

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF COOLING SYSTEM AT CMU WAREHOUSE, ISLAMABAD



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BIDDING DOCUMENTS VOLUME – IA

- Invitation to Bid
- Instructions to Bidders with Appendices
- Letter of Technical Bid
- Schedules (A – L) to Bid
- Preamble to Conditions of Contract
- General Conditions of Contract
- Particular Conditions of Contract
- Standard Forms

Develop and design by

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CONTENTS OF BIDDING DOCUMENTS

VOLUME - IA

- Invitation to bid
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- Special Conditions of Contract
- Standard Forms

VOLUME - IB

- Letter of Price Bid
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VOLUME - II

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- Equipment Schedule

VOLUME – III

- DRAWING

INVITATION TO BID

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF COOLING SYSTEM AT CMU WAREHOUSE, ISLAMABAD

Date: _____

Bid Reference No.: _____

1. Common Management Unit (CMU), Islamabad (the “Employer”) invites sealed Bids from pre-qualified firms licensed by the Pakistan Engineering Council in category **C-02 (ME01 & EE04)** or higher, registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of Federal Board of Revenue for “Supply, Installation, Testing & Commissioning of Cooling System at CMU warehouse Islamabad.

- 18.1** Bidding Documents containing detailed terms and conditions, etc.; are available from CLIENT OFFICE address Block C, E&F, EPI Building, Near NIH, Ch ak Shahzad, Park Road, Islamabad.
2. Bidding Documents have no cost which may be downloaded by an interested Bidder on from the NTP website i.e. www.ntp.gov.pk .
3. The Bids prepared in accordance with instructions in the Bidding Documents must reach in charge Tender Cell on or before 11:00 AM hours on 05/October/2023. All Price Bids must be accompanied by a Bid Security of amounting to **PKR 10 Million** by the Bidder in the form of Bank Draft CDR.
4. The bid security shall be kept sealed in the financial proposal. the bidder shall in addition, place an affidavit in the technical proposal stating that a bid security amounting to 2 percent without indicating the figure in the letter, has been placed in the financial proposal or bid. Otherwise, the technical proposal will be considered non-responsive and will be returned to the bidder after being examined by the procurement committee.
5. Technical Bids will be opened on the same day of bid submission deadline at 11:30 AM hours, in the presence of bidders’ representatives who choose to attend at the same address. Price Bids of the Bidders whose Technical Bids are determined substantially responsive, will be opened at a later stage in the presence of the Bidders representatives who choose to attend, at the time which will be notified in advance.
6. Competent Authority reserves the right to reject any or all the bids as per provisions contained in PPRA rule.
7. Strict compliance of BOQ as per technical specifications is mandatory.

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INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid and Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (which expression shall include the successor, legal representatives and permitted assignees) hereinafter called "the Employer" wishes to receive Bids for Supply, Installation, Testing & Commissioning of Cooling System at CMU warehouse Islamabad

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

Bidding will be conducted through Open Competition procedure.

1.2 Source of Funds

Donor

IB.2 Eligible Bidders

2.1 Bidding is open to all firms meeting the following requirements:

- a) Duly licensed by Pakistan Engineering Council (PEC) In category **C-02 (ME01 & EE04)** or higher;
- b) Registered with Income Tax, Sales Tax Departments Punjab Revenue Authority PRA and is on Active Taxpayers List of Federal Board of Revenue (FBR) and Punjab Revenue Authority PRA;
- c) Duly prequalified / enlisted with the Employer

2.2 The eligible Bidders shall meet the qualification criteria as per Sub-Clause IB 13.3.

IB.3 Eligible Goods and Services

3.1 All Goods and ancillary Services to be supplied under this Contract shall have their origin in eligible countries listed in Appendix 'A' to Instructions to Bidders and all expenditures made under the Contract will be limited to such Goods and Services.

3.2 For purpose of this Clause, "origin" means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Bidder.

IB.4 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.5 Contents of Bidding Documents

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

1. Instructions to Bidders (ITB) with following Appendices
Appendix A: Name of Eligible Countries Appendix B:
Evidence of Bidder's Capability
Appendix C: Domestic Goods (value added in Pakistan) – (Not Used)
2. Letter of Technical Bid & following Schedules to Bid
 - i) Schedule A: Specific Works Data
 - ii) Schedule B: Work to be Performed by Subcontractors
 - iii) Schedule C: Proposed Program of Works
 - iv) Schedule D: Deviations from Technical Provisions
 - v) Schedule E: Deviations from Contractual/Commercial Conditions
 - vi) Schedule F: Method of Performing Works
 - vii) Schedule G: Proposed Organization
 - viii) Schedule H: List of Recommended Manufacturers
 - ix) Schedule I: List of Construction Plant and Equipment
 - x) Schedule J: Bidder's Equipment Data
 - xi) Schedule K: Essential and Recommended Spare Parts
 - xii) Schedule L: Tools, Oils & Greases (Not Used)
3. Letter of Price Bid & following Schedules to Bid
 - i) Schedule M: Integrity Pact
 - ii) Schedule N: Estimated Progress Payments
4. Schedule of Prices
5. Preamble to Conditions of Contract
6. General Conditions of Contract
7. Particular Conditions of Contract
8. Standard Forms
Forms include the following:
 - (i) Form of Bid Security

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

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

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

IB.6 Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer with a copy to the Consultants / Engineer's Representative in writing or by fax at the address:

a) The Employer:

COMMON MANAGEMENT UNIT (CMU) ISLAMABAD

The Employer's Representative:

The Consultant Engineer:

Pakistan Environmental Planning & Architectural Consultants Limited
Islamabad (Head Office):
12th Floor, Shaheed-e-Milat Secretariat, Govt. of Pakistan, Blue Area
Tel: 92-51-9204721/9212532 E-mail: pepacld@gmail.com
Web: www.pepac.com.pk

The Employer will examine the request for clarification of the Bidding Documents which it receives not later than five (05) days prior to the deadline for the submission of Bids and if needed will issue the clarification/amendment of the same. The clarification request may please share at hamid@ntp.gov.pk

Bidding Documents at least three (03) days before the date of submission of Bids (without identifying the source of enquiry) to all prospective Bidders who have purchased the Bidding Documents.

IB.7 Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.
- 7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 7.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer. The Bidder shall also confirm in the respective letter(s) of Bid that the information contained in such addenda have been considered in preparing his Bid.
- 7.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids in accordance with Clause IB.19.

C. PREPARATION OF BIDS

IB.8 Language of Bid

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

IB.9 Documents Comprising the Bid

- 9.1 The Bid shall be prepared in two (02) separate envelopes, one containing the "Technical Bid" and other containing the "Price Bid" comprising the following documents in the respective envelope.
 - (1) The "Technical Bid" shall comprise the following:
 - (a) Covering Letter (if any), along with proof of purchase of Bidding Documents from Employer;
 - (b) Letter of Technical Bid duly filled, signed and sealed, in accordance with Clause IB.17;
 - (c) Appendices to ITB duly filled and signed, containing the following appendices:
 - (i) Appendix A [*Name of Eligible Countries*] to ITB.
 - (ii) Qualification information/documents as detailed in Appendix B [*Evidence of Bidder's Capability*] to ITB,
 - (iii) Appendix C [Domestic Goods (value added in Pakistan)] to ITB, (Not Used);

- (d) Undertaking on non-judicial stamp paper that acceptable Bid Security is accompanied with Price Bid. The value of stamp paper shall be PKR 50 or more.
 - (e) Schedules (A to L) to Bid, duly filled and signed in accordance with the instructions contained therein;
 - (f) Power of Attorney authorizing the signatory of the Bidder in accordance with Clause IB 17.5;
 - (g) Documentary evidence established in accordance with Clause IB.13 that the Bidder is eligible to Bid and is qualified to perform the Contract if its Bid is accepted;
 - (h) Documentary evidence established in accordance with Clause IB.14 that the Goods and ancillary Services to be supplied by the Bidder conform to the Bidding Documents; and
 - (i) Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the Technical Bid; and
 - (j) Signed and stamped Volume IA, Volume II and Volume III.
- (2) The “Price Bid” shall comprise the following:
- (a) Letter of Price Bid duly filled, signed and sealed, in accordance with Clause IB.17;
 - (b) Bid Security furnished amounting to **PKR 10 Million** in accordance with Clause IB. 15;
 - (c) Schedules M & N to Bid duly filled and signed, in accordance with the instructions contained therein;
 - (d) Schedule of Prices completed in accordance with Clauses IB.11 and IB.12; and
 - (e) Any other document required to be submitted with the Price Bid.

IB.10 Letters of Bid and Schedules

- 10.1 The Bidder shall complete, sign and seal the Letters of Technical and Price Bids, Schedules (A to N, or as modified) to Bid and Schedule of Prices furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.9.
- 10.2 Not Used.

IB.11 Bid Prices

- 11.1 The Bidder shall fill up the Schedule of Prices (SOP), provided in Bidding Documents Volume I-B, indicating the unit rates and prices of the Works to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices.
- 11.2 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 the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Schedule of Prices.
- 11.3 The Bidder’s separation of price components in accordance with Sub-Clause 11.1 above will be solely for the purpose of facilitating the comparison of Bids by the Employer/Consultant/Engineer’s Representative and will not in any way limit its right to contract on any of the terms offered.

- 11.4 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account. When the Bidders are required to quote only fixed price(s), a Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to Clause IB.24.
- 11.5 Any discount offered shall be valid for at least the period of validity of the Bid. A discount valid for lesser period shall be considered null and void.

IB.12 Currencies of Bid

- 12.1 Prices shall be quoted in the following currencies:

For Goods and Services which the Bidder will supply from within Pakistan or from outside Pakistan, the prices shall be quoted entirely in Pak. Rupees.

- 12.2 Not Used.

- 12.3 Not Used.

IB.13 Documents Establishing Bidder's Eligibility and Qualifications

- 13.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, documents, satisfactory to the Employer of his capability and adequacy of resources to carry out the Contract effectively. Bid shall include the following information which shall include but not limited to:
- (i) Evidence of access to financial resources;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Current Contract commitments;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment, if any.
- 13.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its Bid is eligible as defined under Clause IB. 2.
- 13.3 To be qualified for award of the Contract, the Bid shall include the following information and the bidders shall have to meet the minimum qualifying criteria as mentioned herein below;

IB.14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and Services which the Bidder proposes to perform under the Contract.
- 14.2 The documentary evidence of the Goods and Services eligibility shall establish to the Employer's satisfaction that they will have their origin in an eligible source country as defined under Clause IB.3. A certificate of origin issued at the time of shipment will satisfy the requirements of the said Clause.
- 14.3 The documentary evidence of the Goods and Services' conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:
- (a) A detailed description of the Goods, essential technical and performance characteristics.
 - (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule A to Bid, Specific Works Data. This will include but not be limited to the following:
 - (i) A sufficient number of drawings, photographs, catalogues, illustrations and such other information as are necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the Goods to be furnished.
 - (ii) Details of equipment and machinery with capacity.
 - (iii) Standard Certification Details
 - (iii) Any other information which is required for evaluation purposes.
 - (c) A clause-by-clause commentary on Technical Provisions, provided with the Bidding Documents, demonstrating the Goods' and Services' substantial responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Technical Provisions as required in Schedule D to Bid.
- 14.4 For purpose of the commentary to be furnished pursuant to Sub-Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the Consultant in the Technical Provisions are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Consultant's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Provisions. Copies of the standards proposed by the Bidder other than those specified in the Bidding Documents shall be furnished.

IB.15 Bid Security

- 15.1 Each Bidder shall furnish, as part of his Price Bid, a Bid Security amounting to **PKR 10 Million** in shape of CDR / DD issued by a scheduled bank in Pakistan.
- 15.2 The Bid Security shall be, at the option of the Bidder, in the form of CDR issued by a Scheduled Bank in Pakistan, valid for a period twenty-eight (28) days beyond the Bid validity date.
- 15.3 The Bid Security is required to protect the Employer against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Sub-Clause 15.7 hereof.

- 15.4 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive, pursuant to Clause IB.24.
- 15.5 The Bid securities of unsuccessful Bidders will be returned upon award of Contract to the successful Bidder or on the expiry of validity of Bid Security whichever is earlier.
- 15.6 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security, pursuant to Clause IB.34 and signed the Contract Agreement, pursuant to Clause IB.35.
- 15.7 The Bid Security may be forfeited:
- a) If a Bidder withdraws his Bid during the period of Bid validity; or
 - b) If a Bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 hereof; or
 - c) If the Bidder is found in corrupt and fraudulent practices; or
 - d) In the case of a successful Bidder, if he fails to:
 - i) Furnish the required Performance Security in accordance with Clause IB.34, or
 - ii) Sign the Contract Agreement, in accordance with Clause IB.35.

IB.16 Validity of Bids

- 16.1 Bids shall remain valid for 90 days after the date of Bid opening as prescribed in Clause IB.19.
- 16.2 In exceptional circumstances prior to expiry of original Bid validity period, the Employer may request the Bidders to extend the period of validity for a specified additional period which shall in no case be more than the original Bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiture of his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.17 Format and Signing of Bid

- 17.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 17.2 All Schedules to Bid (A to N) are to be properly completed and signed.
- 17.3 No alteration is to be made in the Letters of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the Bid may be rejected.
- 17.4 Each Bidder shall prepare one (1) Original and one (01) Copy, of the documents comprising the Bid as described in Clause IB.9.1 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 17.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder. All pages of the Bid shall be

initialed and stamped by the person or persons signing the Bid.

- 17.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 17.7 Bidders shall indicate in the space provided in the Letters of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their Bids and the Contract is to be sent.
- 17.8 Bidders should retain a copy of the Bid as their file copy.

D. SUBMISSION OF BIDS

IB.18 Sealing and Marking of Bids

- 18.2 Each Bidder shall submit his Bid as under:
- (a) Technical Bid (ORIGINAL and COPY) and Price Bid (ORIGINAL and Copy) shall be contained in two separate envelopes. One envelope shall contain all documents as listed under paragraph (1) of Clause IB. 9.1 hereof and marked as "Technical Bid". The other envelope shall contain all documents as listed under paragraph (2) of Clause IB 9.1 hereof and marked as "PriceBid".
 - (b) The two envelopes, the ORIGINAL and COPY of "Technical Bid" and the ORIGINAL and COPY of "Price Bid" will be put in outer envelope, sealed and addressed/identified as given in Sub-Clause 18.2 hereof.
- 18.3 The inner and outer envelopes shall;
- (a) be addressed to the Employer at the address given in Sub-clause 6.1 heretofore.
 - (b) bear the Project name, Bid No. and Date of opening of Bid.
 - (c) provide a warning not to open before the time and date for Bid opening.
- 18.4** The Bid shall be delivered in person or sent by registered mail at the address of CONSULTANT OFFICE.
- 18.5 In addition to the identification required in Sub-Clause 18.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" pursuant to Clause IB.20.
- 18.6 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.19 Deadline for Submission of Bids

- 19.1 (a) Bids must be received by the consultant not later than the time and date stipulated in the Invitation for Bids.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the Bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids.
 - (c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid package.
 - (d) Upon request, acknowledgment of receipt of Bids will be provided to those making

delivery in person or by messenger.

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

IB.20 Late Bids

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

IB.21 Modification, Substitution and Withdrawal of Bids

- 21.1 Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that modification, substitution or written notice of the withdrawal is received by the Employer prior to the deadline for submission of Bids.
- 21.2 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 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 21.3 Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Clause IB.15.

E. BID OPENING AND VALUATION

IB.22 Bid Opening

- 22.1 A 'Single Stage Two Envelopes' Bidding procedure shall be adopted for opening of Bids. First of all, the envelopes marked "Technical Bid" will be opened in the presence of Bidder's representatives and the envelopes marked "Price Bids" shall be held in custody of the Employer until the specified time of their opening.

A committee consisting of nominated members by the Employer and the Consultants/Employer's Representative will open the Technical Bids, including withdrawals, substitution and modifications made pursuant to Clause IB.21, in the presence of Bidders' representatives who choose to attend, at the time, date and

location stipulated in the Invitation for Bids. The Bidders' representatives who are present shall sign in a register evidencing their attendance.

- 22.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.21 shall not be opened.
- 22.3 All the envelopes marked Technical Bids shall be opened one at a time, and the Bidder's name, bid modifications, substitutions and withdrawals, other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the opening of Technical Bids. The Employer will record minutes of opening of Technical Bids.
- 22.4 After evaluation of Technical Bids, the Employer will invite the Bidders who have submitted substantially responsive Technical Bids and who have been determined as being technically qualified to attend the opening of Price Bids. The date, time and location of opening of the Price Bids will be intimated in writing by the Employer. Bidders will be given reasonable notice of the opening of the Price Bids.
- 22.5 The Employer will notify the Bidders in writing whose Bids have been determined to be non-responsive and their Price Bids shall be returned unopened.
- 22.6 The Employer shall conduct the opening of Price Bids of the Bidders who submitted substantially responsive Technical Bids, in the presence of Bidder's representative who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 22.7 All envelopes containing Price Bids shall be opened one at a time and the following shall be read out and recorded:
- (a) The name of the Bidder;
 - (b) Whether there is a modification or substitution;
 - (c) Presence or absence of Bid Security;
 - (d) The Bid Prices, including any discounts; and
 - (e) Any other details as the Employer may consider appropriate.

Any Bid Price or discount which is not read out and recorded at the time of Price Bid opening will not be taken into account in the evaluation of Bid.

- 22.8 Discounts offered for lesser period than the Bid validity shall not be considered in evaluation.

IB.23 Clarification of Bids

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

IB. 24 Preliminary Examination & Determination of Responsiveness of Technical Bids

- 24.1 Prior to the detailed evaluation of the Technical/Price Bids, pursuant to Clause IB.26,
- (a) the Employer/Consultants/Engineer's Representative will examine the Technical and Price Bids against the relevant Bidding requirements inter alia to determine whether;
- (i) the Bid is complete and does not deviate from the scope,
 - (ii) any computational errors have been made,
 - (iii) the requisite undertaking and required sureties have been furnished,
 - (iv) the documents have been properly signed,
 - (v) the Bid is valid till required period,
 - (vi) the Bid prices are firm during currency of contract if it is a fixed pricebid,
 - (vii) completion period offered is within specified limits,
 - (viii) the Bidder/Manufacturer is eligible to Bid and meets the requisite qualification criteria,
 - (ix) Works and materials to be supplied, meet the eligibility requirements,
 - (x) the Bid does not deviate from basic technical requirements, and
 - (xi) the Bids are generally in order.
- (b) A Bid is likely not to be considered, if;
- (i) it is unsigned,
 - (ii) its validity is less than specified,
 - (iii) it is submitted for incomplete scope of work,
 - (iv) it indicates completion period beyond 30 days later than specified,
 - (v) it indicates that Works and materials to be supplied, do not meet eligibility requirements, and
 - (vi) it indicates that Bid prices do not include the amount of income tax.
- (c) A Bid will not be considered, if;
- (i) Price Bid is not accompanied with Bid Security and/or Technical Bid is not accompanied with requisite undertaking on non-judicial stamp paper,
 - (ii) It is submitted by a bidder who has participated in more than one bid,
 - (iii) it is received after the deadline for submission of bids,
 - (iv) it is submitted through fax, telex, telegram or email,
 - (v) the bidder/manufacturer does meet the requisite qualification criteria as per clause IB.13,
 - (vi) it indicates that prices quoted are not firm during currency of the contract whereas the bidders are required to quote fixed price(s),
 - (vii) the bidder refuses to accept arithmetic correction,
 - (viii) it is materially and substantially different from the Conditions/ Specifications of the Bidding Documents,
 - (ix) if it is not accompanied with duly filled-in and signed/stamped Letter of Technical Bid and/or Letter of Price Bids
 - (x) If any information provided by bidder is found to be false, forged, misleading or misrepresenting.

24.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Letter of Price Bid and the total shown in Schedule of Prices Summary,

the amounts stated in the Letter of Price Bid will be corrected by the Consultants/Engineer's Representative in accordance with Corrected Schedule of Prices.

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

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

A material deviation or reservation is one

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

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

- 24.4 A Bid determined as non-responsive will be rejected and will not be subsequently be made responsive by the Bidder by correction of the non-conformity.

- 24.5 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relevant ranking of any Bidder.

The Employer/Engineer's representative may request that the bidder to submit the necessary information or the documents to rectify non-material/non-conformities in the Bid.

IB.25 Conversion to Single Currency

- 25.1 Not Used.

IB.26 Detailed Evaluation of Bids

- 26.1 The Employer/Consultants/Engineer's Representative will evaluate and compare only the bids not previously rejected as being non-responsive pursuant to Clause IB.24, as per requirements given hereunder.

- 26.2 Evaluation and Comparison of Bids

- (a) Bids will be evaluated for each item and/ or complete scope of works.
- (b) Basis of Price Comparison

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

(c) Technical Evaluation

It will be examined in detail whether the Design and Goods offered by the bidder comply with the Technical Provisions/Specifications of the Bidding Documents. For this purpose, the bidder's data submitted with the bid will compare with the specific work data prescribed by the Employer and technical features/criteria of the Goods detailed in the Technical Provisions/Specifications. Other technical information submitted with the bid regarding the Scope of work will also be reviewed.

(d) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no major deviation/stipulation shall be taken by the bidders.

The consultant will submit his evaluation report with recommendation to the Client.

(e) Evaluated Bid Price

In evaluating the bids, the Employer will determine for each bid in addition to the Bid Price, any correction for errors pursuant to Sub-Clause 24.2, to determine the Evaluated Bid Price:

26.3 Evaluation Methods

Pursuant to Sub-Clause 26.2, Para (e) (iii) following evaluation methods for price adjustments will be followed:

- (i) Price Adjustment for Completeness in Scope of Work
- (ii) Price Adjustment for Technical Compliance
- (iii) Price Adjustment for Contractual/Commercial Compliance
- (iv) Price Adjustment for Completion Schedule

(i) Price Adjustment for Completeness in Scope of Work

The adjustments for completeness in Scope of Work will be added to the Corrected Total Bid Price for comparison purposes only and will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of price from other bidders, the price will be estimated.

In case of omission in the scope of the work of a quoted item no price adjustment for the omitted item(s) shall be applied provided that the bidder has mentioned in his bid that the same is covered in any other item.

The price adjustment shall not justify any additional payment by the Employer. The price(s) of omitted item(s) shall be deemed covered by other prices of the Schedule of Prices.

(ii) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non-

compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other Bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of price from other Bidders, the price will be estimated.

(iii) Price Adjustment for Contractual/Commercial Compliance

The cost of making any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be based on Corrected Total Bid Prices.

(iv) Price Adjustment for Completion Schedule

Bids indicating completion in advance of the dates stated in Preamble to Conditions of Contract, no credit will be given in this evaluation.

Bids indicating completion period later than the period set out in Preamble to Conditions of Contract shall be adjusted in the evaluation by adding a factor of 0.05% of the Corrected Total Bid Price for each calendar day of completion later than specified period of the completion.

Bids indicating completion beyond thirty (30) days later than the dates set out in Preamble to Conditions of Contract shall not be considered and rejected as non-responsive.

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

IB.27. Domestic Preference

Not Used.

IB.28 Process to be Confidential

- 28.1 Subject to Clause 23 heretofore, no Bidder shall contact Employer and/or Consultant/Engineer's Representative on any matter relating to its Bid from the time of the Bid opening to the time the Bid evaluation result is announced by the Employer. The final evaluation result shall be announced **at least fifteen (15) days prior to award of Contract in shape of Final Evaluation Report (FER)** and upload on the PPRA web portal. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the Bids evaluated. Provided that in case where technical proposal is to be evaluated separately, prior to opening of financial proposal, the **Technical Evaluation Report (TER) shall be announced for seven (07) days before opening of the financial proposal.**
- 28.2 Any effort by a Bidder to influence Employer and/or Consultant/Engineer's Representative in the Bid evaluation, bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than seven (07) days after the announcement of the Bid evaluation result; however, mere fact of lodging a complaint shall not warrant suspension of the procurement process.

F. AWARD OF CONTRACT

IB.29 Post-Qualification

Not Used.

Knock Out Clauses

SR/NO	Details	YES/NO	PAGE# ANNEX
KNOCK OUT CLAUSES			
1	Each and every page bidding document along with its annexures must be stamped and signed		
2	The financial envelops should be separated of each item, clearly marked Company name and quoted serial item number and name.		
3	Copy of earnest money without amount in technical bid		
4	Acceptance of terms and condition, tender documents duly signed and stamped		
5	If bidder deviate from any required technical specification, then it should be mentioned Separately		
6	Authorized distributor Certificate directly from Manufactures		
7	Proof of past import of imported equipment from manufacturers(copy of BL.)		
8	Literature/ Boucher of product showing complete contact details of the manufacturer		
9	Copy of previous work order along with completed certificates supplied for projects executed in health department		
10	Copy of active GST Certificate		
11	Copy of active NTN Certificate		
12	Copy of Previous paid income tax challan		
13	Copy of registration with chamber of commerce		
14	Bank certificate showing financial capability		
15	Price should not be mentioned on technical bid		
16	Certificate/ documentary proof to the effect that the principal is the original manufacturer of the required equipment OEM will not be acceptable		

17	Any additional features provided other than required technical specification then it should be mentioned Separately		
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IB.30 Award Criteria

30.1 This Clause is deleted and substituted as follows:

Qualification of bidders be evaluated on the basis of mentioned criteria bidders must secure overall 70% score cumulatively regarding work experience, personal capabilities, equipment capabilities and financial soundness. In addition to fulfilment of mandatory requirements.

The employer reserves the right to wave minor deviation, if they do not materially affect the capability of bidder to perform the contract.

Mandatory Requirements.

- a) Registration with PEC in C-02 (ME01, EE04, EE05) or above, in all relevant code of specialization.
- b) Joint Venture (JV) is allowed
- c) Affidavit of no blacklisting prepared within the current month of submission of bidding documents
- d) Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder. In case the firm has never been involved in litigation, an affidavit to such effect should be provided.
- e) The bidder must be registered with Income / Sales Tax Department reflected as Active Tax Payer on the list of FBR.
- f) Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization

• **Evaluation Criteria**

Keeping in view the complexity of the project works, criteria for Qualification is mentioned herein below:

Sr. No.	Category	Weightage/Marks
I.	Experience Record (a, b & c)	17
ii.	Personnel Capabilities (d & g)	09
iii.	Financial Soundness (e & f)	06
Total:		32

Qualification will be carried out on the point scoring basis. A bidder securing overall score of 70 or higher shall be considered as Qualified, provided that submission of all requirements, documentary evidence must be attached as proof, otherwise the requirement will not be considered as complied.

Evaluation Criteria in Details

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
a)	Bidder has at-least 10-Year Experience of assessment, design, installation, commissioning, operation and maintenance of large-scale cooling system () Capacity 700-1000 TR. (Provide work order as documentary evidence and these will be verified)	5	<ul style="list-style-type: none"> • 5 Marks are given if the bidder has Experience of 10-Year in Cooling / Central Air Conditioning System Field: 1 mark for every 02 years of experience in supplying and installing similar Cooling systems– up to 5 marks maximum •
b)	bidder has successfully completed at-least 3-Projects of similar nature and complexity (HVAC / Central Air Conditioning Systems in large food/pharma or similar warehouses) (Provide work order as documentary evidences). Direct Manufacturer and authorized dealer:	7	<ul style="list-style-type: none"> • 7 Marks are given if the bidder has successfully delivered 3 or more projects of similar nature (HVAC /Central Air Conditioning Systems in large food/pharma or similar warehouses) • 3 Marks are given if the bidder has successfully executed 2-Projects of similar nature (HVAC /Central Air Conditioning Systems in large food/pharma or similar warehouses) • No Marks are given if the bidder has executed less than 2 contracts of similar nature
c)	05 Projects of HVAC/Cooling System completed in last 10 years including assessment, design, installation, commissioning, operation and maintenance of large-scale (of minimum capacity 700TR). (Provide documentary evidence and these will be verified)	5	<ul style="list-style-type: none"> • 5 Marks are given if the bidder has completed at least 5-projects of HVAC /Cooling System in the last 10- years. 01 mark for each project – up to 5 marks maximum •
d)	HVAC / Cooling after sales services bundles contracts including operations, maintenance and training completed during last five years by the contractor. (operation and maintenance) (Provide documentary evidence and these will be verified)	6	<ul style="list-style-type: none"> • 6 Marks are given if the contractor has completed 3 projects of HVAC / Cooling System after sales service bundles since last 5-years. 02 marks for each project. •
e)	Annual Turn Over in last three years Attached Audit Report)	4	<ul style="list-style-type: none"> • 10 Marks maximum are given if the average annual turnover for last three years is equal to PKR 1000 million. 01 mark for each 100 million annual turnovers.
f)	Bank credit line	2	<ul style="list-style-type: none"> • The bidder has available resources in the amount of PKR 400 mln or has access to bank creditline limit up to PKR 400 million.

g)	<p>Project Manager B.Sc. Engineers (Mechanical) registered with Pakistan Engineering Council(PEC), having advance training and certification with relevant experience of similar nature, installation and commissioning of HVAC /Cooling System projects with after sales operation & maintenance services; with at least 8 years of experience</p> <p>B.Sc. Engineers (Mechanical) registered with Pakistan Engineering Council(PEC), having relevant experience of installation and commissioning of HVAC/ Cooling System with after sales operation & maintenance services</p> <p>Verifiable proof of employment of the personnel with detailed CVs and copy of PEC registration certificates of B.Sc. Engineers should be attached</p>	3	<ul style="list-style-type: none"> • 3 points if the company proposes to engage 2 engineers that meets all the criteria • 3 points are given if the 2 engineers are registered with PEP
Total Marks Allocated			32

IB.31 Employer’s Right to Vary Quantities

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

IB.32 Employer’s Right to Reject all Bids

32.1 Notwithstanding Clause IB.30, the Employer reserves the right to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Employer’s action except that the grounds for its rejection shall upon request be communicated, to any Bidder who submitted a Bid, without justification of grounds. Rejection of all Bids shall be notified to all Bidders promptly.

32.2 No negotiations with the Bidder having been evaluated as lowest responsive or any other Bidder shall be permitted. However, the Employer may have clarification meeting(s) to get clarify any item(s) in the Bid evaluation report.

IB.33 Notification of Award

33.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify to the successful Bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Employer will pay to the Bidder in consideration of the execution and completion of the Works by the Bidder as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).

- 33.2 The Letter of Acceptance and its acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.
- 33.3 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities.

IB.34 Performance Security

- 34.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract (10% of the Agreement Amount) within a period of fourteen (14) days after the receipt of Letter of Acceptance in the form of Bank Guarantee from any Scheduled Bank in Pakistan” or from any insurance company having AA rating.
- 34.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.34.1 or Clause IB.35 or Clause IB.43 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.35 Signing of Contract Agreement

- 35.1 Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send to the successful Bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Employer.
- 35.2 The formal Agreement between the Employer and the successful Bidder shall be executed within seven (07) days of the receipt of such Form of Contract Agreement by the successful Bidder from the Employer.

G. ADDITIONAL INSTRUCTIONS

IB.36 Instructions not Part of Contract

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

IB.37 Contract Documents

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

IB.38 Sufficiency of Bid

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

IB.39 One Bid per Bidder

- 39.1 Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than alternatives pursuant to Clause IB.41) will be disqualified and Bids submitted by him shall not be considered for evaluation and award.

IB.40 Bidder to Inform Himself

- 40.1 The Bidder is advised to obtain for himself at his own cost and responsibility all

information that may be necessary for preparing the Bid and entering into a Contract for execution of the Works. This shall include but not be limited to the following:

- (a) Inquiries on Pakistani Income Tax to the Commissioner of the Income Tax and Sales Tax, Islamabad, Pakistan.
- (b) Inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department.
- (i) Information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
- (a) Investigations regarding transport conditions and the probable conditions which will exist at the time the Goods will be actually transported.

IB.41 Alternate Proposals by Bidder

Not Used.

IB.42 Local Conditions

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

IB.43 Integrity Pact

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

**APPENDICES TO
INSTRUCTIONS TO BIDDERS**

**Appendix A to
Instructions to Bidders**

NAME OF ELIGIBLE COUNTRIES

All countries of the World with whom Islamic Republic of Pakistan has commercial/trade relations except the countries upon which international sanctions are imposed.

EVIDENCE OF BIDDER'S CAPABILITY

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

Sr. No.	Information to be Supplied	Bid References
1.	Name of bidder, business address and country of incorporation.	
2.	Type of firm whether individually owned, partnership, corporation or joint venture and the names of its owners or partners.	
3.	Affidavit on non-judicial stamp paper stating that the firm has not been blacklisted from any Government/Semi Government Agency/Department till date.	
4.	license by Pakistan Engineering Council (PEC) in category C-02 (ME01 & EE04) or higher;	
5.	Reference lists of similar works done as mentioned in IB 13.3 (c) by the bidder in its country and abroad indicating the name of customer, description and quantity of product, year of supply and the approximate value.	
6.	Minimum Liquid Assets: The Bidder must have cash liquidity of PKR 60 Million (Documentary Evidence to be furnished in the shape of bank statement showing PKR 30 Million at least on any single day during the last 6-month period preceding the date of Tender Notice.)	
7.	The annual reports or qualification statements giving general description of the firm, sort of business carried out, balance sheets, profit and loss statements, turn over and business done by the firm, duly authenticated, for the last three (3) years. Audited Balance Sheets for the preceding 3 years and projected assets and liabilities for the next 2 years shall be provided.	
8.	Names, qualifications and experience of the key technical personnel as mentioned in the IB 13.3 (g).	

9. Proposal of work methods and program, in sufficient detail to demonstrate the adequacy of the Bidder's proposals to meet the technical specifications and the completion time.
10. Information regarding any current litigation in which the Bidder is involved, the parties concerned, and disputed amount;

Domestic Goods (Value added in Pakistan)

NOT USED

LETTER OF TECHNICAL BID
AND
SCHEDULES TO BID

LETTER OF TECHNICAL BID AND SCHEDULES TO BID

Letter of Technical Bid

Schedules to Bid

- Schedule A: Specific Works Data
- Schedule B: Work to be Performed by Subcontractors
- Schedule C: Proposed Program of Works
- Schedule D: Deviations from Technical Provisions
- Schedule E: Deviations from Contractual/Commercial Conditions
- Schedule F: Method of Performing Works
- Schedule G: Proposed Organization
- Schedule H: List of Recommended Manufacturers
- Schedule I: List of Construction Plant and Equipment
- Schedule J: Bidder's Equipment Data
- Schedule K: Essential and Recommended Spare Parts
- Schedule L: Tools, Oils & Greases

LETTER OF TECHNICAL BID

Bid Reference No. _____

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF COOLING SYSTEM AT CMU WAREHOUSE ISLAMABAD

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Drawings, Schedules to Bid, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Islamic Republic of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Add end at here to.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. Undertaking of acceptable Bid Security to be accompanied with Price Bid is enclosed.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the whole of the Works comprised in the Contract within the time(s) stated in Preamble to the Conditions of Contract.
5. We agree to abide by this Bid for the period of one hundred and Eighty (180) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Works.

Dated this _____ day of _____ 2023

Signature _____ in the capacity of _____

duly authorized to sign bids for and on behalf of _____

(Name of Bidder in Block Letters)

(Seal)

Address _____

Witness:

(Signature) _____

(Name) _____

Address: _____

Occupation/Position in Firm _____

SPECIFIC WORKS DATA

SPECIFIC WORK DATA HAS BEEN PRESCRIBED IN
VOLUME - II OF SPECIFICATIONS

Initials of Signatory to Bid: _____

WORK TO BE PERFORMED BY SUBCONTRACTORS

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

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

Note:

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

Initials of Signatory to Bid: _____

PROPOSED PROGRAM OF WORKS

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

Initials of Signatory to Bid: _____

**DEVIATIONS FROM
TECHNICAL PROVISIONS**

Not Used

Initials of Signatory to Bid: _____

**DEVIATIONS FROM
CONTRACTUAL COMMERCIAL CONDITIONS**

Not Used

Initials of Signatory to Bid: _____

METHOD OF PERFORMING WORKS

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

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

Initials of Signatory to Bid: _____

PROPOSED ORGANISATION

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

Designation	Name	Summary of Qualifications Experience, Present Position and Nationality
--------------------	-------------	---

- Head Office:

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

Initials of Signatory to Bid: _____

LIST OF RECOMMENDED MANUFACTURERS

The Bidder should note that Equipment/materials from the following recommended manufacturers or approved equivalent shall be allowed to be used on this Project provided their products meet the specified requirements given in the Bidding Documents and in the notes given hereunder. All equipment shall be supplied from Manufacturer's own Plant/Facility.

All Major HVAC/Cooling system equipment shall be supplied from manufacturer with international experience of 20+ years and local experience of 10 years and have sole/authorized Distribution in Pakistan. All approved equivalent material/equipment shall fulfill the herein below mentioned criteria. HVAC / Cooling equipment offered directly by manufacturer with local services and maintenance infrastructure will be preferred.

SR. NO.	EQUIPMENT/MATERIAL	RECOMMENDED MANUFACTURER/SUPPLIER (or brands with equivalent specifications and capacity)	COUNTRY (ORIGIN, MANUFACTURING, ASSEMBLY, TESTING & SUPPLY)
1.	VRF OUTDOOR UNITS	a) DAIKIN b) YORK c) HITACHI d) MITSUBISHI e) SAMSUNG f) Haier g) Toshiba h) LG i) Gree	EUROPE, USA, Asia, or Japanese technology(CATEGORY-A ONLY) OR APPROVED EQUIVALENT
2.	AIR HANDLING UNITS	a) DAIKIN b) YORK c) NOV-AIR d)CARRIER e) SYSTEM-AIR f) Haier g) Toshiba h) LG i) Gree	EUROPE, USA, Asia or & Japanese technology
3.	AIR INLETS/OUTLETS	a) SHAN INDUSTRY b) STEEL CRAFT c) AIR CARRIER d) PAKPREMIER	PAKISTAN
4.	PAINT	a) ICI b) NIPPON c) BERGER d) BUXLY	PAKISTAN
5.	FASTENERS, HANGING RODS, RAWAL PLUGS, ETC.	a) FISHER b) HILTI c)UNIQUE d) SIKLA e) NDEX, Page 1 of 4	AS PER MANUFACTURER'S FACILITY
6.	DUCT SEALANT	a) GREEN MAN b) ZAHBIA	AS PER MANUFACTURER'S FACILITY

7.	LOW VOLTAGE PANEL, MCC, ACP	a) SA ELECTRIC CONCERN b) SIEMENS (POWER TECH) c) ELECTRECH d) PEL e) BILAL SWITCHGEAR f) CAPITAL ELECTRO	PAKISTAN
8.	COPPER PIPE	a) MUELLER b) G.D c)TROX	AS PER MANUFACTURER'S FACILITY
9.	DUCT/PIPE INSULATION	a) KIMMCO b) AFICO c) ARMAFLEX d) DURKFLEX e) AEROFOAM, f) AEROCELL	AS PER MANUFACTURER'S FACILITY
10.	SOUND LINER	a) KIMMCO b) AFICO c) ARMAFLEX d) DURKFLEX e) AEROFOAM f) AEROCELL	AS PER MANUFACTURER'S FACILITY
11.	G.I. SHEETS	a) PAK STEEL MILLS b) ISL, c) AISH STEEL MILLS	PAKISTAN
12.	LV AND CONTROL CABLES AND WIRES	a) PAKISTAN CABLES b) NEWAGE CABLES c) FAST CABLES	PAKISTAN
13.	PVC CONDUIT AND ACCESSORIES	a) DADEX b) POPULAR c)BETA, d)GALCO e)GM	PAKISTAN
14.	STEEL CONDUIT, CABLE TRAYS AND ACCESSORIES	a) ELECTRECH b)GENERAL SWITCHGEAR	PAKISTAN
15.	MCCBS, MCB AND MAGNETIC CONTACTORS	a) SCHNEIDER b) SIEMENS c) ABB d) LEGRAND e)TERASAKI.	PAKISTAN
16.	ACBS, ELCBS	a) SCHNEIDER b) SIEMENS c) ABB d) LEGRAND e) TERASAKI.	PAKISTAN
17.	VOLTMETERS/AMMETERS	a) TELEMETRIC b) FUJI c)Schneider d)ABB	PAKISTAN
18.	CURRENT TRANSFORMER/ VOLTAGE TRANSFORMER	a) TELEMETRIC, b) FUJI, c) SCHNEIDER d) ABB	PAKISTAN
19.	SELECTOR	a) TELEMETRIC, b) FUJI	IMPORTED

	SWITCHES/ PUSH BUTTON	c)SCHNEIDER d)ABB	
20.	INDICATION LAMPS	a) LEGRAND b) BRETER c) ABB	IMPORTED
21.	UPVC/CPVC PIPE	a) DADEX b) MASTER, c)ADAM JEE d) TURKPLAST e) POLO f) BETA	PAKISTAN
22.	EXHAUST FAN	a) SASA b) AEROTECH c)AIRMECH d)VTECH e)PAK FAN	PAKISTAN
23.	THERMOSTATS FOR AHUS	a) SIEMENS, b) HONEYWELL c)SCHNEIDER, d)BELIMO, e) RELIABLE f)TRANE	IMPORTED
24.	GRILLES/DIFFUSER	a) SHAN INDUSTRY b) STEEL CRAFT, c)AIR CARRIER d)PAK PREMIER	PAKISTAN
25.	DAMPERS/LOUVERS FIRE DAMPER	a) SHAN INDUSTRY b) STEEL CRAFT c)AIR CARRIER d)PAK PREMIER	PAKISTAN
26.	FLEXIBLE DUCT CONNECTION	a) DURODYNE b) KUGER c) AFS	IMPORTED
27.	MISC. MATERIALS / NOT SPECIFIED IN THIS LIST	SUBJECT TO CONSULTANT'S APPROVAL / ENGINEER INCHARGE	IMPORTED / LOCAL

LIST OF CONSTRUCTION PLANT AND EQUIPMENT

As a pre-requisite to this bid we undertake to furnish an Electric Power Generating set as and when required at site. The generating set will be in perfect working condition. The generating power of the set shall be sufficient to operate our plant and equipment during construction at Site. Should the set fail to meet the required demand at Site or fail to function or operate, that shall immediately be replaced with other generating set/s to the satisfaction of the Engineer as well as the Employer. In addition to the generating set the following Construction Plant and Equipment owned and hired will be furnished and maintained by us and shown to the Engineer on demand at the Site for fulfillment of the Contract.

Construction Plant and Equipment:

Quantities	Name of Equipment including the name of manufacturer	Description, size and capacity	Whether new or used and Date of Manufacture	Value of each item of equipment and rate description	Date of arrival at Site	Hire rate for Day work per item per Hour
1	2	3	4	5	6	7

(A) Owned Equipment

(B) Hired Equipment

The above hire rates under Column 7 include fuels and consumable stores, overhead charges, profit maintenance servicing and all other costs, expenses and charges.

Initials of Signatory to Bid: _____

BIDDER’S EQUIPMENT DATA

Note: Data provided hereunder will be scrutinized for general conformity with requirements of Bidding Documents. Acceptance of Bid will not mean acceptance of these data. The Contractor will have to submit detailed equipment submittals for approval of the Engineer in accordance with Special Provisions of Specifications later after award of Contract. Failure to complete these forms may make the Bid non-responsive.

Typewritten technical data on loose sheets if submitted by the Bidder will not be considered and will be simply ignored.

Technical catalogues are required only to substantiate the data provided in these forms. Catalogues of equipment not listed in these forms shall not be submitted and if submitted, will be ignored. Acceptance of Bid will not mean the acceptance of information given in those catalogues. Model Number and Technical Specifications mentioned in Technical Bid are considered for reference only. The Bidder/Contractor will submit Technical Submittal of the proposed model after award of work with full compliance of Bidding Documents for the Engineer’s review and approval. No reference model and technical specifications accompanied with the Bid are supposed to be final until Engineer’s approval of the Technical Submittal.

- 1. Make _____
- 2. Country of Manufacture _____
- 3. Authorized Distributor in Pakistan _____
- 4. Model Series _____
- 5. Good declaration of imported equipment _____
- 6. Invoice of imported _____

Initials of Signatory to Bid: _____

RECOMMENDED SPARE PARTS

- 1. Recommended spare parts are those considered by the Bidder to be necessary for a normal operation of one (1) year beyond Defects Liability Period.
- 2. Firm price valid for nine (09) months from the latest date of opening of Bids.
- 3. Delivery period after receipt of order shall be six (6) months.

(Bidder to complete Description and Pricing in Part-I and Part-II attached.)

Initials of Signatory to Bid: _____

TOOLS, OILS & GREASES

Not Used

Initials of Signatory to Bid: _____

GENERAL CONDITIONS OF CONTRACT

**PART-I: GENERAL CONDITIONS OF
CONTRACT**
(Notes on the Conditions of Contract)

The Conditions of Contract comprise two parts:

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

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

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

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

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

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

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

Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland (fidic.pub@fidic.org – FIDIC.org/bookshop)

PREAMBLE
TO
CONDITIONS OF CONTRACT

PREAMBLE TO CONDITIONS OF CONTRACT

- Commencement Date** Sub-Clause 1.1.1(i)
The date for Commencement of the Works is the date of issuance of the Engineer's written "Notice to Commence" which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
- Defects Liability Period** Sub-Clause 1.1.11
The Defects Liability Period is Three hundred and sixty-five (365) calendar days after the date of issuance of the Completion Certificate, but subject to extension as provided under Sub-Clause 30.4.
- Sub-Clause 1.1.12
- The Employer** COMMON MANAGEMENT UNIT (CMU) ISLAMABAD
- The Engineer** PAKISTAN ENVIRONMENTAL PLANNING & ARCHITECTURAL CONSULTANTS LIMITED
Islamabad (Head Office): 24-D, 3rd Floor, Rashid Plaza, Blue Area, Phone: 92-51-9204721
Fax: 92-51-9224341

Time for Sub-Clause 1.1.35.
Completion The Time for Completion for whole of the Works is Two Hundred and Seventy (270) calendar days from the Commencement Date.

Warranty Sub-Clause 1.1.40.
Period The Warranty Period starts after the Testing and Commissioning of the system for twelve (12-months).

Engineer's Duties Sub-Clause 2.1
& **Authorities** Amount of Variation Order in emergency is up to 15% of the Contract Price.

Confirmation in Sub-Clause 2.6
Writing (i) If the Contractor shall require the confirmation, it shall be notified to the Engineer within fourteen (14) days.

(ii) The Engineer shall confirm the decision/instruction within fourteen (14) days.

Ruling Language Sub-Clause 5.1.
The version in English language (ruling language) shall prevail.

Day to Day Sub-Clause 5.2.
Communications The language for day to day communications is English.

As-Built Sub-Clause 6.10
Drawings As-Built Drawings shall be provided to the Engineer within fourteen (14) days from the date of issuance of Taking Over Certificate.

General Sub-Clause 8.1
Obligations No Employer's supplied equipment shall be provided.

Program to be Sub-Clause 12.1.
Furnished The Program must be submitted in the form of a bar chart depicting Critical Path Method and other details based on the latest relevant computer software.

Electricity Water, Sub-Clause 14.3.
Gas and Other Supplies on the Site are as described in the Particular Conditions of **Services Contract/Special Provisions.**

Employer's Sub-Clause 14.4.
Equipment There will be no Employer's equipment available for use by the Contractor under the Employer's operation. The Contractor shall arrange all equipment at his own cost.

Working Hours Sub-Clause 18.3.
The normal working hours on the Site shall conform to applicable labor laws and existing customs of Pakistan.

Place of Project Sub-Clause 25.1

(i) Place of the Project is Islamabad.

(ii) Period of Completion for whole of the Works is nine months from the Commencement Date.

Earlier Sub-Clause 26.3

Completion (i) No extra sum as Bonus will be paid to the Contractor for earlier completion of the Works.

Delay in Sub-Clause 27.1.

Completion Failure to meet the Time for Completion entitles the Employer to deduct from the Contract Price as follows:

1% of the Contract Price per day; but up to a maximum of 10% of the Contract Price.

Prolonged Delay Sub-Clause 27.2.

Maximum amount recoverable from the Contractor by the Employer is up to the extent of loss as worked out by the Engineer.

Terms of Sub-Clause 33.1.

Payment in addition to the provisions under Clause 33, the terms of payment shall be as stated in Particular Conditions of Contract.

Payment Sub-Clause 33.5

(i) Period of Payment by the Employer to the Contractor: The Employer shall approve the invoice and make payment within thirty (30) calendar days after receipt of Certificate of Payment from the Engineer.

(i) Period of Final Certificate of Payment: Time for payment by the Employer to the Contractor against Final Certificate of Payment shall be within fifty-six (56) days after receipt of Final Certificate of payment from the Engineer.

Payment in Sub-Clause 35.1.

Foreign No payment shall be made in foreign currencies.

Currencies

Insurance of Sub-Clause 43.1.

Works The amount of Insurance shall be for full replacement value of the Works stated in Letter of Acceptance plus fifteen percent (15%). For the deductibles, if any, the Contractor shall submit an undertaking that he shall indemnify and keep indemnified the Employer for the amount of deductibles provided in the insurance policy.

Sub-Clause 43.1. (a)

The additional risks to be insured are:

- (a) Fire, smokes, explosion, falling objects, earthquake, perils of the sea, tempest, impact by aircraft or land vehicle, aircraft and other aerial devices or articles dropped there from lightning, strike, riot, civil commotion, terrorism, escape of water, inundation, rain, snow, landslides, flood, act of God, vandalism or malicious damage, windstorm or hail storm, accidental damage to the plant during installation;
- (b) Collision, upset, overturn, derailment, stranding or sinking of an automobile or any conveyance of a common carrier by land, water or air in which the Plant or any part thereof is being carried including overland transportation in Pakistan from port of entry to the Site;
- (c) Theft, burglary or attempted theft or burglary;
- (d) Any loss or damage during pre-erection storage;
- (e) Faults in construction and erection, lack of skill, lack of experience, negligence, malicious act;

- (f) Any other sudden and unforeseen event such as loss or damage due to collapse etc., on site, transport of items to be erected;

Third Party Sub-Clause 43.3.

Liability The amount of insurance against third party liability taken out by the Contractor shall not be less than PKR. 500,000/- (Rupees five hundred thousand only) per occurrence with number of occurrences unlimited.

Labor, Materials Sub-Clause 47.1.

and Transport The rates and prices quoted by the Contractor in the Schedule of Prices shall not be subject to adjustments for changes in costs and shall remain fix and firm during the currency of the Contract.

Notice to Employer and Engineer Sub-Clause 49.2.
The address of the Employer for notices is the same as given in Sub-Clause 1.1.12 here above.
The address of the Engineer for notices is the same as given in Sub-Clause 1.1.15 here above.

Disputes & Sub-Clause 50.4

Arbitration Venue of Arbitration shall be Islamabad, Pakistan.

Applicable Law Sub-Clause 51.1.

The applicable law is the Laws of the Islamic Republic of Pakistan.

Procedural Law Sub-Clause 51.2.

for Arbitration The procedural law for arbitration is the Rules of Pakistan Arbitration Act 1940, as amended from time to time.

Language Sub-Clause 51.3.

The language of arbitration is English language. The place of arbitration is Islamabad, Pakistan.

PART - II
PARTICULAR CONDITIONS
OF CONTRACT

PART-II: PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

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

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

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

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

Sub-Clause 1.1.3

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

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

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

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

Sub-Clause 1.1.11

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

Sub-Clause 1.1.15

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

“or any other competent person appointed by the Employer at any time during the currency of the Contract as his replacement.”

Sub-Clause 1.1.23

The following paragraph is added:

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

Sub-Clause 1.1.27

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

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

Sub-Clause 1.1.33

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

The following Sub-Clauses are added:

Sub-Clause 1.1.38

The word “Month” means calendar month according to Gregorian calendar.

Sub-Clause 1.1.39

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

Sub-Clause 1.1.40

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

Sub-Clause 1.1.41

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

Sub-Clause 1.1.42

Project” means “SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF COOLING SYSTEM AT CMU WAREHOUSE ISLAMABAD.”

Sub-Clause 2.1 Engineer’s Duties

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

Engineer shall carry out the duties specified in the Contract.

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

- (a) approval of Subcontractor under Sub-Clause 4.1,
- (b) certifying additional sums under Sub-Clause 5.4,
- (c) certifying additional costs under Sub-Clauses 11.3 & 12.3,
- (d) certifying any cost under Sub-Clause 14.6,

- (e) approval of Extension of Time under Clause 26,
- (f) issuing a Taking-Over Certificate under Clause 29,
- (g) issuing a Defects Liability Certificate under Sub-Clause 30.11,
- (h) issuing a Variation Order under Clause 31 except in an emergency situation as stated here below or if such variation would increase the Contract Price by less than the amount stated in the Preamble to Conditions of Contract,
- (i) fixing rates or prices under Clauses 31 and 34,
- (j) certifying additional costs under Sub-Clause 44.5, and
- (k) certifying additional costs under Sub-Clause 47.2.

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

Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under this Contract. But Engineer will confirm the completion and handing over of project.”

Sub-Clause 2.6 Confirmation in Writing

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

Sub-Clause 2.8 Replacement of Engineer

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

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

Sub-Clause 2.9 Engineer Not Liable

Sub-Clause 2.9 is added as follows:

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

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

Sub-Clause 4.2 is added as follows:

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

Sub-Clause 5.3 Priority of Contract Documents

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

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

1. The Contract Agreement;
2. The Letter of Acceptance;
3. The completed Letters of Bid (i.e. Letter of Technical Bid & Letter of Price Bid);
4. The Preamble to Conditions of Contract;
5. The Particular Conditions of Contract;
6. The General Conditions of Contract;
7. The priced Schedule of Prices;
8. The completed Schedules to Bid;
9. The Specifications comprising Special Provisions, Technical Provisions;
10. Equipment Schedule;
11. The Drawings; and
12. Any other document forming part of the Contract.

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by drawing(s) of a later date regardless of scale.

All drawings and specifications shall be interpreted in conformity with the Contract Agreement and these conditions.

Sub-Clause 5.4 Documents Mutually Explanatory

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

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

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

Sub-Clause 6.6. Operation and Maintenance Manuals

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

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

The directions shall be set out simply, clearly and systematically. This may be divided

into two volumes if desirable, one for operation and the second for servicing and maintenance (in sub-volumes for major items of Plant).

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

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

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

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

The Contractor shall submit two (02) draft copies for approval of the Engineer prior to producing finished volumes.

The Contractor shall provide three (03) copies of the approved Operation and Maintenance Manuals prior to Taking Over by the Employer. Supplementary Operation and Maintenance Manual shall be provided by the Contractor, if required, to incorporate changes resulting from experience during the operation and maintenance period. The work shall not be considered to be completed for the purpose of taking over until such manual and drawings have been supplied to the Employer.”

Sub-Clause 6.9 Manufacturing Drawings

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

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

Sub-Clause 6.10 “As-Built” Drawings

The following Sub-Clause 6.10 is added:

The Contractor shall furnish to the Engineer three (3) copies and one (1) reproducible of approved quality of all “As-Built” drawings within the period mentioned in the Preamble to Conditions of Contract.

Sub-Clause 8.1 General Obligations

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

- “(a) The Contractor shall commence the works on the date specified in Sub- Clause 1.1.1(i) of the Preamble to Conditions of Contract and shall proceed with the same with due expedition and without delay.
- (b) The Contractor shall, in accordance with the Contract, with due care and diligence, complete the Works and test and commission the Plant within the Time for Completion. The Contractor shall also provide all necessary Contractors’ Equipment, superintendence, labor and all necessary facilities therefore.”

Sub-Clause 10.1 Performance Security

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

“The Contractor shall provide a Performance Security in the prescribed Form annexed to these Documents. The said Security shall be furnished by the Contractor within fourteen (14) days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to ten (10%) percent of the Contract Price in the currency of the Contract in the form of Bank Guarantee from any Scheduled Bank in Pakistan” or from any insurance company having AA rating.

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

Sub-Clause 10.3 Claims under Performance Security

Sub-Clause 10.3 is deleted in its entirety.

Sub-Clause 10.4 Performance Security Binding on Variations and Changes

The following Sub-Clause 10.4 is added:

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

Sub-Clause 12.1 Program to be Furnished

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

- “(a) the order in which the Contractor proposes to carry out the Works (including preliminaries, required material ordering, delivery to Site, erection and rectifications work, testing, commissioning and taking-over by the Employer). The program shall also include the following:
- (i) Employment of local and expatriate labor of various categories,
 - (ii) Local material procurement,
 - (iii) Material imports, if any,
 - (iv) Schedule of Submittals.”

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

Sub-Clause 12.4 Monthly Progress Report

The following Sub-Clause 12.4 is added:

“During the period of the Contract, the Contractor shall submit three (03) sets of report to the Engineer not later than the 8th day of each month, including:

- (i) a construction/erection schedule indicating the progress achieved during the preceding month;
- (ii) description of all work carried out since the last report;
- (iii) description of the work planned for the next forty-two (42) days sufficiently detailed to enable the Engineer to determine his program of inspection and testing;
- (iv) summary of daily job records for the preceding month; and
- (v) color photographs to illustrate progress.”

Sub-Clause 12.5 Daily Job Record

The following Sub-Clause 12.5 is added:

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

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

Sub-Clause 13.1 Contractor's Representative

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

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

Sub-Clause 13.3 Language Ability of Superintending Staff of Contractor

The following Sub-Clause 13.3 is added:

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

Sub-Clause 13.4 Employment of Local Personnel

The following Sub-Clause 13.4 is added:

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

Sub-Clause 14.1 Contractor's Equipment

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

“which shall not be unreasonably withheld.”

Sub-Clause 14.2 Safety Precautions

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

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

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

Sub-Clause 14.3 Electricity, Water and Gas

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

“The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site with Cost. The Contractor shall at his own cost provide any apparatus necessary for such use. In case of emergency, the Contractor shall furnish an Electric Power Generating set at Site.”

Sub-Clause 14.4 Employer's Equipment

The text of Sub-Clause is deleted in its entirety.

Sub-Clause 14.8 Information for Import Permits & Licenses

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

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

Sub-Clause 15.2 Compliance with Laws

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

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

Sub-Clause 16.4 Photographs of Works and Advertisement Prohibited

The following Sub-Clause 16.4 is added:

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

Sub-Clause 16.5 Training of Employer's Staff

The following Sub-Clause 16.5 is added:

“The Contractor shall provide training of such numbers of the warehouse/Consultants Employees as nominated by the authority at the Site so that the authority dedicated staff will become familiar of Operating and Troubleshooting of HVAC/Cooling System.

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

Clause 17.4 Consents and Way Leaves

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

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

Sub-Clause 18.1 – Engagement of Labor

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

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

Sub-Clauses 18.5 to 18.12 are added:

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

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

Sub-Clause 18.6 Alcoholic Liquor or Drugs

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

Sub-Clause 18.7 Arms and Ammunition

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

Sub-Clause 18.8 Festivals and Religious Customs

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

Sub-Clause 18.9 Disorderly Conduct

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

Sub-Clause 18.10 Records of Safety and Health

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

Sub-Clause 18.11 Reporting of Accidents

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

Sub-Clause 18.12 Compliance by Subcontractors

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

Sub-Clause 19.1 Manner of Execution

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

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

Sub-Clause 19.3 Uncovering Work

The following is added at the end of second paragraph of Sub-Clause 19.3: “In any other case, all costs shall be borne by the Contractor.”

Sub-Clause 19.4 Use of Pakistani Materials

The following Sub-Clause 19.4 is added:

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

PRE-SHIPMENT INSPECTION OF EQUIPMENT

The contractor shall organize and arrange the Pre-shipment Inspection of AHUs with matching Condensing Units & VRF System at their factory of Manufacturer in the presence of the contractor or his manufacturer. During inspection, the representatives of the Employer and the Concern Engineer of consultant will have the right to inspect the equipment, witness any factory tests and to check the performance of the equipment.

The contractor shall give at least one-month notice to the employer for nominating four (4) representatives of the employer and one (1) representative of the consultants. The contractor shall assist the inspections for obtaining Visas and payment of all expenses of obtaining visas. He shall bear all expenses of cost of return air fare from Islamabad to the airport in the country of manufacturer and inland transport in the country of the manufacture and return to Islamabad, as well as all boarding, lodging & travel expenses of the inspectors outside Pakistan; for five (5) inspectors stated above at the contractor / supplier cost. The HVAC/Cooling system contractor shall pay suitable amount in USD per day per person to these inspector during this visit.

On satisfactory completion of the equipment inspection, the inspectors shall issue a certificate, which shall become a part of the contractor payment invoice for the works. Such inspection shall not absolve the contractor of his responsibilities and liabilities of supply and provisions as per contract documents and conditions and damage-free transportation and proper performance after the installation of the equipment inspected and proper performance of the equipment.

Sub-Clause 20.6 Factory Acceptance Tests

The following Sub-Clause 20.6 is added:

“The Employer and Engineer/Engineer’s Representative shall witness all the equipment upon reaching at site. The Engineer/Engineer’s Representative shall evaluate/examine/verify all the Performance Tests Reports performed by the Manufacturer performed at the manufacturing factory. The Engineer/Engineer’s Representative should be satisfied with the results. However, the Contractor will be responsible for the performance of plant and complete Installation and Commissioning as per specifications up to the satisfaction of Engineer/Engineer’s Representative and the Employer.”

Sub-Clause 24.1 Cost of Suspension

The Sub-Clause 24.1 is deleted in its entirety. Sub-

Clause 24.2 Payment in the Event of Suspension

The Sub-Clause 24.2 is deleted in its entirety.

Sub-Clause 24.4 Resumption of Work

The Sub-Clause 24.4 is deleted in its entirety.

Sub-Clause 25.1 Time for Completion

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

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

Sub-Clause 26.1 Extension of Time for Completion

Sub-Clause 26.1(h) is deleted

Sub-Clause 26.1.1 Financial Compensation against Extension of Time

The following Sub-Clause 26.1.1 is added:

“The Contractor shall not be entitled for any financial compensation consequent upon the Extension of Time (EOT) for Completion granted to him under the provisions of Sub-Clause 26.1 of the General Conditions of Contract and he shall not have any further recourse or claim against the Employer, nor shall have any right of action against Employer for loss or damage suffered by the reasons of delay under which EOT is granted to him.”

Sub-Clause 26.3 Earlier Completion

Sub-Clause 26.3 (b) is deleted.

Sub-Clause 26.4 Rate of Progress

The following Sub-Clause 26.4 is added:

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

Sub-Clause 27.1 Delay in Completion

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

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

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

The liquidated damages for each day of delay and the maximum amount of liquidated damages shall be (one percent) 1% for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.”

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

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

Sub-Clause 30.4 Extension of Defects Liability Period

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

Sub-Clause 30.5 Failure to Remedy Defects

In first line after the words “reasonable time” the following is added:

“fixed by the Engineer in consultation with Employer”,

Sub-Clause 30.13 Unfulfilled Obligations

The following Sub-Clause 30.13 is added:

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

Sub-Clause 31.1 Engineer's Right to Vary

The following is added at the end of second paragraph:

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

Sub-Clause 31.5 Record of Costs

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

Sub-Clause 31.6 Value Engineering

The following Sub-Clause 31.6 is added:

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

Sub-Clause 33.1 Terms of Payment

The Total Contract Price shall be paid as follows:

Payment to the Contractor against Supply and Installation of HVAC/Cooling system Works shall be made in the following manner; -

A) Payment schedule against imported items:

- a) 20 % on signing of contract as Mobilization Advance.
- b) 10 % after approval of technical submittal
- c) 10% at opening of Letter of credit (L/C).
- d) 10 % on arrival of equipment at Karachi port.
- e) 5 % upon delivery of equipment on site.
- f) 20 % on completion of installation of HVAC /Cooling System.
- g) 25 % on completion of testing and commissioning HVAC / Cooling System.

B) Payment against local items may also kindly be considered:

- a) 20 % on signing of contract agreement as Mobilization Advance.
- b) 20 % Secured Advance.
- c) 20 % on running payment.
- d) 40 % on testing and commissioning.

All above payments shall be made after deduction of applicable income tax and retention money of five percent (5%) pursuant to Sub-Clause 33.13 hereof.

(If the Dollar rate fluctuates by two (2%) percent from the rate, it will impact on the total price)

The AA Rating Insurance guarantees submitted by the Contractor against item will be released after equipment reached at site.

The following Sub-Clauses 33.1.1 to 33.1.4 are added:

Sub-Clause 33.1.1 Payment Where Taking-Over Certificate Issued for Section or Part of Works

If any section or part of the Works shall be taken-over separately under Clause 29 (Taking-Over) hereof, the payments herein provided for on or after Taking-Over shall be made in respect

of the section or part taken-over and reference to the price shall mean such part of the price as shall, in the absence of agreement, be apportioned thereto by the Engineer.

Sub-Clause 33.1.2 Extra Payment

No extra payment in respect of overtime, additional materials, or special conditions or hardship shall be claimed by the Contractor.

Sub-Clause 33.1.3 Breakdown of Lump Sum Items

For the purposes of statements submitted in accordance with Sub-Clause 33.1 hereof, the Contractor shall submit to the Engineer, within twenty-eight (28) days after the receipt of the Notice of Contract Award, a breakdown for each of the lump sum items contained in the Bid. Such breakdowns shall be subject to the approval of the Engineer.

Sub-Clause 33.1.4 Currency of Payment

All the payments shall be made in Pakistani Rupees.

Sub-Clause 33.5 Payment

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

“The amount due to the Contractor under any Certificate of Payment issued by the Engineer, pursuant to this Sub-Clause, or to any other term is of the Contract shall, subject to Clause 27, be paid by the Employer to the Contractor within a period mentioned in the Preamble to Conditions of Contract after such Certificate of Payment has been delivered to the Employer by the Engineer, or in the case of the Final Certificate of Payment referred to in Sub-Clause 33.10 within a period mentioned in the Preamble to Conditions of Contract after such Final Certificate of Payment has been delivered to the Employer. It shall also be noted that the minimum amount of IPC shall be at least 50,000,000/- (fifty million), No IPC will be entertained with amount less than as mentioned above.

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

Sub-Clause 33.6 Delayed Payment

The sub-clause 33.6 is deleted in its entirety.

Sub-Clause 33.8 Payment by Measurement

The Works shall be done in accordance with the approved drawings, Specifications and Contract Documents. No measurement shall be done, however works against each item in Schedule of Prices shall be verified.

Sub-Clause 33.12 Withholding of Payment

The following Sub-Clause 33.12 is added:

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

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

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

Sub-Clause 33.13 Retention Money

The following Sub-Clause 33.13 is added:

The Employer shall be entitled to retain five percent (5%) from each payment made by it to the Contractor under the Agreement. The sums so retained (or the balance thereof, if any, after any deduction as the Employer may make) (the "Retention") shall be released as under:

Upon the expiration of the of Defects Liability Period for the Works, complete amount of the Retention Money after certified by the Engineer shall be released for payment to the Contractor. Provided that, in the event of different Defects Liability Periods having become applicable to different Sections or parts of the Permanent Works pursuant to Clause 29, the expression "expiration of the Defects Liability Period" shall, for the purposes of this Sub-Clause, be deemed to mean the expiration of the latest of such periods. Provided also that, if at such time, there shall remain to be executed by the Contractor any work ordered, during the Defects Liability Period in respect of the works, the Engineer shall be entitled to withhold certification until completion of such work of the Balance of the Retention Money as shall, in the opinion of the Engineer, represent the cost of the Work remaining to be executed.

Sub-Clause 34.1 Claims Procedure

In the second line, after the words 'additional payment', the following text is added:

"Provided further that the Contractor shall not be entitled to claim additional payment/financial compensation against Extension of Time as per Sub-Clause 26.1"

Sub-Clause 35.1 Payment in Foreign Currencies

The text of Sub-Clause is deleted in its entirety.

Sub-Clause 35.2 Currency Restrictions

The text of Sub-Clause is deleted in its entirety.

Sub-Clause 35.3 Rates of Exchange

The text of Sub-Clause is deleted in its entirety.

Sub-Clause 36.1 Use of Provisional Sums

The text of Sub-Clause is deleted in its entirety.

Sub-Clause 36.2 Ordering Work against Provisional Sums

The text of Sub-Clause is deleted in its entirety.

Sub-Clause 36.3 Invoices and Receipts

The text of Sub-Clause is deleted in its entirety.

Sub-Clause 36.4 Payment against Provisional Sums

The text of Sub-Clause is deleted in its entirety.

Sub-Clause 37.2 Employer's Risks

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

Employer's Risks are:

- (a) (Insofar as they relate to Pakistan) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (b) (Insofar as they relate to Pakistan) rebellion, revolution, insurrection, military or usurped power or civil war;
- (c) ionizing radiation or contamination by radioactivity from any nuclear fuel, radio-active toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- (d) pressure waves caused by aircraft travelling at sonic or supersonic speed;
- (e) (Insofar as they relate to Pakistan) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors;
- (f) use or occupation of the Works or any part thereof by the Employer;
- (g) fault, error, defect or omission in the design of any part of the Works by the Engineer,
- (h) the use or occupation of the Site by the Works or any part thereof, or for the purposes of the Contract: or interference, whether temporary or permanent with any right of way, light, air or water or with any easement, way leaves or right of a similar nature which is the inevitable result of the construction of the Works in accordance with the Contract;
- (i) the right of the Employer to construct the Works or any part thereof on, over, under, in or through any land;
- (j) damage (other than that resulting from the Contractor's method of construction) which is the inevitable result of the construction of the Works in accordance

with the Contract; and

- (k) the act, neglect or omission or breach of contract or of statutory duty of the Engineer, the Employer or other contractors engaged by the Employer or of their respective employees or agents.”

Sub-Clause 39.2 Loss or Damage Before Risk Transfer Date

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

Sub-Clause 39.4 Duty to Minimize Delay

The following Sub-Clause 39.4 is added:

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

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

Sub-Clause 40.2 Employer's Liability

The text of Sub-Clause is deleted in its entirety.

Sub-Clause 42.2 Maximum Liability

The text of Sub-Clause is deleted in its entirety.

Sub-Clause 42.6 Foreseen Damage

The text of Sub-Clause is deleted in its entirety.

Sub-Clause 45.6 Integrity Pact

The following Sub-Clause 45.6 is added as follows:

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

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

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

Sub-Clause 46.1 Employer's Default

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

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

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

Sub-Clause 48.1 Customs and Import Duties

Sub-Clause 48.1 is deleted and substituted by the following:

“The customs, import duties and other fees/levies in respect of importation of different material and equipment required for the Works shall be paid by the Contractor”.

Sub-Clause 48.3 Port Charges and Port Congestion

The following Sub-Clause 48.3 is added:

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

Sub-Clause 49.1 Notice to Contractor

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

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

Sub-Clause 50 Disputes & Arbitration

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

All proceedings to settle a dispute will be governed by the rules and regulations of Pakistan Arbitration Act 1940.

“50.1 DECISION OF ENGINEER If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other Party., the Engineer shall give his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to suitable Clause of the contract within Three (03) working days.

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

50.2 COMMITTEE: If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the Tenth (10) day after the day on which he received the reference, then either the Employer or the Contractor may, proceed to the Committee for the settlement of dispute.

The committee will be comprised of following members.

- | | |
|----------------------------------|-----------|
| 1- Representatives of Department | (Members) |
| 2- Representative of Consultants | |
| 3- Representatives of Contractor | (Members) |

ARBITRATOR: Any of the parties not satisfied with the decision of the committee may request to The Arbitrator,

COURT JURISDICTION: Only the Courts of Law in Islamabad city shall

have exclusive jurisdiction to adjudicate upon the decision of arbitrator brought by Contractor in relation to this particular contract.

The following Sub-Clauses 51.4 to 51.12 are added: Sub-

Clause 51.4: Warranty

The Contractor warrants that the Goods/equipment, supplied under the Contract are new, unused and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that the Goods/equipment shall have no defect arising from design, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the Goods in the conditions existing at the Site. The Contractor also warrants for making good any defect of the specified Goods during the Warranty Period as specified in the Preamble to Conditions of Contract, commencing from the date of issuance of Taking Over Certificate. The Contractor shall also give warranty, which shall cover all items against materials, fabrication workmanship, installation and all other associated deficiencies for a period as specified in the Preamble to Conditions of Contract, commencing from the date of issuance of Taking Over Certificate. Warranty shall be signed by both the Contractor and the Manufacturer whose work is involved.

Sub-Clause 51.5: Local Taxation

The prices quoted by the Contractor for items of Schedule of Prices shall include all custom duties, excise duties, duty and other surcharges, sales and other taxes, import license fees, business taxes, income and other taxes that may be levied according to the laws and regulations of Pakistan on the Contractor's equipment, materials and supplies (both permanent, temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the country on profits made by him in respect of the Contract. All payments to be made to the Contractor shall be subject to deductions of Income Tax or other Taxes as levied by the Government at the time of payment to the Contractor.

Sub-Clause 51.6: Payment of Income Tax

The Employer shall deduct taxes from all interim payments made to the Contractor as per prevailing Government regulations unless the Contractor obtain an exemption under the state laws from appropriate Government authorities.

Sub-Clause 51.7: Co-operation with other contractors

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

Sub-Clause 51.8: Liability of Contractor

The Contractor shall strictly follow all relevant labor laws including the workman's compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute in between Contractor or assign & the labor employed by them.

Sub-Clause 51.9: Lighting works at night

In the event of Work being carried out at night hours, the Contractor shall at his own cost provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without dangers, similarly the work being carried out shall be sufficiently lighted. All arrangements adopted of such lighting shall be to the satisfaction of the Engineer.

Sub-Clause 51.10: Calculation of Power required in case electricity shut down as alternative arrangements

As a pre-requisite to this Bid, the Contractor shall furnish the calculations of power required in case of electricity shut down as alternative arrangements which shall be sufficient to operate the plants and equipment. Separate bidding will be done if required so.

