaffiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor orsubsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether describedasconsultationfeeorotherwise,withtheobjectofobtainingorinducingtheprocurementofa contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP,except that which has been expressly declared pursuant thereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreementsand arrangements with all persons in respect of or related to the transaction with GoP and hasnottakenanyactionorwillnottakeanyactiontocircumventtheabovedeclaration,representationorwarranty.

[nameofSupplier]acceptsfullresponsibilityandstrictliabilityformakinganyfalsedeclaration, not making full disclosure, misrepresenting facts or taking any action likely todefeat 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 corruptbusiness practices and further pay compensation to GoP in an amount equivalent to ten timethe 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 theprocurementofanycontract,right,interest,privilegeorotherobligationorbenefitinwhatsoeverformfromGoP.

Nameof Buyer: ……………… NameofSeller/Supplier:…………

Signature:…………………… Signature:…………………………

[Seal] [Seal]

|  |  |
| --- | --- |
| **SCHEDULEOFPRICES** |  |
| **Description** | **PageNo**. |
| 1. PreambletoScheduleofPrices | 47 |
| 2. ScheduleofPrices |  |
| 2.(a) SummaryofBidPrices | 56 |
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#### PREAMBLETOSCHEDULEOFPRICES

1. **General**
	1. The Schedule of Prices shall be read in conjunction with the Conditions ofContracttogetherwith theSpecifications andDrawings.
	2. The Contract shall be for the whole of the Works as described in these BiddingDocuments.Bids must be forthecomplete scopeofWork.

#### Description

* 1. Thegeneraldirectionsanddescriptionsofworkandmaterialsarenotnecessarily repeated nor summarized in the Schedule of Prices. References tothe relevant sections of the Bidding Documents shall be made before enteringpricesagainst each item in the Schedule ofPrices.
	2. The quantities shown in the Schedule of Prices are estimated quantities only asan indication of the Scope of Work to enable the bidder to bid for differentitems of the Works for his estimate of costs. The estimated quantities shall beused for comparing the bids. It is, however, to be noted that in the event of anyincrease or decrease in the quantity of any item of Works and subject toprovisions of the Conditions of Contract herein, the actual quantities executedwill bepaid.

#### Units&Abbreviations

* 1. Units of measurement, symbols and abbreviations expressed in the BiddingDocumentsshallcomplywiththeSystemInternationald’Unites(SIUnits).

Thefollowingabbreviationsshall beusedintheScheduleofPrices:

**Abbreviation**

ForeignCurrencyComponent FCC

LocalCurrencyComponent LCC

UnitedStatesDollars US$

PakistaniRupees PKR/Rs

Number No.

Kilometer km

Kilogram Kg

CubicMeter Cu.m

ProvisionalSum PS

Percent %

#### RatesandPrices

* 1. Except as otherwise expressly provided under the Conditions of Contract, therates and amounts entered in the Schedule of Prices shall be the rates at whichtheContractorshallbepaidandshallbethefullinclusivevalueofthework

set forth or implied in the Contract; except for the amounts reimbursable to theContractorunder theContract.

* 1. Unless otherwise stipulated in the Conditions of Contract, the rates and pricesenteredbythebiddershallnotbesubjecttoadjustmentduringtheperformanceof theContract.
	2. All duties, taxes and other levies payable by the Contractor under the Contract,or for any other cause, as on the date twenty-eight (28) days prior to thedeadlineforsubmissionofbidsshallbeincludedintheratesandpricesandthetotal Bid Pricesubmitted byabidder.

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

* 1. The whole cost of complying with the provisions of the Contract shall beincluded in the items provided in the priced Schedule of Prices, and where noitems are provided, the cost shall be deemed to be distributed among the ratesand prices entered for the related items of the Works and no separate paymentwill bemadeforthose items.

Therates,pricesandamountsshallbeenteredagainsteachitemintheSchedule of Prices. Any item against which no rate or price is entered by thebidder will not be paid for by the Employerwhen executed and shall bedeemed covered by the rates and prices for other items in the Schedule ofPrices.

* 1. Thebiddershallbedeemedtohaveobtainedallinformationastoportclearance facilities and charges, loading and unloading facilities and charges,storage facilities and charges, transportation facilities and charges, congestionand/or other conditions to be expected at Karachi Port and or any other seaportofPakistan and all requirements relatedthereto.

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

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

* 1. The Contractor shall provide for all parts of the Works to be completed ineveryrespectforcommercialoperation.Notwithstandingthatanydetails,accessories,etc.requiredforthecompleteinstallationandsatisfactoryoperation of the Plant, are not specifically mentioned in the Specifications,suchdetails shall beconsidered as included intheContract Price.

#### BidPrices(NOTAPPLICABLE)

* 1. Break-upofBidPrices

ThevariouselementsofBidPricesshallbe quotedasdetailedbelow:

* + 1. FOBPort ofShipment

ThebiddershallquotepricesforFOBPortofShipmentforallindividual items and for each sub-total of Plant, Erection Equipmentand Spare Parts to be supplied from outside Pakistan on FOB (Port ofShipment) basis. The FOB Port ofShipment price shall includethecostof the following:

* + - 1. Design,manufacture,finishing,factorytesting,packingfortransportandalltransportationcostsincurredinplacingthePlant, Erection Equipment and Spare Parts and other materials onboardthevessel.
			2. Provisionofcleanon-boardbillsoflading.
			3. Export taxes, fees or charges levied on exporting Plant, ErectionEquipment and Spare Parts and other materials in the country oforigin,in the caseof Plant imported toPakistan.
			4. Provision of certificates of origin, consular invoices (if required)oranyotherdocuments issued in thecountryof origin.
		1. Insurance&Shipping
			1. Insurance

Thebiddershallquotepricesforinsurancecoverfromex-factory/ex-workstotheSiteforthesub-totalsofthePlant,ErectionEquipment,SparePartsandothermaterialstobeimported for the Contract. Such prices shall include all insurancecosts covering the responsibility for all loss or damages whileloading, unloading, storing and trimming on board or on inlandcarrierand transportationto Site.

Thepricesfortransportation/marineinsurancecovershallbequotedonthebasisofinsurancethroughinsurersfromanycountry(ies)of the world acceptable to the Employer.

* + - 1. Shipping

The bidder shall quote prices for shipping from port of shipmentto the port of entry in Pakistan for the sub-totals of the Plant,ErectionEquipment,SparePartsandothermaterialstobeimportedfortheContractinPakistan.Suchpricesshallincludeall marine transportation costs including ocean freight and othercharges,etc.

The prices for shipping/marine transportation shall be quoted forshipmentthroughreputedshippinglinesincludingPakistanNationalShippingCorporation (PNSC).

Cost of shipment(s) effected by the Contractor at his option byaircraftshall bedeemedto beincludedin theTotalBid Price.

* + 1. CIF(PakistanSeaport)Price

CIF (Pakistan Seaports) price will be the total of FOB price, insuranceandshippingprices, describedhereabove.

* + 1. CustomsDuties

Customs duty for Plant, Erection Equipment, Spare Parts and othermaterials, if any, offered from outside Pakistan shall also include salestax,import dutyand other import charges.

* + 1. DDP(PakistanSeaport)Price

DDP(PakistanSeaport)pricewillbethetotalofCIFpriceandcustomsduties, described hereabove.

* + 1. Ex-factoryPriceforLocalGoods

The bidder shall quote prices for Local Goods, materials (other thanmaterials required for civil works such as concrete and reinforcementetc. Cost of which will be included in the price of civil works) andequipmentintherelevantcolumnofEx-Factory(Pakistan)of“ScheduleofPrices”. Suchpricesshallinclude:

* + - 1. Designdocumentation,drawings,drafting,planningservices,manufacturing, testing and packing of finished goods ready fordeliveryto Site.
			2. Allcustomduties,salestaxandothertaxesalreadypaidorpayableonthecomponentsandrawmaterialsusedinthemanufactureorassemblyofLocalGoods,materialsandequipments.
		1. Insuranceof LocalGoods

Insurance of Local Goods and other materials from factory to Site shallinclude all insurance costs covering the responsibility of all losses ordamages,whileloading,unloading,storing,trimmingonthecarrierandtransportingtoSite.Checkingandverifyingofconsignments,issuance of receiving reports and damage reports (when applicable)shall be the Contractor’s responsibility. The cost of insurance shall bequoted on the basis of insurance through National Insurance Company(NIC)ofPakistanoranyotherinsurancecompanyoperatinginPakistanand acceptableto the Employer.

* + 1. LocalTransport

Inland transportation for the Plant, Erection Equipment and Spare Partsshallbethe Contractor’sresponsibilityinrespect of:

* + 1. the Plant, Erection Equipment, Spare Parts and other materialsoffered from outside Pakistan; from the port of entry in Pakistantothestorageareaat theSite, and

ii)indigenousPlant,ErectionEquipment,SparePartsandothermaterials if any, offered from within Pakistan; from the factory inPakistanto thestorageareaat theSite, and

all charges occuring therefrom including octroi, zila tax, fees etc.and charges for loading, forwarding and unloading expenses shallbe borne by the Contractor. Unloading at the Site, handling of thePlant, Erection Equipment, Spare Parts and other materials to thedesignatedpointofSitestorage,checkingandverifyingallshipmentsreceivedagainstshippingdocuments,issueofallreceiving reports and issues of damage reports (when applicable)shallbetheContractor’sresponsibility.

The bidder shall recognize such elements of the costs which heexpectstoincurintheperformanceoftheWorksandshallinclude all such costs in the rates and amounts entered in theScheduleofPrices.

i) Erection & Other Work

The bidder shall quote prices for Erection & Other Work (foreign andlocal currency portion) for the sub-totals of the Plant at the Site. SuchpricesshallincludethecostsofhandlingofthePlantandothermaterialsfromSitestoragetopointoffinalinstallation,erection,installation, testing, commissioning including all inspection, reliabilitytests, the cost of foreign and local erection staff and labour, tools andequipment,etc.Itshallalsocovertheservicesofqualifiedrepresentative(s)ofthesupplier(s)ofPlantoradviser(s)toassureproper erection and commissioning of the Plant. The price shall alsoincludecostofarranginginsurancesinrespectofContractor’soperationsinPakistanwhichinsurancesshallbeeffectedbytheContractor with the National Insurance Company (NIC) of Pakistan orany other insurance company operating in Pakistan and acceptable totheEmployer.

* 1. Total Bid Price**(NOTAPPLICABLE)**

The total of bid prices under foreign currency and local currency columns inthe Schedule of Prices shall be entered in the Summary of Bid Prices. The unitrates andpricesandlumpsumamountenteredinthe Schedule of Priceswillbe

the rates at which the Contractor will be paid, and shall be deemed to be thefull inclusive value of the work including all costs of performing the Workssuchasoverheads,incometax,supertax,profits,costsofacceptingthegeneral risks, liabilities and obligations set forth or implied in the Contractexceptfortheamountsreimbursable,ifany,totheContractorundertheContract.TheratesshallalsoincludeContractor’scostforprovidingPerformance Security and other Bank Guarantees required for performance oftheContract.

#### ErectionandTestingEquipmentandMaintenanceTools(NOTAPPLICABLE)

* 1. IntheScheduleofPrices,underErectionandTestingEquipment&maintenance tools the Employer has drawn up a list of Erection and TestingEquipment and Maintenance Tools along with estimated quantities. The biddershallenter the price only inFOB price columnfor allindividual items andshall give the break-up of the prices into FOB Port of Shipment, Shipping towharf at the port of entry in Pakistan, Insurance to Site and Local Transport inPakistan against each sub-total. These Erection and Testing Equipment andMaintenance Toolsshallbefurnishedandthe costincludedin theBidPrice.

The Employer shall have the option of ordering additional quantities of theseessential Erection and Testing Equipment and Maintenance Tools, at the unitratesenteredintheScheduleofPricesnolaterthanoneyearaftertheCommencementDate.

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

* 1. The bidder shall also list, in the space provided in the Schedule of Prices,Additional Recommended Erection and Testing Equipment and MaintenanceTools, any Erection and Testing Equipment and Maintenance Tools which herecommends be provided for the Works, in addition to those already specifiedby the Employer in the Schedule of Prices. The bidder shall enter against eachsuch item, its recommended quantity, and price. The cost of such AdditionalRecommended Erection and Testing Equipment and Maintenance Tools willnotbe taken into account in the evaluation of bids.

TheAdditionalRecommendedErectionandTestingEquipmentandMaintenanceToolsmaybeselectedbytheEngineer/EmployerandtheContract Price will be adjusted in accordance with the prices set against thoseitemsin the Schedule of Prices.

#### Spare Parts(NOTAPPLICABLE)

* 1. In the Schedule of Prices, under Spare Parts, the Employer has drawn up a listof spare parts along with estimated quantities. The bidder shall enter the priceonly in FOB price column for all individual items and shall indicate the break-upofpriceintoFOBPortofShipment,Shippingtowharfattheportofentry

in Pakistan, Insurance to Site and Local Transport in Pakistan against eachsub-total. These spare parts shall be furnished and the cost included in the BidPrice.

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

The Employer shall have the option of ordering additional quantities of theseessential spare parts, at the unit rates entered in the Schedule of Prices, no laterthanoneyear after theCommencement Date.

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

* 1. The Bidder shall also list in the space provided in the Schedule of Prices anySpare Parts which he recommends be provided for the Works, in addition tothose specified by the Employer in the Schedule of Prices. The Bidder shallenter against each such item, its recommended quantity, rate and price. Thecost of such Additional Recommended Spare Parts will not be considered intheevaluation 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 pricessetagainst those items in the Schedule ofPrices.

#### Reimbursable Costs(NOTAPPLICABLE)

* 1. If provided in the Particular Conditions of Contract, the Contractor shall bereimbursed 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 importeddirectly by him or his subcontractors into Pakistan for the purpose of thisContractforincorporation in theWorks.
	2. Thebiddershallrecognizesuchelementsofthecostswhichheexpectstoincur in the performance of the Works and which are reimbursable, and heshallnotincludeany suchcostsintheratesandamountsenteredintheScheduleofPrices.

#### ProvisionalSums(NOTAPPLICABLE)

* 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 theEmployer/ Engineer. The Contractor will only receive payment in respect ofProvisional Sums if he has been instructed by the Employer/Engineer to utilisesuchsums.

#### DAYWORK SCHEDULE(NOTAPPLICABLE)

1. **General**
	1. Work shall not be executed on a Daywork basis except by written Order of theEngineer. The rates for Daywork items entered in the Schedule of Prices shallapply to any quantity of Daywork ordered by the Engineer. Nominal quantitieshave been indicated against each item of Daywork, and the extended total forDaywork shall be carried forward as a provisional sum to the Summary of BidPrices.

#### Daywork -Labour

* 1. In calculating payments due to the Contractor for the execution of Daywork,the hours for labour shall be reckoned from the time of arrival of the labour atthe job Site to execute the particular item of Daywork to the time of departure,but excluding meal breaks and rest periods. Only the times of classes of labourdirectly doing work ordered by the Engineer and for which they are competenttoperform shall bemeasured.

The time of Plant Erectors or other expatriate supervisory personnel shall notbe measuredunlesstheir timeon Site is extendedby VariationOrder.Therates entered by the Bidder for these categories shall be daily rates inclusive ofallallowancesand overheads.

* 1. For labour other than Plant Erectors or other expatriate supervisory personnel,the Contractor shall be entitled to payment in respect of the total time thatlabour is employed on Daywork, calculated at the basic rates entered by him intheScheduleof“DayworkRates–Labour”togetherwithanadditionalpercentagepaymentsonbasicratesrepresentingtheContractor'sprofit,overheads,etc., as described below:
		1. The basic rates for labour shall cover all direct costs to the Contractor,including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid toor on behalf of such labour for social benefits in accordance with Pakistan Labour laws. The basic rates will be payable in Pak. Rupees only, and
		2. The additional percentage payment to be quoted by the Bidder and appliedtocostsshallbedeemedtocovertheContractor'soverheads,profits,superintendence,liabilitiesandinsurancesandallowancestolabour,timekeeping and clerical and office work, the use of consumable stores,water,lightingandpower;theuseandrepairofstaging,scaffolding,workshopsandstores,portablepowertools,manualplantandtools;supervisionbytheContractor'sstaff,foremenandothersupervisorypersonnel; and charges incidental to the foregoing. Payments under thisitemshallbemadeinforeigncurrencyandlocalcurrencyatthepercentagesentered in theDaywork Schedule.
	2. Rates entered in the Daywork Schedule shall apply to labour of trade and qualification as described and to labour of other trades with similar skill andqualification.

#### Daywork-Contractor'sEquipment

* 1. TheContractorshallbeentitledtopaymentsinrespectofContractor'sEquipment already on Site and employed on Daywork at the basic rental ratesentered by him in the "Schedule of Daywork Rate - Contractor's Equipment".Thesaidratesshallbedeemedtoincludecompleteallowance.fordepreciation, interest, indemnity and insurance, repairs, maintenance, supplies,fuel,lubricantsandotherconsumablesandalloverheads,profitandadministrativecosts related to theuse of suchequipment.
	2. In calculating the payment due to the Contractor for Contractor's EquipmentemployedonDaywork,only the actualnumber of working hours willbeeligibleforpayment,exceptthat,whereapplicableandagreedwiththeEngineer, the travelling time from the part of the Site where the Contractor'sEquipment was located when ordered by the Engineer to be employed onDaywork and the time for the return journey thereto shall be included forpayment.
	3. The rental rates for Contractor's Equipment employed on Daywork shall bestated in Pakistani Rupees but payments to theContractor will be made inlocalandforeigncurrenciesaccordingtothe rates entered intheSchedule.

#### Daywork-Materials

* 1. TheContractorshallbeentitledtothefollowingpaymentsinrespectofmaterialsusedforDaywork(exceptformaterialsforwhichthecostisincludedinthepercentageadditiontolabourcosts)whichareactuallyincorporatedinto the Works:
		1. The net cost of such materials delivered to warehouse or work yard area orstorage area at the Site. Such cost shall be calculated by the Contractor onthe basis of the invoiced price and freight and insurance as certified by theEngineeron thebasis of invoices produced.
		2. Percentage addition, in local and/or foreign currency, of such net cost ofmaterialstocover theContractor's handlingcharges,overheadsand profits.
	2. Payment of the net cost to the Contractor of Daywork materials shall be madein the same currency as the invoice. Payment of the addition for handlingcharges, overheads and profit shall be in local and/or foreign currency asenteredin theSchedule of Daywork-Materials.

#### (a) SCHEDULE OF PRICES – SUMMARY OF BID PRICES(NOTAPPLICABLE)

|  |  |  |
| --- | --- | --- |
| **ItemNo.** | **Description** | **TOTALPRICE** |
| **Foreign CurrencyComponent** | **Local CurrencyComponent** |
| 2(b)2(c)2(d). | Equipment (atSite), and Erection, Testing & Commissioning.Civil WorksDayWork |  |  |
| Total Bid Price (The amount to been teredin Paragraph 1oftheFormof Bid)(InWords) |

(Note:TotalPrice,ineachcurrency, shallbeprovidedinfigures aswellasinwords)

#### (b)SCHEDULE OF PRICES–EQUIPMENT,

**ERECTION,TESTING&COMMISSIONING(NOTAPPLICABLE)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ItemNo.** | **Description** | **Unit** | **Qty** | **UnitRate** | **TotalPrice** |
| **ForeignCurrencyComponent** | **LocalCurrencyComponent** | ForeignCurrencyComponent | LocalCurrencyComponent |
| FOBPrice | Shipping | Insurance | CIF PakSeaPort | Erection& OtherWork | Total | CustomsDuty forColNo.8 | Ex-FactoryPakistan(ForLocalGoods) | LocalTrans-port | Erection& OtherWork | Total |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 1.2.3.4. | MainPlantErection &TestingEquipment &MaintenanceTools(Mandatory)Spare Parts(Mandatory)Provisional Sum |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total(tobecarriedtoSummaryofBidPrice) |

[Note*:*Ref:Col. 12above,the bidderclaimingmargin of domestic preferenceforGoods manufacturedinPakistan shallalsofillAppendixCtoInstructionsto Bidders.]

#### (c)SCHEDULEOFPRICES–CIVILWORKS

**(NOTAPPLICABLE)**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **ItemNo.** | **Description** | **Unit** | **Qty** | **Volume ofConcrete perFoundation****(m3)** | **Weight ofSteel perFoundation****(kg)** | **Unit Rate ofConcreteperm3(Rs.)** | **Unit Rate ofSteel per kg(Rs.)** | **Unit Rate perFoundation(Rs.)** | **Total(Pak.Rupees)** |
|  |  |  |  |  |  |  |  |  |  |
| Total(to becarried toSummaryofBid Price) |

#### 2.(d)SCHEDULEOFPRICES

**DAYWORK(NOTAPPLICABLE)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ItemNo.** | **Description** | **NominalQuantity** | **UNITRATE** | **TOTALAMOUNT** |
| **FCC** | **LCC(PKR)** | **FCC** | **LCC(PKR)** |
| 1.2.3. | Daywork-LabourDaywork-Contractor’sEquipmentDaywork–Materials |  |  |  |  |  |
| Total(to becarried toSummaryofBid Price) |

#### 2.(e) SCHEDULE OFPRICES– ADDITIONALRECOMMENDEDERECTIONANDTESTINGEQUIPMENT&

**MAINTENANCE TOOLS(NOTAPPLICABLE)**

1. The bidder shall propose in the space provided, a detailed list of Erection and TestingEquipment & Maintenance Tools which are recommended by him in addition to thosespecifiedbythe Employer under Schedule 2(b)above.
2. ThepurchaseofadditionalrecommendedErectionandTestingEquipment&Maintenance Tools would be at the discretion of the Employer and the cost of suchequipment will not be taken into consideration in the evaluation of bids. However, theContract Price will be adjusted to include the cost of additional Erection and TestingEquipment &MaintenanceTools which areselected bytheEmployer.
3. ThelistofErectionandTestingEquipment&MaintenanceToolsshallincludedescription as well as quantity of each item and the unit rate and prices for the totalquantity proposed for each item of Erection and Testing Equipment & MaintenanceTools.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ItemNo.** | **Description** | **Unit** | **Qty** | **UnitRate** | **TotalPrice** |
| **ForeignCurrencyComponent** | **LocalCurrencyComponent** | ForeignCurrencyComponent | LocalCurrencyComponent |
| FOBPrice | Shipping | Insurance | CIF PakSeaPort | Total | CustomsDuty forColNo.8 | Ex-FactoryPakistan(ForLocalGoods) | LocalTrans-port | Total |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 1.2.3. | Erection EquipmentTesting EquipmentMaintenanceTools |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total(not tobecarriedtoSummaryofBidPrice) |

#### 2. (f) SCHEDULE OF PRICES – ADDITIONALRECOMMENDEDSPARE PARTS

**(NOTAPPLICABLE)**

1. The bidder shall propose in the space provided, a detailed list of Spare Parts which are recommended by him in addition to those specified by the Employer under Schedule2(b)above.
2. The purchase of additional recommended Spare Parts would be at the discretion of the Employer and the cost of such equipment will not be taken into consideration in the evaluation of bids. However, the Contract Price will be adjusted to include the cost of additional Spare Parts which are selected by the Employer.
3. The list of Spare Parts shall include description as well as quantity of each item and the unit rate and prices for the total quantity proposed for each item of Spare Parts.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ItemNo.** | **Description** | **Unit** | **Qty** | **UnitRate** | **TotalPrice** |
| **ForeignCurrencyComponent** | **LocalCurrencyComponent** | ForeignCurrencyComponent | LocalCurrencyComponent |
| FOBPrice | Shipping | Insurance | CIF PakSeaPort | Total | CustomsDuty forColNo.8 | Ex-FactoryPakistan(ForLocalGoods) | LocalTrans-port | Total |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total(not tobecarriedtoSummaryofBidPrice) |

# PREAMBLETO

**CONDITIONSOFCONTRACT**

|  |
| --- |
| **PREAMBLETOCONDITIONSOFCONTRACT** |
| **CommencementDate** | Sub-Clause1.1.1.(i)The date for commencement of the Works is the date of issuance of Engineer’s/Employer written order to commence. |
| **Defect LiabilityPeriod** | Sub-Clause1.1.11The Defect Liability Period is TWO (02) years for each solar system, which will start from the date of signing of handing taking over certificate by the Engineer for the individual Solar System. |
| **TheEmployer** | Sub-Clause1.1.12.The Employer is **Executive Engineer, Dir Irrigation Division, Dir.**PhoneNo.095-9250068, Email:dirirrigation2@hotmail.com. |
| **Time for Completion** | Sub-Clause1.1.35.Time for Completion of the project is As per contract Agreement/w/order |
| **WarrantyPeriod** | Sub-Clause1.1.40.**The Warranty Period of goods and equipment is as follows:**1. **SolarPanels:10Yearsproductwarrantyand20yearsoutputwarranty**
2. **Inverter:02Years**
3. **Batteries:02Years**

For goods/equipment, warranty will be given on Stamp Paper mention ing useful life of each equipment and all the components. For any problem arising during Warranty period, the contactor shall be responsible for freerepair, maintenance or replacement to fthe products upplie datactualsite. |
| **Engineer’s Duties&Authorities** | Sub-Clause2.1Thedutyand authorityoftheproject Manager/Engineer arespecifiedinparticular condition of contract. |
| **Confirmation inWriting** | Sub-Clause2.61. If the Contractor shall require the confirmation, it shall be notified to theEngineerwithin 14 days.
2. Engineershallconfirmthedecision/instructionwithin14 days.
 |
| **RulingLanguage** | Sub-Clause5.1.TheversioninEnglishlanguage(rulinglanguage) shall prevail. |
| **Day to DayCommunications** | Sub-Clause5.2.Thelanguageforday-to-daycommunicationsis English. |
| **As-BuiltDrawings** | Sub-Clause6.10As-Builtdrawingsshall beprovidedtotheEngineerwithin7daysfromthedate ofissueof TakingOverCertificate. |
| **ProgrammetobeFurnished** | Sub-Clause12.1.The Programme/Time Schedule must be submitted in the form of Bar Chartwithcriticalpath/activitiesforindividualactivitiesandoverall project. |
| **Electricity Water,Gas and OtherServices** | Sub-Clause14.3The Contractor shall be responsible for making his own arrangements foradequate supply of electricity, water, gas and other services required for theeffectiveperformanceof his obligationsunder the contract. |

|  |  |
| --- | --- |
| **Employer’sEquipment** | Sub-Clause14.4.Therewillbeno Employer’sequipmentavailable forusebytheContractor. |
| **Time forCompletion** | Sub-Clause 25.11. PlaceoftheProject:AsperPackagearrangements.
2. CompletionPeriod:TimeforCompletionoftheproject is**As per contract agreement.**
 |
| **EarlierCompletion** | Sub-Clause26.31. Amountof Bonus perday: NIL
2. Max.AmountofBonus:NIL
 |
| **Delay inCompletion** | Sub-Clause27.1.Failureof thecontractor tomeet thetime forcompletion ofthework,or anypart thereof within the time stated in Sub Clause 25.1, shall entitle theEmployer for deduction from the contract price the liquidated damages @0.05% deduction of contract price as stated in the letter of acceptance (LOA)foreach andeverydayincludingholidays for delaybut to a maximum limitof10%ofcontractpriceasstatedinthe LOA. |
| **TermsofPayment** | Sub-Clause33.1.1. Period of Payment by Employer to Contractor **will be subject to release of fundsand satisfaction ofthe employer**
2. Period of Final Certificate of Payment **(N/A)**
 |
| **Payment inForeign****Currencies** | Sub-Clause35.1.Sub-Clause35.1 is deleted. |
| **Insurance ofWorks** | Sub-Clause43.1.The amount of insurance shall be for full replacement value of the works.Forthedeductible, ifany, thecontractorshall submitan undertakingthat heshallindemnifyand keepindemnified theemployer fortheamountofdeductiblesprovided in theinsurancepolicy.**(N/A)** |
| **Third PartyLiability** | Sub-Clause43.3.The amount of insurance against third party liability taken out by theContractorshallnot beless thanPAKRsOneMillionperoccurrencewithnumberof occurrences unlimited. **(N/A)** |
| **Labour, Material&Transport** | Sub-Clause47.1.The method of calculating adjustments for changes in costs shall be:Pn=A +b (Ln/Lo)+c(Mn/Mo)Where:Pn is a price adjustment factor to be applied to the amount for the payment ofthework carried out in thesubject monthAisaconstant,specifiedinAppendix-CtoBid,representingthenonadjustableportion in contractual payments which is 0.35;b & c are weightages or coefficients representing the estimated proportion ofSteel, Labour, HSD,Cement, Bricks, and their weightages will de decideduringsigningof contract agreement;Ln & Mn are the current cost indices or reference prices of the cost elementsfor month“n”,determinedpursuanttoSub-Clause 47.1(d),applicabletoeachcost element; andLo&Mo arethebasecostindices orreferenceprices correspondingtotheabovecost elements at thedatespecifiedin Sub-Clause47.1(d).**(N/A)** |

|  |  |
| --- | --- |
| **Notices toEmployer** | Sub-Clause49.2.**The address of theEmployer for noticesis:****ExecutiveEngineer, Dir Irrigation Division, Dir.**PhoneNo.095-9250068, Email:dirirrigation2@hotmail.com |
| **ApplicableLaw** | Sub-Clause51.1.The applicable law is Government of Pakistan Law/Government of KP Law. |
| **Procedural LawforArbitration** | Sub-Clause51.2.The procedure allow for arbitrationisasperarbitrationlawofPakistanArbitrationAct, 1940 asamended. |
| **Language andPlace ofArbitration** | Sub-Clause51.3.ThelanguageofarbitrationisEnglishlanguage.TheplaceofarbitrationisPeshawar,Pakistan. |

## GENERALCONDITIONSOFCONTRACT

#### [NotesontheConditionsof Contract

The Conditions of Contract comprise twoparts:

#### General Conditions of Contract

1. **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 International des Ingenieurs-Conseils, or FIDIC), and is commonly knownastheFIDICConditionsofContract.(Theusedversionisthe1987edition,reprinted in 1988with 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 theEmployer. 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 ensurecomprehensivenessofcoverage,betterbalanceofrightsorobligationsbetweenEmployerand Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to moreecono micprices.

TheFIDICConditionsofContractarecopyrightedandmaynotbecopied,faxed,orreproduced. 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, thecostofwhichcanberetrievedaspartofthesellingpriceofthebiddingdocument.Alternatively, the FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised toobta in copies directlyfromFIDIC.\*

\*Add thefollowingtext if thebiddingdocuments,asissued,do notinclude acopy:

“CopiesoftheFIDICConditionsofContractcanbeobtainedfrom:FIDICSecretariat

P.O.Box86

1000Lausanne12Switzerland

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

#### The“CONDITIONSOFCONTRACT FORELECTRICALANDMECHANICAL

**WORKS”** section from page 71-141 has been removed as FIDIC doesn’t allow it to becopied. Download the PDF version of this document from PICC website to view itcompletelyORCopiesoftheFIDIC Conditionsof Contract canbeobtainedfrom:

FIDICSecretariat

P.O.Box86

1000Lausanne12Switzerland

e-mail:fidic.pub@fidic.org–FIDIC.org/bookshop]

## PART-II:PARTICULARCONDITIONSOFCONTRACT

#### (MandatoryProvisions-nottobeamended/substitutedexceptwhereindicatedbyPEC)

**PART-II:PARTICULARCONDITIONSOFCONTRACT**

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# PART-II:PARTICULARCONDITIONSOFCONTRACT

**1.1Definitions**

Thetext of Sub-Clause1.1.1is deleted andsubstituted bythefollowing:

“CommencementDate”meansthedatespecifiedinthePreambletoConditionsofContract.

Thetext ofSub-Clause1.1.2is deleted andsubstituted bythefollowing:

“Conditions”meansthePreambletoConditionsofContract,GeneralConditionsofContractand Particular Conditions of Contract.

Sub-Clause1.1.3

Attheend ofSub-Clause thefollowingisadded:

“AnysubsequentdocumentmutuallyagreedandsignedbytheEmployerandtheContractor,shall bethe part ofthe Contract.”

Thetext ofSub-Clause1.1.5is deleted andsubstituted bythefollowing:

“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 there to or deductions therefrom as may be made under the provisions herein after contained and remedying of any defects therein in accordance with the provisions oftheContract.”

Sub-Clause1.1.11

TheDefectsLiabilityPeriodistheperiodmentionedinthePreambletoConditionsofContract.

Sub-Clause1.1.15

Thefollowingis addedattheend ofSub-Clause:

“oranyother competentperson appointedbythe Employerashisreplacement.”Sub-Clause1.1.23

Thefollowingparagraphisadded:

Theword“Goods”issynonymouswith“Plant.”

Thetext ofSub-Clause1.1.27is deleted andsubstituted bythe following:

“Schedule of Prices” means the completed and priced Schedule of Prices, or any partor individual schedulethereof,submitted by theContractorwith his Bidor revisedandmutuallyagreedandformingapart oftheContract documents.

Sub-Clause1.1.33

Theword“Tender”issynonymouswiththeword“Bid”andtheword“TenderDocuments”withthe word “BiddingDocuments”.

ThefollowingSub-Clausesare added:

“1.1.38“Month”means calendarmonthaccordingtoGregoriancalendar.

1.1.39“Operation and Maintenance Manuals” has the meaning described in Sub-Clause6.6.

1.1.40“WarrantyCertificate”meansthecertificateagainstspecifiedgoods/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 Contractare new, unused and incorporate all recent improvements in design and materialsunless provided otherwise in the Contract and that the Contractor will be responsiblefor making good or replacing any defective goods/equipment during the WarrantyPeriod specified in the Preamble to Conditions of Contract which should commenceafter expiryof DefectLiabilityPeriod.

Sub-Clause1.1.41

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

Sub-Clause1.6 Cost,Overhead Chargesand Profit

Thelastsentence“Anyprofit statedinthePreamble”isdeletedandsubstitutedbythefollowing:

“Any profit entitlement shall be added to cost at the percentage stated in the Bid andagreedin theContract Agreement.”

Sub-Clause2.1Engineer’sDuties

Thetext of Sub-Clause2.1 is deleted andsubstituted bythefollowing:“TheEngineershallcarryoutthedutiesspecified intheContract.

The Engineer may exercise the authority attributable to the Engineer as specified in ornecessarily to be implied from the Contract. The Engineer is required to obtain thespecific approval of the Employer before carrying out hisduties in accordance withthefollowingClauses ofGeneralConditions of Contract:

* + - 1. approvalofSubcontractorunderSub-Clause4.1,
			2. certifyingadditional sumsunder Sub-Clause5.4,
			3. certifyingadditional costsunder Sub-Clauses 11.3&12.3,
			4. certifyinganycost underSub-Clause14.6,
			5. approvalofextensionof timeunderClause26,
			6. issuingaTaking–OverCertificateunder Sub-Clause29,
			7. issuingaDefectsLiabilityCertificate under Sub-Clause30.11,
			8. issuingaVariation Order under Clause31,
			9. fixingrates orprices underClauses 31and 34,
			10. certifyingadditional costs underSub-Clause44.5and
			11. certifyingadditional costs under Sub-Clause47.2;

Except for such variations pursuant to Sub-Clause 31.1 of the GCC which may benecessaryinanemergencyaffectingsafetyoflife,theworksorofadjoiningproperty.”

ExceptasexpresslystatedintheContracttheEngineershallhavenoauthorityto

relievetheContractorofanyofhis obligationsunderthis Contract.”Sub-Clause2.6 Confirmation in Writing

1. Inline3afterthewords“unduedelay” thefollowingisadded:

“but not after the number of days mentioned in the Preamble to Conditions ofContractfrom theinstruction ordecision.”

1. Atthe endofSub-Clause2.6, thefollowingisadded:

"The Engineer shall confirm or otherwise within the period mentioned in thePreamble toConditions of Contractfromthe receiptof requirement(s) fromtheContractor.”

Sub-Clause2.7DisputingEngineer’sDecisionsand Instructions

Thefollowingtextis deleted:

“Ifeither party inaccordancewiththeContract.”

Sub-Clause2.8ReplacementofEngineer

Thetext of Sub-Clause2.8 is deleted andsubstituted bythefollowing:

“If the Employer intends to replace the Engineer, the Employer shall, not less than 14days before the intended date of replacement, give notice to the Contractor, of thename, address and relevant experience of the intended replacement Engineer. TheEmployer shall not replace the Engineer with a person against whom the Contractorraisesreasonable objection bynoticeto theEmployer, with supportingparticulars.”

Sub-Clause2.9EngineerNot Liable

Sub-Clause2.9is addedasfollows:

“Approval, reviews and inspection by the Engineer of any part of the Works does notrelieve the Contractorfrom his sole responsibility andliability for thesupply ofremaining materials and equipment for the Works and parts thereof and complete theremainingerectionworksandtestingandcommissioninginaccordancewiththeContract and neither the Engineer's authority to act nor any decision made by him ingood faith as provided for under this Contract whether to exercise or not to exercisesuch authority shall give rise to any duty or responsibility of the Engineer to theContractor, any Subcontractor, any of their representatives or employees or any otherperson performing any of the works. However the Contractor shall be compensated ifanyloss/damage is occurred dueto thedecision oftheEngineer.”

Sub-Clause4.2NoContractualRelationbetweenSubcontractorandtheEmployer

Sub-Clause4.2is addedasfollows:

NothingcontainedintheContractDocumentsshallcreateanycontractualrelationbetweenanySubcontractorand the Employer.

Sub-Clause5.3 Priorityof Contract Documents

Sub-Clause5.3is deletedandsubstituted bythefollowing:

“UnlessotherwiseprovidedintheContractthepriorityoftheContractDocumentsshallbeas follows:

1. TheContractAgreement(ifcompleted)
2. TheLetterofAcceptance
3. ThecompletedFormofBid
4. PreambletoConditionsofContract
5. TheParticularConditionsofContract
6. TheGeneralConditionsofContract
7. ThepricedSchedule ofPrices
8. Thecompleted Schedulesto Bid
9. TheSpecifications
10. TheDrawings
11. (Anyotherdocument)

In case of discrepancies between drawings, those of larger scale shall govern unlessthey are superseded by drawing(s) of a later date regardless of scale. All drawings andspecifications shall be interpreted in conformity with the Contract Agreement andtheseconditions.”

Sub-Clause5.4DocumentsMutuallyExplanatory

Thetext appearingin the last lineafter thewords“theContract Price”isdeleted.

Sub-Clause6.2Consequencesof Disapprovalof Contractor'sDrawings

Fullstop isdeleted andthe followingwords areadded attheendofSub-Clause:

“fortheapprovaloftheEngineer.However,theContractorshallnotbeentitledfortimeextension on this account.”

Sub-Clause6.6.OperationandMaintenanceManuals

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

“TheOperationandMaintenanceManualsshallincludefullinstructionsfortheoperation, servicing and maintenance of the Plant, not only during the period of theContractor'sliabilitybutmoreparticularlyduringits operatinglife.

The directions shall be set out simply, clearly and systematically. This may be dividedinto two volumes if desirable, one for operation and the second for servicing andmaintenance (in sub–volumes formajoritems ofPlant).

The operational data shall include a complete physical and functional description ofthe Plant (in sub–volumes for major items of Plant) and step–by–step procedures forinspection,checkingandadjustmentsforproper operationofthe Plant.

Themaintenancedatashallincludecompleteinstructionsforroutinechecks,servicing,maintenanceandrepairofallpartsandfordismantling,handlingandre–

assemblyofallequipment,sub–assembliesandallseparatecomponents.Themaintenance data shall also include where possible parts catalogues The lists shallprovide allnecessary informationfor identifying the parts andfor re–ordering theparts including name of part, part number and catalogue references where applicable,nameofmanufacturer, size, capacityand other characteristics .

General arrangements, single line diagrams and detailed drawings shall be providedforreadyreferencein theoperation and maintenanceinstructions.

The manuals shall be printed on ISO paper size A4 (210x297 mm) with offset orequivalentprintingstronglyboundinadurablestiffcoverbearingthetitleinapproved legend. Drawings shall be folded or reduced to 297 mm height. All volumesshallbear on thespineanapproved shortened versionof thetitle.

The Contractor shall submit three draft copies for approval of the Engineer prior toproducingfinishedvolumes.

TheContractorshallprovideten(10)copiesoftheapprovedOperationandMaintenanceManualspriortoTakingOverbytheEmployer.SupplementaryOperation and Maintenance Manualshallbe provided by the Contractor,if required,toincorporatechangesresultingfromexperienceduringtheoperationandmaintenance period. The work shall not be considered to be completed for the purposeoftakingover until suchmanual and drawingshavebeen supplied to the Employer.”

Sub-Clause6.9ManufacturingDrawings

The words “Unless otherwise specified in Part-II” are deleted and the following isaddedat theend ofSub-Clause:

“However, the Contractor is required to disclose to the Engineer or the Employer anyconfidential information necessary to justify the reliability, the efficiency and theoperationand maintenanceof thePlant supplied byhim.”

Sub-Clause6.10“As–Built”Drawings

Thefollowingnew Sub-Clauseis added:

The Contractor shall furnish to the Engineer six (6) copies and one (1) reproducible ofapprovedquality ofall“As–Built”drawingswithintheperiodmentionedinthePreambleto Conditions of Contract.

Sub-Clause8.1GeneralObligations

Thetext of Sub-Clause8.1 is deleted and substituted bythefollowing:

“(a) The Contractor shall commence the work on the date specified in the Preambleto Conditions of Contract and shall proceed with the same with due expeditionandwithout delay.

1. The Contractorshall,inaccordance withthe Contract,withdue careanddiligence,completetheWorksandtestandcommissionthePlantandcarryout the Works within the Time for Completion. The Contractor shall alsoprovideallnecessaryContractor'sEquipment,superintendence,labourand

exceptasstatedhereinbelow,allnecessaryfacilitiestherefor.

The Employer will permit use of the Erection, Testing Equipment and MaintenanceToolsas stated in thePreambletoConditions of Contract.

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

Sub-Clause10.1PerformanceSecurity

Sub-Clause10.1 isdeleted andsubstituted bythe following:

“The Contractor shall provide a Performance Security in the prescribed Form annexedto these Documents. The said Security shall be furnished by the Contractor within 28daysafterthereceiptofLetterofAcceptance.ThePerformanceSecurityshallbeofan amount equal to 10 percent of the Contract Price in the currency (ies) of theContractattheoptionofthebidder,intheformofBankGuaranteefromanyScheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or an insurance company having alteastAAratingfrom PACRA/JCR.”

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

Sub-Clause10.3 Claimsunder PerformanceSecurity

Sub-Clause10.3isdeletedinitsentirety.ThefollowingSub Clauseis added:

Sub-Clause10.4PerformanceSecurityBindingon VariationsandChanges

“The Performance Security shall be binding irrespective of variations and changes inthe quantities of the Works or extensions in completion time of the Works, which aregrantedor agreed upon under theprovisionsof theContract.”

Sub-Clause12.1ProgrammetobeFurnished

Sub-Clause12.1(a)is deletedandsubstituted bythefollowing:

“(a)the order in which the Contractor proposes to carry out the Works (includingpreliminaries, 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:

* 1. Employment of local and expatriate labour of various categories,
	2. Localmaterialprocurement,
	3. Materialimports,ifany.”

InSub-Clause12.1(c)(iv) thewords “anyimportlicenses” aredeleted.

Sub-Clause12.4MonthlyProgressReport

ThefollowingSub-Clause12.4 isadded:

“During the period of the Contract, the Contractor shall submit six sets of report to theEngineernot later than the 8th dayof eachmonth,including:

1. a construction schedule indicating the progress achieved during the precedingmonth;
2. descriptionofallworkcarriedoutsincethelastreport;
3. descriptionoftheworkplannedforthenextfortytwodayssufficientlydetailed to enable the Engineer to determine his programme of inspection and testing;
4. summaryof dailyjobrecord forthe precedingmonth;and
5. colour photographs to illustrate progress.

Sub-Clause12.5 DailyJob Record

ThefollowingSub Clause12.5 is added:

“During the period of the Contract, the Contractor shall keep a daily record of theworkprogress,whichshall bemadeavailable totheEngineerasandwhen requested.

Thedaily recordshallincludeparticularsofweatherconditions,numberofmenworking,indifferentcategories,deliveriesofmaterials,quantity,locationandassignmentofequipment.”

Sub-Clause13.1Contractor'sRepresentative

Atthe end oftheSub-Clausethe followingis added:

“The Contractor's Representative shall be a competent and skilled person approved bythe Engineer (whichapproval may atany timebewithdrawn) andwho shall bepresentontheSiteduringallworkinghours.HeshallbefluentintheEnglishlanguage.HeshallnotbetransferredfromtheSitewithouttheconsentoftheEngineer. The Contractor's Representative shall be a Registered/Professional engineerasdefined inthe PakistanEngineeringCouncil Act1975 (V of1976).”

Sub-Clause13.3Language AbilityofSuperintendingStaffofContractor

ThefollowingSub-Clause13.3is added:

“A reasonable proportion of the Contractor's superintending staff shall have a workingknowledgeof theEnglish language.”

Sub-Clause13.4EmploymentofLocalPersonnel

ThefollowingSub-Clause13.4is added:

“TheContractorshall,totheextentpracticableandreasonable,employstaffandlabourfrom sourceswithin Pakistan.”

Sub-Clause14.1Contractor'sEquipment

Replacetheword“or”attheendofSub-paragraph(a)bytheword“and”andinsertthefollowingat theendofSub-paragraph(b):

“which shall not be unreasonably withheld.”Sub-Clause14.2 SafetyPrecautions

Atthe end oftheSub-Clausethe followingis added:

“Inordertoprovideforthesafety,healthandwelfareofpersons,andforpreventionof damage of any kind, all operations for the purposes of or in connection with theContractshallbecarriedoutincompliancewiththesafetyrequirementsoftheGovernmentofPakistanwithsuchmodificationstheretoastheEngineermayauthorise or direct and the Contractor shall take or cause to be taken such furthermeasuresand comply with such further requirements as the Engineer may determinetobe reasonablynecessaryfor such purpose.

The Contractor shall make, maintain, and submit reports to the Engineer concerningsafety, health and welfare of persons and damage to property as the Engineer mayfromtimeto timeprescribe.”

Sub-Clause14.3 ElectricityWaterand Gas

Thetext of Sub-Clause14.3 isdeleted and substitutedbythefollowing:

“TheContractorshallberesponsibleformakinghisownarrangementsfortheadequate supply of electricity, water and gas required for the effective performance ofhis obligations under the Contract. Subject to the aforesaid, the Contractor shall beentitled to use for the purposes of the Works such supplies and services as may beavailable on the Site. The Contractor shall, before the commencement of the work atSite, 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 atthe rates/cost incurred by the Employer. The Contractor shall at his own cost provideanyapparatus necessaryforsuchuse.”

Sub-Clause14.4Employer’sEquipment

Thetext of Sub-Clause14.4 isdeleted and substitutedbythefollowing:

“The Employer shall, if the Contractor so requests for the execution of the works,operateanyavailableequipmentofwhichdetailsaregiveninthePreambletoConditions of Contract. The Contractor shall pay the Employer a mutually agreedpriceforsuch use.

The Employer shall during such operation retain control of and be responsible for thesafeworkingof theequipment.

Sub-Clause14.8InformationforImportPermits&Licences

Thetext of Sub-Clause14.8 isdeleted and substitutedbythefollowing:

“The Contractor shall submittothe Employer ingood time such detailsof allPlantand Contractor's Equipment as is to be imported into Pakistan and identify as to whatassistance of the Employer is required for obtaining by the Contractor of all necessaryimportpermits or licences.”

Sub-Clause15.2Compliancewith Laws

TheSub-Clause15.2is deletedand substitutedbythefollowing:

“TheContractorshallcomplywiththeLawsofcountryofmanufactureandtheLawsofPakistan wherethe Plant is to beerected.”

Sub-Clause16.4Photographsof WorksandAdvertisementProhibited

Sub-Clause16.4 is added:

“Except with the prior written authorisation of the Employer the Contractor shall notexhibit or permit to be exhibited any photographs or advertisement on the Works. AnyauthorizedexhibitionshallbeimmediatelyremovediftheEmployersorequires.”

Sub-Clause16.5TrainingofEmployer'sStaff

Sub-Clause16.5 is added:

“The Contractor shall provide such facilities for the training of suchnumbers ofPakistani engineers, engineering students, apprentices and trade apprentices on suchsectionsoftheWorksattheSiteoronthe Contractor’spremisesorContractorselected 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 wayof wages and allowances are to be paid by the Contractor to such persons and shallreimburse the Contractor for such sums as are so directed to be paid and are paid. TheContractor shall also provide medical expenses or medical insurance and travellingexpenses for trainees if required by the Employer which shall be reimbursed by theEmployer.

Thelanguageof trainingattheabovestatedpremises shallbe EnglishandUrdu.”

Sub-Clause17.4ConsentsandWayLeaves

TheSub-Clause17.4is deletedand substitutedbythefollowing:

The Employer shall issue permissions, letters, certificates and provide such otherassistancetotheContractorforhisobtainingpermits-to-work,wayleavesandapprovals 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 inrespect of any land compensation for obtaining such way leaves, required for theWorks.

Sub-Clause17.5– Import Permitsand Licenses

Theword“Employer”isdeletedandsubstitutedbytheword“Contractor”andthefollowingis addedat theend ofSub-Clause17.5:

“the Employer will provide assistance for this purpose.”Sub-Clause18.1 – Engagement ofLabour

Atthe end ofthe Clause thefollowingis added:

“inaccordancewiththeregulations,ordersandrequirementsoftheGovt.ofPakistan.”

Sub-Clauses18.5to 18.12 areadded:

“Sub-Clause18.5EmploymentofPersonsintheServiceofOthers

The Contractor shall not recruit or attempt to recruit staff and labour from amongst the persons in the service of the Employer or the Engineer and vice–versa, unlessmutuallyagreed betweentheEmployer/Engineerand theContractor

Sub-Clause18.6AlcoholicLiquororDrugs

The Contractor shall not, otherwise than in accordance with the Statutes, Or dinances 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, barterordisposalbyhisSubcontractors,agents,employeesor labour.

Sub-Clause18.7 Armsand Ammunition

TheContractorshallnotgive,barterorotherwisedisposeoftoanypersonorpersons,anyarms orammunition of anykind or permit or sufferthesame asaforesaid.

Sub-Clause18.8FestivalsandReligiousCustoms

TheContractorshallinalldealingswithhisstaffandlabourhavedueregardtoallrecognisedfestivals, days of restand religious orothercustoms.

Sub-Clause18.9 DisorderlyConduct

TheContractorshallatalltimestakeallreasonableprecautionstopreventanyunlawful riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of persons and property in the neighbor hood ofthe Works.

Sub-Clause18.10 Records ofSafetyand 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 timetotimeprescribe.

Sub-Clause18.11ReportingofAccidents

The Contractor shall report to the Engineer details of any accident as soon as possibleafter its occurrence.Inthe case of any fatality or serious accident, the Contractorshall, in addition to appropriate action required under the law, notify the Engineerimmediatelybythe quickest available means.

Sub-Clause18.12CompliancebySubcontractors

TheContractorshallberesponsibleforcompliancebyhisSubcontractorsoftheforegoingprovisions.”

Sub-Clause19.1Manner ofExecution

Thefollowingis addedattheend ofSub-Clause:

“TheContractorshallsubmitforapprovaloftheEngineer,hisdetailedmethodstatement(s)fortheexecutionofsuchitemsofworkasmaybedesiredbytheEngineer.Approvalofsuchmethodstatement(s)shallneitherrelievetheContractorof his responsibilities under the Contract nor form any basis for claiming additionalcosts.”

Sub-Clause19.3 UncoveringWork

The following is added at the end of second paragraph of Sub-Clause 19.3:“Inanyother case, allcosts shallbe bornebytheContractor.”

Sub-Clause19.4Useof PakistaniMaterials

ThefollowingSub-Clause19.4is added:

“TheContractorshallsofarasmaybeconsistentwiththeContractmakethemaximum use of materials, supplies and equipment indigenous to or produced inPakistan and services available in Pakistan or operated in Pakistan provided suchmaterials,supplies,equipment andservicesshallbe ofrequired standard.”

Sub-Clause24.1 Costof Suspension

At the end of the second paragraph after theword “Contractor” the following isadded:

“or for the proper execution or for the safety of the Works or Plant unless suchnecessity resultsfromany actordefaultoftheEngineerortheEmployerorinconsequenceof anyof theEmployer's Risks underSub-Clause37.2.”

Sub-Clause24.4 Resumptionof Work

Firstparagraphof Sub-Clause24.4 isdeletedandsubstitutedbythefollowing:

“IftheContractorchoosesnottotreatprolongedsuspensionasanomissionorterminationunderSub-Clause24.3,theEmployershall,upontherequestoftheContractor, take over the responsibility for protection, storage, security and insuranceof the suspended Works and of the Plant which has been delivered to the Site andwhich is affected by suspension and the risk of loss or damage thereto shall thereuponpassto the Employer.”

Sub-Clause25.1TimeforCompletion

Thetext of Sub-Clause25.1 isdeleted and substitutedbythefollowing:

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

Sub-Clause26.1ExtensionofTimeforCompletion

Sub-Clause 26.1(h) is deleted.Sub-Clause26.3EarlierCompletion

1. AttheendofSub-Clause26.3(a)thefollowingtextisaddedandClauseisre-designatedas 26.3.

“TheextrasumtobepaidtotheContractorforCompletionofWorkspriortothedateofCompletionestablishedunderSub-Clause25.1shallbecomputed

onthebasisofthesumsmentionedinthePreambletoConditionsofContract.”

1. Sub-Clause 26.3 (b) is deleted.“Sub-Clause26.4 Rate ofProgress

Sub-Clause26.4 is added:

“If for any reason, which does not entitle the Contractor to an extension of time, therate of progress of the Works or any Section is at any time, in the opinion of theEngineer, too slow to comply with the Time for Completion, the Engineer shall sonotify the Contractor who shall thereupon take such steps as are necessary, subject tothe consent of the Engineer, to expedite progress so as to comply with the Time forCompletion. The Contractor shall not be entitled to any additional payment for takingsuch steps. If, as a result of any notice given by the Engineer under this Clause, theContractorconsidersthatitisnecessarytodoanyworkatnightoronlocallyrecognized days of rest, he shall be entitled to seek the consent of the Engineer so todo.Providedthatifanysteps,takenbytheContractorinmeetinghisobligationsunder this Sub-Clause, involve the Employer in additional supervision costs, suchcostsshall,afterdueconsultationwiththeEmployerandtheContractor,bedetermined by the Engineer and shall be recoverable from the Contractor by theEmployer, and may be deducted by the Employer from any moneys due or to becomedue to the Contractor and the Engineer shall notify the Contractor accordingly, with acopyto theEmployer.”

Sub-Clause27.1DelayinCompletion

Sub-Clause27.1 isdeleted andsubstituted bythe following:

“If the Contractor fails to deliver the Works, or any part thereof, within the time statedin Sub-Clause 25.1, or fails to complete the whole of the Work, or, if applicable, anySection within the relevant time prescribed by Sub-Clause 25.1, then the Contractorshall pay to the Employer the relevant sum stated hereinbelow as liquidated damagesforsuchdefault(whichsumshallbetheonlymoneysduefromtheContractorforsuch default) for every day or part of a day which shall elapse between the relevanttime for Delivery or Time for Completion and the actual date of delivery at site or thedate stated in a Taking–Over Certificate of the whole of the Works or the relevantSection,as thecasemaybe,subject to theapplicable limit statedhereinbelow.

The Employer may deduct the amount of such damages from any monies due or tobecome due to the Contractor. The payment or deduction of such damages shall notrelieve the Contractor from his obligation to complete the Works, or from any other ofhisobligations &liabilities under theContract.”

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-Clause28.7Consequencesof FailuretoPassTestsonCompletion

Thewords“byarbitration”appearingattheendoftheSub-Clause28.7(c)aredeletedandsubstituted bythe words “bythe Engineer”.

Sub-Clause30.4Extension of DefectsLiabilityPeriod

Attheend of4th paragraphofSub-Clausethe followingis added:“oramutuallyagreed period.”

Sub-Clause30.5FailuretoRemedyDefects

In firstlineafterthewords“reasonabletime”the followingisadded:“fixedbythe Engineer”.

Sub-Clause30.13UnfulfilledObligations

NewSub-Clause30.13isaddedashereinbelow:

“AftertheDefectsLiabilityCertificatehasbeenissued,theContractorandtheEmployer shall remain liable for the fulfillment of any obligation which remainsunperformedatthattime. For the purposesof determining the natureand extentofanysuch obligation, theContract shall bedeemedto remain inforce.”

Sub-Clause31.1Engineer'sRighttoVary

Thefollowingis addedattheendofsecondparagraph:

“No such variation shall in any way vitiate or invalidate the Contract, but the effect, ifany, of all such variations shall be valued in accordance with Clause 31. Provided thatwhere the issue of an instruction to vary the Works is necessitated by some default ofor breach of Contract by the Contractor or for which he is responsible, any additionalcostattributable to suchdefault shallbe bornebythe Contractor.”

Sub-Clause31.5RecordofCosts

Theword“Engineer”in4thlineofSub-Clauseisdeletedandsubstitutedby“Engineer/Employer”.

Sub-Clause31.6DayworkunderVariationOrder

NewSub-Clause31.6isaddedasgivenbelow:

“A Variation Order may provide that work done pursuant thereto shall be executed asDaywork.InsuchcasetheContractorshallbepaidforsuchworkundertheconditionsand therates and prices set out intheDayWork Schedule.”

Sub-Clause31.7ValueEngineering

NewSub-Clause31.7isaddedasgivenbelow:

The Contractor may, at any time, submit to the Engineer a written proposal which inthe Contractor’s opinion will reduce the cost of constructing, maintaining or operatingtheworks,or improvetheefficiency or valuetotheEmployer of thecompletedWorksorotherwisebeofbenefittotheEmployer.Anysuchproposalshallbeprepared at the cost of the Contractor. However Employer is not bound to accept suchproposal.

Sub-Clause33.1TermsofPayment

(Employer may vary this Sub-Clause)ThefollowingSub-Clausesareadded:

Sub-Clause33.1.1RetentionofPayment

If at any time any payment would fall due for Works or part of Works and, if thereshallbe any defectinpartofsuch Worksinrespectof whichsuchpaymentisproposed, the Employer may retain the whole or any part of such payment. Any sumretained by the Employer pursuant to the provisions of this Clause shall be paid to theContractorafter thesaiddefect is removed.

Sub-Clause 33.1.2PaymentWhere Taking-OverCertificateIssuedforSectionorpartofWorks

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 shallbe made in respect of the section or part taken-over and reference to the price shallmean such part of the price as shall, in the absence of agreement, be apportionedthereto bythe Engineer.

Sub-Clause33.2 MethodofApplication

(Employer mayvarythisSub-Clause)

Sub-Clause33.5Payment

Sub-Clause33.5 isdeleted andsubstituted bythe following:

TheamountduetotheContractorunderanyInterimPaymentCertificateissuedbythe Engineer pursuantto thisClause, or toany other termof the Contract,shall,subject to Clause 27, be paid by the Employer to the Contractor within 30 days aftersuchInterimPaymentCertificatehasbeenjointlyverifiedbyEmployerandContractor, or, in the case of the Final Certificate referred to in Sub-Clause 33.10within60daysafter suchFinalPaymentCertificate hasbeenjointly verified byEmployer and Contractor; Provided that the Interim Payment shall be caused in 42daysand FinalPayment in 60days incaseof foreignfunded project.

Deduction shall be made from the netamounts payable to the Contractor of anysum(s) in accordance with the prevalent Federal and/or Provincial laws, provided thatnosuchdeductionshallbemadefromthosepaymentsinrespectofwhichtheContractorhasobtainedexemption underthe Law.”

Sub-Clause33.6Delayed Payment

Thetext of Sub-Clause33.6 isdeleted and substitutedbythefollowing:

“IntheeventofthefailureoftheEmployertomakepaymentwithinthetimesstatedin Sub-Clause 33.5, the Employer shall pay to the Contractor compensation at the rateof 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 havebeen paid. The provisions of this Sub-Clause are without prejudice to Contractor'sentitlementunder Sub-Clause46.1.”

Sub-Clause33.8PaymentbyMeasurement

TheworkshallbemeasuredfortheunitsmentionedintheScheduleofPricesaccording to the Contract as determined by the Engineer from approved drawings,Specificationsand Contract Documents.

Sub-Clause33.12WithholdingofPayment

NewSub-Clause33.12isaddedasgivenbelow:

If the Works or any part thereof are not being carried out to the Engineer's satisfactionandin order to protecttheEmployer from loss onaccount of:

1. defectiveworknotrectified
2. guaranteesnotmet
3. claimsfiledagainsttheContractor
4. failure of the Contract or to make payments due for Plant procured or labour employed by him.
5. damageto anyothercontractoremployed bythe Employer.
6. Contractor'snon–compliancewiththeContract
7. anyGovernmentduesrecoverablefromtheContractorifnotifiedbytheGovernment

The Engineer may notify withholding of such payments or part thereof as may, in hisopinion, be related to the aforesaid reasons/grounds. When the reasons/grounds forwithholding the payment are removed by the Contractor, the Engineer shall uponbeingsatisfiedtothateffectissueCertificateofPaymentinrespectofwithheldamounts.

Sub-Clause35.1PaymentinForeignCurrencies

(Employer mayvarythisSub-Clause)

Sub-Clause35.2CurrencyRestrictions

Thetext of Sub-Clause35.2 isdeleted and substitutedbythefollowing:

“AnyrequiredforeigncurrencytransactionsshallbemetbytheEmployer/Contractorathiscost from his own resources.”

Sub-Clause35.3Ratesof Exchange

The words“asstatedinthe Preamble”appearing in3rdline ofSub-Clausearedeletedandsubstituted bythe words“aspublished or authorized byState Bank ofPakistan”.

Sub-Clause36.4PaymentagainstProvisionalSums

Sub-Clause36.4 isdeleted andsubstituted bythe following:

“Provisional Sum if any will be expended on the direction of the Engineer throughVariation Orders which would be valued in accordance with the provisions of Clause31Conditions of Contract.”

Sub-Clause37.2Employer'sRisks

Thetext ofSub-Clause37.2 isdeleted and substitutedbythe following:“TheEmployer'sRisks are:

* 1. (Insofar as they relate to Pakistan) war and hostilities (whether war bedeclaredor not), invasion, actof foreign enemies
	2. (Insofar as they relate to Pakistan) rebellion, revolution, insurrection,militaryor usurped power orcivil war
	3. ionizing radiation or contamination by radioactivity from any nuclearfuel, radio-active toxic explosives or other hazardous properties of anyexplosivenuclear assemblyor nuclear componentsthereof
	4. pressure wavescausedby aircrafttravelling atsonic orsupersonicspeed
	5. (Insofar as they relate to Pakistan) riot, commotion or disorder, unlesssolelyrestrictedtotheemployeesoftheContractororofhisSubcontractors
	6. useor occupation oftheWork oranypart thereofbythe Employer
	7. fault, error, defector omissioninthe design of any part of the WorksbytheEngineer,EmployerorthoseforwhomtheEmployeris

responsibleforwhichtheContractorhasdisclaimedresponsibilityinwritingwithin areasonable timeafterthe receiptofsuchdesign

* 1. the use or occupation of the Site by the Works or any part thereof, orfor the purposes of the Contract: or interference, whether temporary orpermanentwithanyrightofway,light,airorwaterorwithanyeasement,wayleavesorrightofasimilarnaturewhichistheinevitable result of the construction of the Works in accordance withtheContract
	2. the right of the Employer to construct the Works or any part thereof on,over, under, in or through anyland
	3. damage(otherthanthatresultingfromtheContractor'smethodofconstruction) which is the inevitable result of the construction of theWorksin accordancewith the Contract
	4. the act, neglect or omission or breach of contract or of statutory duty oftheEngineer,theEmployerorothercontractorsengagedbytheEmployeror oftheirrespectiveemployeesor agents.”

Sub-Clause39.2 LossorDamageBeforeRiskTransferDate

Thewords“byarbitrationunderClause50”aredeletedandsubstitutedbythewords“bytheEngineer”.

Sub-Clause39.4 DutytoMinimizeDelay

NewSub-Clause39.4isaddedasgivenbelow:

EachPartyshallatalltimesuseallreasonableendeavourstominimizeanydelayinthePerformanceof the Contract as a result of Risks.

TheContractorshallgivenoticetotheEmployerandviceversatheEmployershallgive noticeto theContractor in caseof foreseeabledelaybythe Risks.

Sub-Clause40.2Employer's Liability

The text of Sub-Clause40.2 from thewords “orof death or personal injury”to theendofthe Sub-Clause, isdeletedand substituted bythe following:

“........(otherthantheWorks)orofdeathorpersonalinjurytotheextentcausedbyany of the Employer's Risks listed in paragraphs (f), (g), (h), (i), (j), and (k) of Sub-Clause37.2 but not otherwise.”

Sub-Clause42.2Maximum Liability

the words “the sum stated in the Preamble to Conditions of Contract or if no such sumisstated”appearingin 2nd line ofSub-Clauseare deleted.

Sub-Clause42.6ForeseenDamage

Sub-Clause42.6isdeletedinitsentirety.

Sub-Clause43.1TheWorks(Insurance)

(Employer may vary this Sub-Clause)Sub-Clause43.2Contractor's Equipment

Sub-Clause43.2 isdeleted andsubstituted bythe following:

“The Contractor shall insure the Contractor's Equipment for its full replacement value whileon theSiteagainstallloss or damagecausedbyanyof theContractor'sRisks.”

Sub-Clause43.3ThirdPartyLiability(Insurance)

(Employer mayvarythisSub-Clause)

Sub-Clause43.7Remedieson theContractor’s Failureto Insure

In3rdlineafter theword,“purpose”,the expressions-“andreasonablecostsincludingtheman-hourscosts ofEmployer’s Personnel”areadded.

Sub-Clause43.9CurrencyofInsurance

NewSub-Clause43.9isaddedasgiven below:

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

Sub-Clause43.10Contractor toNotify

NewSub-Clause43.10isaddedasgivenbelow:

“It shall be the responsibility of the Contractor to notify the insurance company of anychanges in nature and extent of the Works and to ensure the adequacy of the insurancecoverageat all times inaccordancewiththe provisionsof theContract.”

Sub-Clause43.11Procurementof InsurancePolicies

NewSub-Clause43.11isaddedasgivenbelow:

“TheContractorshallprocureandsubmittheinsurancecoverunderthisClausewithin a period of 28 days from the date of receipt of Letter of Acceptance from theEmployer.”

Sub-Clause44.6Damage CausedbyForceMajeure

Atthe end ofthe Sub-Clause44.6 the followingis added:

“HowevertheContractorshallputuphisclaimtotheEmployer/Engineerwithfulldetailsand justification.”

Sub-Clause44.8PaymentonTerminationforForceMajeure

Textinsub-para(c)isdeleted andpara(d)and(e) arere-numberedas(c) and(d).

Sub-Clause44.10ForceMajeureAffectingEngineer’sDuties

Sub-Clause44.10isdeletedinits entirety.

Sub-Clause45.2Contractor'sDefault

Thefollowingparagraphisadded at theendof Sub-Clause45.2.

“The Employer or such other contractor may use for such completion any Contractor'sEquipment which is upon the Site as he or they may think proper, and the Employershallpaythe Contractorareasonable compensation forsuchuse”.

Sub-Clause 45.6 is added as follows:Sub-Clause45.6IntegrityPact

If the Contractor, or any of his Subcontractors, agents or servants is found to have violated orinvolved in violation of the Integrity Pact signed by the Contractor as Schedule-H to his Bid,thentheEmployer shallbeentitled to:

1. recover from the Contractor an amount equivalent to ten times the sum of anycommission, gratification, bribe, finder’s fee or kickback given by the Contractororanyof his Subcontractors, agents or servants;
2. terminatetheContract;and
3. recoverfromtheContractoranylossordamagetotheEmployerasaresultofsuchterminationorofanyothercorruptbusinesspracticesoftheContractororanyof his Subcontractors, agents or servants.

The terminationunderSub-Para (b)of thisSub-Clause shallproceedinthe mannerprescribed under Sub-Clauses 45.2 to 45.5 and the payment under Sub-Clause 45.4 shallbemadeafterhavingdeductedtheamountsduetotheEmployerunderSub-Para(a)and

(c)ofthisSub-Clause.

Sub-Clause46.1Employer'sDefault

Thecommaandtheword“or”attheendofparagraph(d)ofSub-Clause46.1aredeletedand substituted byperiod (.)Paragraph (e)of Sub-Clause46.1 is deleted.

Sub-Clause46.3PaymentonTerminationforEmployer'sDefault

Thewords“includinglossofprofit”inthesecondparagraphofSub-Clause46.3aredeleted.

Sub-Clause47.1 Labour, MaterialsandTransport

(EmployertomodifythisSub-ClauseasprovidedunderClause70.1ofPCCofPECCivilDocumentsand followingPEC ProcedureandFormulaforPriceAdjustment)

Sub-Clause48.1Customsand ImportDuties

(Employer may vary this Sub-Clause)TheSub-Clause48.3is added:

Sub-Clause48.3PortChargesandPortCongestion

TheContractorshallbedeemedtohaveobtainedalltheinformationregardingfacilities and charges, in respect of port clearance, loading and unloading, storage,transportation,congestionandconfirmedtherequirementsthereofathisownresponsibility and all such costs and charges are deemed to be includedin the ratesandprices of theScheduleof Prices.

Sub-Clause49.1NoticetoContractor

Thefollowingis added atthe end ofSub-Clause49.1:

“For thepurposesof Sub-Clause 49.1 the Contractor shall,immediately after receiptof Letter of Acceptance, intimate in writing to the Employer and the Engineer byregistered post, the address of his principal place of business or any change in suchaddressduringthe periodof theContract.”

Sub-Clause50Disputes&Arbitration

Clause50isdeletedandinitsplacethefollowingSub-Clauses50.1to50.5areinserted:

“50.1If a dispute of any kind whatsoever arises between the Employer and theContractor in connection with, or arising out of, the Contract or the executionoftheWorks,whetherduringtheexecutionoftheWorksoraftertheircompletion and whether before or after repudiation or other termination of theContract, including any dispute as to any opinion, instruction, determination,certificate or valuation of the Engineer, the matter in dispute shall, in the firstplace, 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 thanthe fifty sixth (56) day after the day on which he received such reference, theEngineer shall give notice of his decision to the Employer and the Contractor.Suchdecision shall statethat it is madepursuantto this Clause.

Unless the Contract has already been repudiated or terminated, the Contractorshall, 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 suchdecisionoftheEngineerunlessanduntilthesameshallberevised,ashereinafterprovidedin anamicablesettlement or in anarbitralaward.

In any case where the Conditions of Contract provide that the decision of theEngineer is to be final and conclusive, such decision shall not be referable to arbitration under this Clause norshall the samebe questionedin any otherformof proceedings whatsoever.

* 1. If either the Employer or the Contractor be dissatisfied with a decision of theEngineer or if the Engineer fails to give notice of his decision on or before thefifty sixth(56) day aftertheday onwhichhereceivedthereference,theneither 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 thecasemaybe,givenoticetotheotherpartytocommencearbitration,ashereinafter provided, as to the matter in dispute. Such notice shall establish theentitlementofthepartygivingthesametocommencearbitration,ashereinafter provided, as to such dispute and, subject to Sub-Clause 50.5, noarbitrationin respectthereofmaybecommencedunless suchnoticeisgiven.

If the Engineer has given notice of his decision as to a matter in dispute to theEmployer and the Contractor and no notification of intention to commencearbitration as to such dispute has been given by either the Employer or theContractor on or before the twenty eighth (28) day after the day on which theparties received notice as to such decision from the Engineer the said decisionshallbecome finaland bindingupon theEmployerandthe Contractor.

* 1. Where notice of intention to commence arbitration as to a dispute has beengiven in accordance with Sub-Clause 50.2, arbitration of such dispute shall notbe commenced unless an attempt has first been made by the parties to settlesuchdisputeamicably throughmutualnegotiationwithinninety (90)daysfromthedate ofnotification of Engineer’sdecision.
	2. Anydispute in respectofwhich:
		1. thedecision,ifany,oftheEngineerhasnotbecomefinalandbindingpursuantto Sub-Clause50.1 and
		2. amicablesettlementhasnotbeenstarted/reachedwithintheperiodstatedin Sub-Clause50.3

shall be finally settled, unless otherwise specified in the Contract, under thePakistanArbitrationAct,1940(ActNo.Xof1940)andRulesmadethereunderasamended,byoneormorearbitratorsappointedundersuchRules.

The said arbitrator(s) shall have full power to open up, review and revise anydecision, opinion, instruction, determination, certificate or valuation of theEngineerforthepurposeofobtainingsaiddecisionpursuanttoSub-Clause

50.1. No such decision shall disqualify the Engineer from being called as awitness and giving evidence before the arbitrator(s) on any matter whatsoeverrelevantto the dispute.

ThevenueofarbitrationproceedingsshallbetheplaceinPakistanasmentionedin the Preamble to Conditions of Contract.

* 1. Where neither the Employer nor the Contractor has given notice of intention tocommence arbitration of a dispute within the period stated in Sub-Clause 50.1or 50.2 andtherelateddecision has become final and binding,either partymay,iftheotherpartyfailstocomplywithsuchdecision,andwithoutprejudice to any other rights it may have, refer the failure to arbitration inaccordance with Sub-Clause 50.4. The provisions of Sub-Clauses 50.1 to 50.2shall not applyto anysuch reference.

**STANDARDFORMS**

#### STANDARDFORMS

PageNo.

StandardFormsincludethefollowing:

* [FormofBid Security 174](#_TOC_250002)

[(BankGuarantee)](#_TOC_250001)

* Formof Contract Agreement 176
* Formof PerformanceSecurity 178

(BankGuarantee)

* [Formof Bank Guarantee/BondforAdvancePayment 180](#_TOC_250000)

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

#### FORMOFBID SECURITY

(Bank Guarantee)

GuaranteeNo. Executedon Expirydate

[LetterbytheGuarantortotheEmployer]

NameofGuarantor(Bank)withaddress: NameofPrincipal(Bidder)withaddress:

PenalSum ofSecurity(express inwords and figures):

BidReferenceNo. DateofBid

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and atthe request of the said Principal, we the Guarantor above-named are held and firmly bounduntothe ,(hereinaftercalledThe“Employer”)inthe sum stated above, for the payment of which sum well and truly to be made, we bindourselves, our heirs, executors, administrators and successors, jointly and severally, firmly bythesepresents.

THECONDITIONOFTHISOBLIGATIONISSUCH,thatwhereasthePrincipalhassubmittedtheaccompanying Bid numbered and dated as above for

 (Particulars of Bid) to the said Employer;and

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

1. thattheBidSecurityshallremainvalidforaperiod28daysbeyondtheperiodofvalidityof the Bid;
2. thatin theevent of;
	1. thePrincipal withdrawshisBid duringtheperiodof validityofBid, or
	2. thePrincipaldoesnotacceptthecorrectionofhisBidPrice,pursuanttoSub-

Clause24.2of InstructionstoBidders,or

* 1. failureof thesuccessful bidderto
		1. furnishthe required Performance Security, inaccordance withClause34ofInstructions to Bidders, or
		2. signtheproposedContractAgreement,inaccordancewithClause35of Instructions to Bidders,

thentheentiresumbepaidimmediatelytothesaidEmployerasliquidateddamagesandnot as penaltyforthesuccessful bidder'sfailureto perform.

NOWTHEREFORE,ifthesuccessfulbiddershall,withintheperiodspecifiedtherefor,onthe prescribed form presented to him for signature enter into a formal Contract with the saidEmployer in accordance with his Bid as accepted and furnish within twenty eight (28) days ofhis being requested to do so, a Performance Security with good and sufficient surety , as maybe required, upon the form prescribed by the said Employer for the faithful performance andproperfulfilmentofthesaidContractorintheeventofnon-withdrawalofthesaidBidwithin the time specified for its validity then this obligation shall be void and of no effect, butotherwiseto remain in full forceandeffect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum statedabove upon first written demand of the Employer without cavil or argument and withoutrequiring the Employer to prove or to show grounds or reasons for such demand notice ofwhich shall be sent by the Employer by registered post duly addressed to the Guarantor at itsaddressgivenabove.

PROVIDED ALSO THAT the Employer shallbe thesoleandfinaljudge for decidingwhether the Principal has duly performed his obligations to sign the Contract Agreement andto furnish the requisite Performance Security within the time stated above, or has defaulted infulfilling said requirements and the Guarantor shall pay without objection the sum statedabove upon first written demand from the Employer forthwith and without any reference tothe Principal oranyother person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed the instrument underits seal on the date indicated above, the name and seal of the Guarantor being hereto affixedand these presents duly signed by its undersigned representative pursuant to authority of itsgoverningbody.

Guarantor(Bank)

Witness: Signature

1. Name

Title

CorporateSecretary(Seal)

2.

(Name,Title &Address) Corporate Guarantor (Seal)

#### FORMOFCONTRACTAGREEMENT

THISCONTRACTAGREEMENT(hereinaftercalledthe“Agreement”)madeonthedayof (month)20between

 (hereaftercalledthe“Employer”)oftheonepartand (hereaftercalledthe “Contractor”)ofthe other part.

WHEREAStheEmployerisdesirousthatcertainWorks,viz shouldbeexecuted by the Contractor and has accepted a Bid by the Contractor for the execution andcompletionofsuchWorks and the remedyingofanydefects therein.

NOW this Agreement witnessed as follows:

1. InthisAgreementwordsandexpressionsshallhavethesamemeaningsasarerespectivelyassignedtothemin theConditionsofContracthereinafterreferredto.
2. Thefollowingdocumentsafterincorporatingaddenda,ifanyexceptthosepartsrelating to Instructions to Bidders shall be deemed to form and be read and construedaspart of this Agreement, viz:
	1. TheContractAgreement
	2. TheLetterofAcceptance
	3. ThecompletedFormofBid
	4. ThePreambletoConditionsofContract
	5. TheParticularConditionsofContract
	6. TheGeneralConditionsofContract
	7. ThepricedScheduleofPrices
	8. Thecompleted Schedulesto Bid
	9. TheSpecifications
	10. TheDrawings
3. In consideration of the payments to be made by the Employer to the Contractor ashereinafter mentioned, the Contractor hereby covenants with the Employer to executeand complete the Works and remedy defects therein in conformity and in all respectswiththeprovisions of theContract.
4. TheEmployerherebycovenantstopaytheContractor,inconsiderationoftheexecution and completion of the Works as per provisions of the Contract, the ContractPriceorsuchothersumasmaybecomepayableundertheprovisionsoftheContractatthetimes and in themanner prescribed bythe Contract.

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

Signatureof theContactor SignatureoftheEmployer

(Seal) (Seal)

Signed,Sealed andDeliveredinthepresenceof:

Witness: Witness:

(Name,Titleand Address) (Name,Title and Address)

#### FORMOFPERFORMANCESECURITY

#### (BankGuarantee)

[LetterbytheGuarantortothe Employer]

GuaranteeNo. Executedon Expirydate

NameofGuarantor(Bank)withaddress: NameofPrincipal(Contractor)withaddress:

PenalSum ofSecurity(express inwords and figures)

LetterofAcceptance No. Dated

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the BiddingDocuments and above saidLetter of Acceptance(hereinafter called the Documents) and atthe request of the said Principal we, the Guarantor above named, are held and firmly bounduntothe (hereinaftercalledtheEmployer) in the penal sum of the amount stated above for the payment of which sum wellandtrulytobemadetothesaidEmployer,webindourselves,ourheirs,executors,administrators and successors, jointlyand severally,firmlybythesepresents.

THECONDITIONOFTHISOBLIGATIONIS SUCH, that where as the Principal has accepted the Employer's above said Letter of Acceptance for

 (Name ofContract)forthe

 (NameofProject).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill allthe undertakings, covenants, terms and conditions of the said Documents during the originaltermsofthesaidDocumentsandanyextensionsthereofthatmaybegrantedbytheEmployer, with or without notice to the Guarantor, which notice is, hereby, waived and shallalso well and truly perform and fulfill all the undertakings, covenants terms and conditions ofthe 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 tobe void;otherwise toremain infull forceandvirtue tillallrequirements of Clause 30,Defectsafter TakingOver, ofConditions ofContract arefulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a conditionof any liability attaching to us underthisGuarantee thattheclaimfor payment in writingshall be received by us within the validity period of this Guarantee, failing which we shall bedischargedofour liability,ifany,under this Guarantee.

We, (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to theEmployer without delay upon the Employer's first written demand without cavil or argumentsand without requiring the Employer to prove or to show grounds or reasons for such demandany sum or sums up to the amount stated above, against theEmployer's written declarationthatthePrincipalhasrefusedorfailedtoperformtheobligationsundertheContractwhich

paymentwillbeeffectedby theGuarantortoEmployer’sdesignatedBank&AccountNumber.

PROVIDED ALSO THAT the Employer shallbe the soleandfinaljudge for decidingwhether the Principal (Contractor) has duly performed his obligations under the Contract orhas defaulted in fulfilling said obligations and the Guarantor shall pay without objection anysum or sums up to the amount stated above upon first written demand from the Employerforthwithand without anyreferenceto thePrincipal or anyotherperson.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument underits seal on the date indicated above, the nameand corporate seal of the Guarantor beinghereto affixed and these presents duly signed by its undersigned representative, pursuant toauthorityof itsgoverning body.

Witness:

1.

Guarantor (Bank)Signature

CorporateSecretary(Seal)

Name Title

2.

Name,Title&Address CorporateGuarantor(Seal)

#### FORMOFBANKGUARANTEE/BONDFORADVANCEPAYMENT

[LetterbytheGuarantortotheEmployer]

GuaranteeNo. Executedon Expirydate

WHEREAS the (hereinafter

calledtheEmployer)hasenteredintoaContractfor

 (ParticularsofContract),with

 (hereinaftercalledtheContractor).

AND WHEREAS theEmployer has agreed to advance to the Contractor, at the Contractor’srequest, an amount of Rupees (Rs. )whichamountshallbeadvancedtotheContractorasperprovisionsof theContract.

AND WHEREAS the Employer has asked the Contractor to furnish Guarantee to secureadvancepayment for performanceofhis obligations under thesaidContract.

AND WHEREAS (Bank)

(hereinafter called the Guarantor) at the request of the Contractor and in consideration of theEmployer agreeing to make the above advance to the Contractor, has agreed to furnish thesaidGuarantee.

NOWTHEREFOREtheGuarantorherebyguaranteesthattheContractorshallusetheadvance for the purpose of above mentioned Contract and if he fails, and commits default infulfillment of any of his obligations for which the advance payment is made, the Guarantorshallbeliableto theEmployerforpayment notexceedingthe aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, asaforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, andon such first written demand payment shall be made by the Guarantor of all sums then dueunderthis Guaranteewithout anyreferenceto theContractor and withoutanyobjection.

This guaranteeshall come into force as soon as the advance payment has been credited to theaccountof theContractor.

Thisguaranteeshall expirenot laterthan

by which date we must have received any claims by registered letter, telegram, telex ortelefax.

ItisunderstoodthatyouwillreturnthisGuaranteetousonexpiryoraftersettlementofthe

totalamounttobeclaimed hereunder.

Guarantor(Bank)

Witness:

1.

Signature

CorporateSecretary(Seal)

Name Title

2.

Name,Title& Address CorporateGuarantor (Seal)

## SPECIFICATIONS

**Note for Preparing the Specifications**

Standard technical specification as per document at the following link are required:<https://www.finance.gkp.pk/attachments/032e8420a37611ec83c625b66397c1ee/download>(TechnicalSpecificationon MRS 2022/ ) https://www. finance. gkp.pk/attachments/d93e060021fd11ed9dd6e583925eacf0/dow[nload](https://www.finance.gkp.pk/attachments/d93e060021fd11ed9dd6e583925eacf0/download)(MaterialSpecificationon MRS2022/BOQ)

Standardmaterialspecificationasperdocumentatthefollowinglinkarerequired:<https://www.finance.gkp.pk/attachments/032b21c0a37611eca4e0b55aac984a07/download> (Material Specification on MRS 2022 / BOQ) https:/[/www.finance.gkp.pk/attachments/d941510021fd11ed83ab9ff43a4d68e0/download](http://www.finance.gkp.pk/attachments/d941510021fd11ed83ab9ff43a4d68e0/download)(TechnicalSpecificationonMRS2022/BOQ)

### **BILL OF QUANTITY.**

Name of work:- Construction of Flood Protection works, Irrigation Channels and Ponds and Installation of Solar Irrigation Tube Wells in Khyber Pakhtunkhwa ADP No. 2206/210455.

Sub work:- Construction of 01 No. Irrigation Solar Irrigation Tube Well at Chinalai Rabat area District Dir Lower (Solar System)

 (Discharge=4500 iGPH)(Head=550,ft)(Pump setting=230, ft)

|  |
| --- |
| SYSTEM DESIGN FOR SOLAR IRRIGATION TUBE WELL IN DISTRICT DIR LOWER. |
| **Name of Sub Scheme:** Construction of 01 No. Irrigation Solar Irrigation Tube Well at Chinalai Rabat area District Dir Lower (Solar System) |
| Discharge(Cusec) | 0.1671 |
| Discharge(iGPH) | 4500 |
| Head(ft) | 550 |
| PumpSetting(ft) | 230 |
| WaterHorsePower(WHP) |  |
| PumpEfficiency(70%--80%) |  |
| MotorEfficiency(%) |  |
| ShaftPower(PumpHP) |  |
| BREAKHOURSEPOWER(with20%saftyfactor) |  |
| SayMotorHorsePower |  |
| MotorBasicInputPower |  |
| PVDeratingFactor(30%--80%) |  |
| Total PV Power(Watt)with Safty Factor |  |
| PV Generator PeakPower(Watts) | No of Pv Modules in String |  |
| No of String in Series |  |
| SinglePVModuleSize(Watts) |  |
| Total PV Generation |  |
| Motor Model Make,&HP |  |
| PumpModel, Make&HP |  |
| Inverter Make, Model & K.Watt |  |
| PVModuleMake&Watt |  |