

NATIONAL GRID COMPANY OF PAKISTAN



BIDDING DOCUMENT

Tender No. DG/C&SEngg/NGC/48/2026-27

**CONSTRUCTION OF AUDITORIUM HALL AND
LECTURE THEATERS BUILDING AT TSG TRAINING
CENTRE LAHORE ON ENGINEERING, PROCUREMENT &
CONSTRUCTION (EPC) MODE**

UNDER NGC'S OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

**VOLUME-1
(Commercial & Technical Conditions)**

**PREPARED BY:
DG (C&S ENGG) NGC.**

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INVITATION FOR BIDS

INVITATION FOR BIDS

Bid Reference No. Tender No. DG/C&SEngg/NGC/48/2026-27

1. National Grid Company of Pakistan (NGC) “the Employer”, responsible for development and control of power transmission system in the country, invites sealed bids for:

“CONSTRUCTION OF AUDITORIUM HALL AND LECTURE THEATERS BUILDING AT TSG TRAINING CENTRE LAHORE ON ENGINEERING, PROCUREMENT & CONSTRUCTION (EPC) MODE” through “Single Stage Two Envelope Procedure” on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provincial Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority.

2. The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council in the appropriate category for the Works.
3. Bidders may obtain further information from the Office of the Employer

Director General (Procurement) NGC (Formerly Chief Engineer (MP&M)NTDC

8th Floor Shaheen Complex, Edgerton Road Lahore.

Postal Code: 54000

Telephone: +92-42-99202597

Fax number: +92-42-99202173

E-mail: cepm@ntdc.com.pk

4. All bids must be accompanied by **Bid Security amounting to PKR 5.0 Million**. The Bid Security shall be in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the **Chief Engineer (MP&M) NTDC** valid for a period up to Twenty Eight (28) days beyond the bid validity date.
5. The bids must be submitted through e-PADS only on or before 29-09-2026 **11:00AM PST** however, Bid Security is required to be submitted in Original (hard copy) before bids closing deadline. Technical Bids will be opened at **11:30AM PST** on the same day, in the presence of Bidder’s representatives who choose to attend at the same address.
6. The bids must be received by the Employer through **e-PADS only** before the bid submission deadline.
7. The bidders must quote for the complete scope of work. Bids covering only a part of the work shall be rejected.
8. All bidders must fill in check list before submission of bid in their own interest as per Instructions to Bidders which is a mandatory requirement.

9. The Competent Authority reserves the right to reject all bids and to annul bidding process at any time prior to contract award as defined in Clause 33(1) of Public Procurement Rules 2004.

Director General (Procurement)
NGC (Formerly Chief Engineer
(MP&M)NTDC
8th Floor Shaheen Complex,
Edgerton Road Lahore.
Postal Code: 54000
Telephone: +92-42-99202597
Fax number: +92-42-99202173
E-mail: cempm@ntdc.com.pk

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid and Source of Funds

1.1 Scope of Bid

National Grid Company of Pakistan (NGC), (hereinafter called “the Employer”) issues this Bidding Document for procurement of the following Works through National Competitive Bidding (NCB):

“Construction of Auditorium Hall and Lecture Theaters Building at TSG Training Centre Lahore on Engineering, Procurement & Construction (EPC) Mode”

Bidders must quote for the complete scope of work. Any bid covering partial scope of work will be rejected as non-responsive, pursuant to Clause IB.24.

1.2 Source of Funds

The Employer will make eligible payments under the Contract for which these Bidding Documents are issued, from his own resources.

1.3 Throughout this Bidding Document

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) “day” means calendar day.

IB.2 Eligible Bidders

2.1 The Invitation for Bids is open to all bidders meeting the following requirements:

- i) A bidder may be a natural person, private entity, or government-owned enterprise or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (in which case all partners shall be jointly and severally liable). The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in the C-3 with Code CE-10, CE-11 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC.
- iv) Bidders shall be on Active Taxpayers List (both Income Tax and Sales Tax) of

Section-I: Instructions to Bidders

the Federal Board of Revenue and relevant Provincial Revenue Authority.

- v) The Bidder shall not be blacklisted by NGC (formally NTDC)/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. The Bidder should provide details of previous black listing, if any. An affidavit is to be provided by the Bidder that the Bidder is not black listed by NGC (formally NTDC)/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. Further, the bidder shall submit an Undertaking along with his bid that he has read and accepts the provisions of NTDC policy (attached with the bidding document as Annexure-A) for blacklisting of Contractors. Non-submission of this undertaking may result in the rejection of the bid. The said undertaking will subsequently become part of Contract Agreement as well.
- vii) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at <https://www.ppra.org.pk/doc/sro592.pdf>

IB.3 Eligible Goods and Services

- 3.1 All materials, equipment, and related services to be incorporated in or supplied under this Contract shall conform to the Specifications, Drawings, Employer's Requirements, and the provisions of the Contract. The Contractor may procure such materials, equipment, and services from eligible countries (As per Appendix-A), at its own cost and responsibility, unless otherwise specifically restricted in the Contract.
- 3.2 The Contractor shall be solely responsible for the procurement, import (where applicable), transportation, customs clearance, insurance, storage, handling, testing, and delivery of all materials, equipment and related services required for the execution and completion of the Works.

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 for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any amendment or addenda issued in accordance with Clause IB.7.

- 1. Instructions to Bidders (ITB) with Appendices to ITB as follows:

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- (i) Appendix A to ITB: Name of Eligible Countries
 - (ii) Appendix B to ITB: Evidence of Bidder's & Subcontractor's capability
 - (a) Form ELI-1: Bidder's Information Sheet
 - (b) Form ELI-2: Joint Venture Information Sheet
 - (c) Form FIN-1: Historical Financial Performance
 - (d) Form FIN-2: Average Annual Turnover
 - (e) Form FIN-3: Availability of Financial Resources
 - (f) Form FIN-4: Financial Requirements of Current Contract Commitments
 - (g) Form EXP-1: Contracts of Similar Size and Nature
 - (h) Form EXP-2: Experience in Key Activities
 - (i) Form EXP-3: Experience of Subcontractors
 - (iii) Appendix C to ITB: Form of Bid Security
2. Letter of Technical Bid & Schedules to Bid as follows:
- (i) Schedule A: Specific Works data (Schedule of Technical Data) (Not applicable)
 - (ii) Schedule B: Proposed Organization for the Project & Work Methodology
 - (a) Form 1: Site Organization & Method Statement
 - (b) Form 2: Mobilization Schedule
 - (iii) Schedule C: Construction Schedule
 - (iv) Schedule D: Personnel
 - (a) Form PER-1: Proposed Personnel
 - (b) Form PER-2: Resume of proposed Personnel
 - (v) Schedule E: Subcontractors
 - Form SUBCON: Proposed Subcontractors for Major Services
 - (vi) Schedule F: Country of Origin Declaration Form (Not Applicable)
 - (vii) Schedule G: Deviations from Technical & Contractual Provisions
 - (viii) Schedule H: Specimen JV Agreement (if applicable)
 - (ix) Schedule I: Equipment
 - (x) Schedule K: An Undertaking that the Bidder has read and accepts NTDC's SOP for Blacklisting of Contractors pursuant to Sub-Clause 2.1(v)
 - (xi) Schedule L: Manufacturer's Authorization (Not Applicable)
3. Letter of Price Bid & Schedules to Bid
Schedules to Bid are the following:
- (i) Schedule J: Integrity Pact
4. Schedule of Prices

Section-I: Instructions to Bidders

5. Preamble to Conditions of Contract
6. General Conditions of Contract (GCC)
7. Particular Conditions of Contract (PCC)
8. Standard Forms
Forms include the following:
 - (i) Form of Contract Agreement
 - (ii) Form of Performance Security
 - (iii) Form of Bank Guarantee for Advance Payment
 - (iv) Indemnity Bond for Secured Advance
9. Specifications - Special & Technical Provisions
10. Drawings

- 5.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the Bidder's 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 Engineer in writing or by ePADS at the address:-

Employer Address:

**Director General (Procurement) NGC (Formerly Chief Engineer
(MP&M)NTDC
8th Floor Shaheen Complex, Edgerton Road Lahore.
Postal Code: 54000
Telephone: +92-42-99202597
Fax number: +92-42-99202173
E-mail: cempm@ntdc.com.pk**

Engineer Address:

Director General (C&SE) NGC, 108-Wapda House Lahore.

Employer will examine the request for clarification of the Bidding Documents which it receives not later than twenty-one (21) days prior to the deadline for the submission of bids and if needed will issue the clarification/amendment of the Bidding Documents at least fourteen (14) 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 IB 7.1 hereof, and shall be communicated via ePADs. The bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his bid.
- 7.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may at its discretion extend the deadline for submission of bids in accordance with Clause IB.19.

C. PREPARATION OF BIDS

IB.8 Language of Bid

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Employer 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 Bidder shall submit the bid through e-PADS only in 2 separate pdf files, one to be referred as “Technical Bid” and the other to be referred as “Price Bid” comprising the following documents in the respective pdf files, however, Bid Security is required to be submitted in original before bids submission deadline:

I. Technical Bid

- (a) Covering Letter for Technical Bid
- (b) Letter of Technical Bid duly filled, signed, in accordance with Clause IB.17.
- (c) Bid Security furnished in accordance with clause IB 15 on prescribed format (Appendix-C to ITB)
- (d) Power of Attorney, duly notarized, authorizing the signatory of the bid to act for and on behalf of the Bidder in accordance with Clause IB 17.5

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- (e) Documentary evidence in accordance with Clause IB.13, the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted.
- (g) Technical Proposal in accordance with clause IB 14A.
- (h) In the case of a bid submitted by a Joint Venture, the Bid shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.
- (i) An affidavit that the Bidder (or any partner in case of joint venture) has not been black listed pursuant to Sub-Clause 2.1(v) (Schedule K to Bid);
- (j) List of Proposed Subcontractors for Major Services (Form SUBCON of Schedule E to Bid)
- (k) PEC license pursuant to Sub-Clause 2.1; and
- (l) Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the Bid.

II. Price Bid

- (a) Covering Letter for Price Bid
- (b) Letter of Price Bid duly filled and signed in accordance with Clause IB.17.
- (c) **Schedule of Prices** completed in accordance with Clauses IB.11 and IB.12. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The units and rates in figures entered into the Price Schedules should be type written or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered non-responsive.
- (d) Schedule J to Bid, duly filled and signed, in accordance with the instructions contained therein.
- (e) Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the Bid.

IB.10 Letters of Bids and Schedules

- 10.1 The Bidder shall complete and sign the Letters of Bids, Schedules (A to L, or as modified) to Bid, Appendices to ITB and Schedule of Prices furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.9.

IB.11 Bid Prices

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- 11.1 The bidder shall fill up the Schedule of Prices attached to these documents 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 and Employer requirement. The units and rates in figures entered into Schedules of Prices shall be type written, or if written by hand, shall be in print form. Bidder shall quote for the entire Works on a "single responsibility" basis such that the total Bid price covers all the Contractor's commercial, contractual and technical obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design & construction including procurement and subcontracting (if any), delivery, installation and completion of the Works. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the building and, where so required by the Bidding Document, the acquisition of all permits, approvals, and licenses, etc.; the operation, maintenance, and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions and Particular Conditions of Contract.
- 11.2 The Bidder shall quote a single Lump Sum Bid Price for the complete design, engineering, procurement, supply, installation, construction, testing, commissioning and handover of the Works on a "Single Responsibility (EPC/Design-Build)" basis in Schedule No.01. The Lump Sum Bid Price shall include all of the Contractor's obligations, responsibilities, risks and liabilities whatsoever arising under or in connection with the Contract. The Works shall comprise all permanent and temporary works, materials, equipment, plant, labour, services and other items necessary to satisfy the Employer's Requirements and all requirements expressly stated or reasonably implied by the Contract. Without limiting the foregoing, the Bid Price shall be deemed to include any work, material, equipment or service, whether specifically mentioned in the Contract or not, that is necessary for the stability, integrity, safety, completeness, testing, commissioning, intended performance and proper operation of the Works. No additional payment shall be made for any such work, material, equipment or service.
- 11.3 Bidder shall give a breakdown of the prices of all the major activities of the Works in the manner and detail called for as above "Priced Activity Schedule Table" in Schedule No. 02. and shall provide further breakdown of each activity as deemed appropriate/requested by the Employer. These will not in any way limit the Bidder's "single responsibility". The rate/price of any items that the Bidder may have omitted is deemed to be included in the total lump sum Bid Price and will not be paid separately by the Employer. The Priced Activity Schedule is intended only to identify the principal activities of the Works and it is intended for bid evaluation only and shall not limit, define or reduce the Contractor's scope of work or obligations under the Contract.
- 11.4 The prices shall be adjustable as specified in the Conditions of Contract.

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- (a) Price quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport, and contractor's equipment in accordance with the procedures specified in the corresponding appendix to the Contract Agreement. A Bid submitted with a fixed price quotation will be treated as non-responsive and be rejected.

- 11.5 The bidder shall fill in rates and prices for all items of the Works described in the Schedule of Prices. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Schedule of Prices.
- 11.8 The bidder's separation of price components in accordance with Sub-Clauses IB 11.3 above, will be solely for the purpose of facilitating the comparison of bids by the Employer/Engineer and will not in any way limit its right to Contract on any of the terms offered.
- 11.9 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:
 - (b) The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. All prices shall be deemed to include the cost of engineering, procurement, construction, testing, commissioning, taxes, duties, levies, transportation, insurance, overheads, profit and all other obligations necessary for the complete execution of the Works in accordance with the Contract.
- 12.2 The currencies of payment shall be Pak rupees.

IB.13 Documents Establishing Bidder's Eligibility And Qualifications

- 13.1 Pursuant to Clause IB.9, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 13.2 Bidder shall submit with its bid the following to establish its qualification to perform the Contract if its bid is accepted, to the Employer's/Engineer's satisfaction:
 - (a) documentary evidence that the Bidder has the experience required as per sub-clauses IB 13.4 (a) & (b) necessary to perform the Contract i.e.

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Forms EXP-1, and EXP-2 of Appendix-B to ITB along with document required therein; and

- (b) documentary evidence that the Bidder has the financial capability and has access to financial resources required as per sub-clauses IB 13.4 (c), (d) & (e) necessary to perform the Contract i.e. Forms FIN-1, FIN-2, FIN-3 & FIN-4 of Appendix-B to ITB along with document required therein.

13.4 **Bidder's Qualification Criteria:**

Qualification of a bidder shall be evaluated based on following criteria which the bidder must fulfill:

a) Contract Experience

The bidder as single entity should have executed at least two similar nature of works.

The Bidder must have successfully completed similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) (i.e. sum of value of multiple contracts) at least equivalent to the amount of **PKR 250 Million**. The Bidder shall submit with the bid evidence in this regard including interalia copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s).
In case of JV, all JV partners shall combined meet the said required experience.

- i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid.
- ii. The bidder as main contractor (a joint venture partner) must have completed construction contract of at least one (01) similar nature of works within the last ten (10) years comprising of Civil Works.
- iii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

a) Historical Financial Performance:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

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- i. The UDIN verified audited Financial “Standalone” Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) as per ICAP Directives and audited by Chartered Accountant for the last five (05) years shall be submitted by the Bidder. The financial statements should be UDIN verified in the light of ICAP directive. The Bidder’s Financial Statements for the last One year of the audited accounts should show that it has positive “NET WORTH” calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form Form FIN – 1 of Appendix-B. In case of JV, each JV partner shall meet the aforementioned criteria.

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

b) **Average Annual Turnover**

Minimum average annual turnover of **[125 Million]** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 05 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.

In case of JV, all the JV partners shall jointly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

c) **Financial Resources**

The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the subject project) , and other financial means to meet the total cash flow demands of this contract which is being considered equal to **[62.5 Million]** plus 25% of the Bidder’s commitments for running contracts. (Information to be submitted in prescribed Form FIN- 4 of Appendix-B of the Bidding Documents). It is clearly mentioned that 25% of quarterly current contract commitment shall be considered for evaluation as per Form FIN-4.

The Bidder shall provide his current work commitments in form specified in the Bidding Documents.

The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents.

[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder’s creditors during validity of bid shall be considered a withdrawal of bid.]

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In case of JV, all the JV partners shall jointly meet the above criteria with lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

d) Key Personnel:

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Schedule - D Form PER-1 to Bid given in Section-II of the Bidding Documents).

- Civil Engineer/Project Manager with valid PEC license having at least 05 years of relevant experience
- Site Supervisor (DAE) having at least 05 years of relevant experience

All the participating bidders shall provide an undertaking with the bid that in case a bidder does not meet the key personnel requirement stipulated above, the deficient key personnel will be replaced with personnel having requisite experience during the Pre-Award Negotiations in case of award of contract. The bid of any bidder not accompanied by an undertaking to this effect, even after post bid clarification, shall be rejected.

Joint Venture Related Requirements

- (a) One of the joint venture partners shall be nominated as being in-charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners.
- (b) The partner-in-charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.
- (c) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.
- (d) The maximum J.V. partners shall not be more than three (03).

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.
- 14.3 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 in response to the Section 9 (Specifications - Special Provisions) and Section 10 (Specifications - Technical Provisions) .
- 14.4 For purpose of the commentary to be furnished pursuant to Sub-Clause 14.3(g) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the Engineer in the Technical Provisions are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Engineer's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Provisions. Copies of the standards proposed by the bidder other than those specified in the Bidding Documents shall be furnished.

IB 14A Technical Proposal, Subcontractors

- 14A.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Bidding Documents, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time. To furnish Technical Proposal, bidder shall submit following with the bid:
- (i) Forms given in Schedule B to Bid, mentioning details of Site Organization, work methodology and Mobilization Schedule.
 - (ii) Construction Schedule (Schedule C to Bid) giving detail of activities along with timelines thereof.
 - (iii) List and detail of proposed personnel (Schedule D to Bid).
 - (iv) Detail of equipment to be used in construction, etc. (Schedule I to Bid).

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- 14A.2 For major items of Works as listed by the Employer in sub-clause IB 14.2 (iii) above and key activities as listed in sub-clause IB 13.4 (b), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name of the proposed Subcontractors for each of those items in Form SUBCON of Schedule E to Bid. In addition, the Bidder shall include in its Bid Form EXP-3 of Appendix B to ITB along with information establishing compliance with the requirements specified by the Employer for these items.
- 14A.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of sub-clauses IB 2.1 (i), (ii), (iv), (v) & (vii) as applicable, and that any plant, or services to be provided by the Subcontractor comply with the requirements of clause IB 3 and clause IB 14.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his Technical Bid, a Bid Security in the amount of **PKR 5.0 Million**.
- 15.2 The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Guarantee issued by a Scheduled Bank in Pakistan in favor of the Employer Chief Engineer (MP&M) NTDC, on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date or beyond any period of extension if requested under sub-clause IB 16.2. The Bid Security of Joint Venture shall be in the name of Joint Venture submitting the Bid or in the name of all members of JV (JV may authorize any of its member to submit bid security. However, it will be clearly mentioned that Bid Security is submitted on behalf of JV). The Bidder has to submit letter from bank, mentioning validity of 'Deposit at Call'.
- 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 A bid must be accompanied by an acceptable Bid Security that is unconditional, irrevocable and callable. If a Bidder submits a Bid Security that has following discrepancies (to the extent mentioned against each), the Purchaser shall request the Bidder to submit a compliant Bid Security within fourteen (14) calendar days of receiving such request. Failure to provide a compliant Bid Security within the prescribed period of receiving such a request shall cause the rejection of the Bid. Any bid accompanied by bid security with deviation greater than the extent mentioned below shall be rejected pursuant to clause IB 27A
- i. Bid Security amount is short within 10% of Bid Security amount; and/or
 - ii. Bid Security validity period is short by a maximum of two days.
 - iii. Any changes with respect to format/text which does not hurt the right of Employer for encashment of the guarantee and does not limit the

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obligation of the bidder as required in the Bidding Document/Bid Security format.

- 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 its bid during the period of bid validity, except as provided in sub-clause IB 16.2; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 26.2 hereof; or
 - (c) if the bidder is involved in Corrupt and/or fraudulent practices.
 - (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 **150 Days** after the date of bid opening as prescribed in Clause IB.19. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 16.2 In exceptional circumstances prior to expiry of bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of his Bid Security. A bidder agreeing to the request will be required to extend the validity of his Bid Security 28 days beyond the deadline of extended bid validity period, 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 Forms, Appendices to ITB, Schedules to Bid (A to L), Schedules of Prices are to be properly completed and signed.
- 17.3 No alteration is to be made in the Form of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration be made or if these

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instructions be not fully complied with, the Bid may be rejected.

- 17.4 a) Firms are required to submit their bids through e-PADS only. However, Bid Security is required to be submitted in original before bids submission deadline.
- (b) The Technical bid should be submitted as a single PDF file named "Tender [Tender Number] - TECHNICAL BID - [Name of Proposing Firm]".
- (c) The Financial bid should be submitted as a single PDF file named "Tender [Tender Number] - FINANCIAL BID - [Name of Proposing Firm]".
- (d) The Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains a virus.
- 17.5 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of written Power of Attorney, duly notarized and authorizing the signatory of the bid to act for and on behalf of the Bidder.
- i. Power of attorney provided on stamp paper worth Rs. 1000 or as per governing law, whichever is higher, are required.

All pages of the Bid and Schedules to Bid shall be initialed and stamped by the person or persons signing the Bid. If either the Letter of Technical Bid or Letter of Price Bid are not signed, the Bid shall be rejected.

In case of non-submission or non-compliance of a valid power of attorney, post bid clarification shall be sought to submit the same or an undertaking for submission of board resolution and power of attorney within fourteen (14) calendar days of receiving such request and its failure shall lead to rejection of the bid.

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

D. SUBMISSION OF BIDS

IB.18 Submission of Bids

- 18.1 The Bidder shall submit its Bid on ePADs as under:
- a) Firms are required to submit their bids through e-PADS only. However, Bid Security is required to be submitted in original before bids submission deadline.
- (b) The Technical bid should be submitted as a single PDF file named

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“Tender [Tender Number] - TECHNICAL BID - [Name of Proposing Firm]”.

(c) The Financial bid should be submitted as a single PDF file named “Tender [Tender Number] - FINANCIAL BID - [Name of Proposing Firm]”.

(d) The Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains a virus.

IB.19 Deadline for Submission of Bids

19.1 (a) Bids must be received by the Employer on ePADs only but not later than the time and date stipulated in the Invitation for Bids.

19.2 Bids submitted through hard copy, telegraph, telex, fax or e-mail shall not be considered.

19.3 The Employer may, at its 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 shall not be accepted.

IB.21 Modification, Substitution and Withdrawal of Bids

21.1 Any bidder may modify, substitute or withdraw its bid after bid submission as per applicable rules of ePADs.

21.2 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 Sub-Clause IB.15.7.

E. BID OPENING AND EVALUATION

IB.22 Bid Opening

22.1 The Employer shall open the Technical Bids on ePADs in public at the address, on the date, and time specified in the Invitation For Bids in the presence of Bidder's designated representatives and anyone who choose to attend. The Price Bids will remain unopened until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one PDF file on ePADs, the Employer shall reject the entire bid and record it at the time of bid opening.

22.2 All the Technical Bids shall be opened one at a time, and the following read out

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and recorded:

- (a) the name of the Bidder;
 - (b) the submission of original big security in hard form and
 - (c) any other details as the Employer may consider appropriate.
 - (d) Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. Number of pages of technical bids shall be recorded during bid opening. No Bid shall be rejected at the opening of Technical Bids except for late Bids, in accordance with IB 20.1, and as per IB 22.1.
- 22.3 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and presence of original bid security in hard form. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 22.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids on ePADs. The date, time and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 22.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document.
- 22.9 The Employer shall conduct the opening of Price Bids on ePADs of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 22.10 All Price Bids shall be opened on ePADs one at a time and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) the Bid Prices, including any discounts and
 - (c) any other details as the Employer may consider appropriate.
 - (d) Only Price Bids & discounts read out & recorded during the opening of Price Bids shall be considered for evaluation. Number of pages Price Bid shall be recorded during Bid opening on ePADs. No Bid shall be rejected at the opening of Price Bids.
- 22.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price, any discounts The Bidders' representatives who are present shall be requested to sign the

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record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

IB.23 Clarification of Bids

- 23.1 To assist in the examination, evaluation and comparison of Bids the Employer 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, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with IB 26.2. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing.
- 23.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

IB 23A Deviations, Reservation and Omissions

- 23A.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

IB.24 Preliminary Examination & Determination of Responsiveness of Bids

- 24.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in IB 9.1(I) have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Bid may be rejected.
- 24.2 A Technical Bid shall be rejected as non-responsive if:
- (a) Letter of Technical Bid is unsigned pursuant to IB 17.5 or altered pursuant to IB 17.3 or is missing altogether from technical proposal.
 - (b) Its validity is less than the specified period pursuant to IB 16.1
 - (c) It indicates completion period later than specified limits.
 - (d) It is not accompanied by power of attorney
 - (e) Bidder or its any member in case of Joint Venture has participated in more than one bid;
 - (f) It covers scope of work given in Bidding Documents partially.

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- (g) If Technical Bid and Price Bid are found in one PDF file.
 - (h) Bid is not accompanied by a substantially compliant bid security as per IB 15.4
 - (i) The bid is not accompanied by Beneficial Ownership Declaration Performa as per requirements/Performa delineated in S.R.O 152(I)/2022.
 - (j) Any other discrepancy is found that constitutes ground for rejection pursuant to Bidding Documents.
- 24.3 Prior to the detailed evaluation, pursuant to Clause IB.25 the Employer will determine the substantial responsiveness of each Bid to the Bidding Documents. The Employer's determination of a Bid responsiveness will be based on the contents of the Bid itself without recourse to irrelevant evidence. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations, reservation or omission. A material deviation, reservation or omission is one:
- (i) which affect in any substantial way the scope, quality or performance of the Works;
 - (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - (iii) whose rectification/adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 24.4 The Employer shall examine the technical aspects of the Bid submitted in accordance with IB 14A, Technical Proposal, in particular to confirm that all requirements of Section 9 (Specifications – Special Provisions) and Section 10 (Specifications – Technical Provisions) have been met without any material deviation, reservation, or omission.
- 24.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
- 24.6 Provided that a Bid is substantially responsive, the Employer may waive any non-conformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 24.7 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of

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the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 24.8 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made as per IB 27A.

IB.25 Detailed Evaluation of Technical Bids

- 25.1 The Employer will carry out a detailed technical evaluation of the Bids not previously rejected as being substantially non-responsive, to determine whether the technical aspects are in compliance with the Bidding Document. The Bid that does not meet minimum acceptable standards of completeness, consistency, and detail, and the specified minimum and/or maximum requirements for specified functional guarantees, will be treated as non-responsive and hence rejected. To reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following:

- (a) overall completeness and compliance with the Technical Provisions; deviations from the Technical Provisions; conformity of the equipment and services offered with specified performance criteria; suitability of the equipment and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid. The Bid that does not meet minimum and/or maximum acceptable standards of completeness, consistency, and detail will be rejected for non-responsiveness;
- (b) Evaluation of Bidder's experience pursuant to IB 13.4 and IB 13.5 if applicable.
- (c) Evaluation of Subcontractor's pursuant to IB 14.2, IB 14A.2 & IB 14A.3 as applicable.
- (g) An assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 9.

Non-compliance with equipment and personnel requirements described in Section 9 shall not normally be a ground for bid rejection and such non-compliance will be subject to clarification during bid evaluation and rectification prior to contract award.

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If Bidder proposes to subcontract any key activity **on site** (given in IB 13.4 (b), then he shall submit relevant information above in respect of subcontractor.

- 25.2 The determination of qualification of Bidder, subcontractor or manufacturer shall be based upon an examination of the documentary evidence of the Bidder's, subcontractor's qualifications submitted by the Bidder. The determination shall not take into consideration the qualifications of other firms such as the Bidder's, subcontractor's subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Bidder, subcontractor else otherwise specified. The Employer/Engineer will have the right to verify the particulars regarding the equipment and other related information furnished with the bid, and the joint venture as well as the partners thereof shall be liable for disqualification in the event of any mis-statement/mis-representation on their part
- 25.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. The Employer reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 45.2 (c). A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
- 25.4 The participation of the proposed subcontractors should be confirmed with a letter of intent between the parties, as needed. Should a subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to propose, without changing its bid price, an acceptable substitute subcontractor meeting the minimum technical specifications stated in Section 10 (Specification - Technical Provisions). If a Bidder does not provide an acceptable substitute subcontractor by the date and time set in the Employer's request for substitution of subcontractor, its Bid may be rejected.

IB.26 Conversion to Single Currency, Correction of Arithmetic Errors

- 26.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the amounts given under the column for the price breakdown shall prevail and the Total Price will be corrected accordingly, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted will govern and the unit rate will be corrected.
 - (b) where there are errors between the total of the amounts of Schedule Nos. 1 and 02, the amount in Schedule No. 01 shall prevail and the Schedule No. 02 will be corrected accordingly;

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if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

IB.27. Domestic Preference

27.1 Not applicable

IB 27A Evaluation and Comparison of Price Bids

27A.1 Prior to detailed evaluation of Price Bids, the Employer shall examine:

- (a) signature and alteration of Letter of Price Bid.
- (b) fixation or adjustability of quoted price.
- (c) Without limiting the particular criteria, the Employer may take into account the following in the Evaluation of Bids:
 - i. Non-performance by a Bidder on previous contracts with Employer or others;
 - ii. The quality of a Bidder's performance on previous contracts with Employer or others;
 - iii. Anticipated or ongoing claims with or in connection with a Bidder;
 - iv. Any security or safety concerns which Employer may have in respect of a Bidder or its facilities, subcontractors or suppliers;
 - v. The results of any interview with a Bidder or supplied references; or
 - vi. Any knowledge of or experience with a Bidder or its principals, directions, officers and employees.

27A.2 Price Bid shall be rejected if:

- (a) Letter of Price Bid is unsigned pursuant to IB 17.5 or altered pursuant to IB 17.3 or missing altogether in the price bid.

27A.3 To evaluate a Price Bid, the Employer shall consider the following:

- (a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
- (b) price adjustment for correction of arithmetical errors in accordance with IB 26.2;
- (c) price adjustment due to discounts offered in accordance with IB 11.6;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with IB 24.8;
- (e) assessment whether the bid is abnormally low in accordance with IB 27A.6; and
- (f) Financial Adjustment of Bid Price (Commercial Aspects)

The evaluation of a bid will take into account, in addition to the Bid

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Price, the following commercial factors (adjustments) in the manner and the extent indicated hereof, to determine the Evaluated Bid Price.

Price Adjustment for Deviation in Terms of Payment

Not Applicable

- (i) Financial Adjustment of Bid Price (Technical Aspects)
Not Applicable

(I) Price Adjustment for Completeness in Scope of Work

(i) Not Applicable

(ii) Not Applicable

(III) Price Adjustment for Completion Schedule

Not Applicable

27A.4 The Employer's evaluation of a Bid will exclude and not take into account,

- (a) All indirect taxes including PST, applicable in Employer's country.

27A.5 If price adjustment is allowed in accordance with IB 11.5, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

27A.6 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 analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.34 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

IB.28 Process to be Confidential

28.1 Subject to Clause 23 heretofore, no Bidder shall contact Employer and/or Engineer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of

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Contract. 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.

- 28.2 Any effort by a Bidder to influence Employer and/or Engineer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid.
- 28.3 Mechanism for redressal of grievances shall be in accordance with PPRA rule No. 48.

F. AWARD OF CONTRACT

IB.29. Post-Qualification

- 29.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

- 29.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualification submitted under Appendix B to Instructions to Bidders "Evidence of Bidder's & Subcontractor's Capability" by the bidder pursuant to Clause IB.13, as well as such other information as required under the Bidding Documents.
- 29.3 An affirmative determination will be a pre-requisite for award of the Contract to the lowest evaluated bidder. A negative determination will result in rejection of that bidder's bid in which event, Employer will proceed to undertake a similar determination of the next lowest evaluated bidder's capabilities to perform the Contract satisfactorily.

IB.30 Award Criteria

- 30.1 Subject to Clause IB.32, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clauses IB.24 to 27A and IB 29.

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 upto 15% of services specified in the Schedule of Prices without any change in the unit price or other terms and conditions.

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

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

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

IB.34 Performance Security

- 34.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of twenty-eight(28) days after the receipt of Letter of Acceptance.
- 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.44 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 fourteen (14) days of the receipt of such Form of Contract Agreement by the successful bidder from the Employer.

G. ADDITIONAL INSTRUCTIONS

IB.36 Instructions not Part of Contract

- 36.1 Bids shall be prepared and submitted in accordance with the above Instructions to Bidders including Additional 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.

Two or more firms partially or wholly owned or directed by common individuals, regardless of the extent of their shares or interest with each other shall not be eligible to bid or compete for the same tender. Only one such firm shall be eligible to bid for a tender. However, such firms may form a joint venture to bid as one venture.

IB.40 Bidder to Inform Himself

- 40.1 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works. This shall include but not be limited to the following:
- (a) inquiries on Pakistani Income Tax/Sales Tax to the Commissioner of the Income Tax and Sales Tax, in Pakistan.
 - (b) inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department.

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- (c) information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
- (d) investigations regarding transport conditions and the probable conditions which will exist at the time the Goods will be actually transported.

IB.41 Alternate Proposals by Bidder

Not Applicable

IB.42 Local Conditions

- 42.1 Bidder must verify and supplement by his own investigations the information about site and local conditions. However, Employer will assist the Bidder wherever practicable and possible.
- 42.2 All Bidders are required to visit the site at their own expense to review the areas allocated for the site and the interfacing facilities, if any. Bidders may also wish to study local conditions, available facilities, communications, craft wages, roads and other transport facilities. Bidders shall also acquaint themselves with the relevant laws, rules, and regulations.
- 42.3 The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

IB.43 Pre-Bid Meeting

- 43.1 The Bidder may, on his own motion or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents.

Pre-bid meeting will be held as per the following schedule:

Date: 16-09-2026

Venue: 8th Floor Shaheen Complex, MP&M NGC office

All prospective Bidders or their authorized representatives are invited to attend the pre-bid meeting.

All prospective Bidders or their authorized representatives are invited to attend such a Pre-Bid meeting.

- 43.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Purchaser not later than seven (7) days before the proposed pre-bid meeting.

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- 43.3 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.44 Integrity Pact

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

IB.45 General Performance of the Bidders

- 45.1 The Employer reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council. Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB 46 (GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM)

- 46.1. Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
- 46.2. Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
- 46.3. In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
- 46.4. In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:

Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

Section-I: Instructions to Bidders

- 46.5. The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
- 46.6. Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
- 46.7. The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
- 46.8. The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
- 46.9. The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
- 46.10. The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

IB 47

Mechanism of Blacklisting

- 47.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:
 - i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
 - ii. Fails to perform his contractual obligations;
 - iii. Fails to abide by the its securing declaration; and
 - iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
- 47.2. The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 47.3. The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
- 47.4. In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

Section-I: Instructions to Bidders

- 47.5. In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- 47.6. The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
- 47.7. The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 47.8. The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- 47.9. Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
- 47.10. The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
- 47.11. The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
- 47.12. The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

(H) APPENDICES

The Appendices to ITB are as given below:

- Appendix-A: Name of Eligible Countries
- Appendix-B: Evidence of Bidder's Capabilities
- Appendix-C: Form of Bid Security

Appendices are given here below:

NAME OF ELIGIBLE COUNTRIES

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

EVIDENCE OF BIDDER'S & SUBCONTRACTOR'S CAPABILITY

[Note: Bidders to fill following forms to provide information regarding its eligibility and capability]

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s), e- mail address)	
Attached are copies of the following documents: ☐ 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with IB 4.1 ☐ 2. Authorization to represent the firm or Joint Venture named above, in accordance with IB 17.5 ☐ 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with IB 13.5.	

Section-I: Instructions to Bidders

Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture must fill out this form separately. Subcontractor must also fill out this form.

Joint Venture/Subcontractor Information	
Bidder's legal name	
Joint Venture Partner's or Subcontractor's legal name	
Joint Venture Partner's or Subcontractor's country of constitution	
Joint Venture Partner's or Subcontractor's year of constitution	
Joint Venture Partner's or Subcontractor's legal address in country of constitution	
Joint Venture Partner's or Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)	
Attached are copies of the following documents: ☐ 1. Articles of incorporation or constitution of the legal entity named above, in accordance with IB 2.1 ☐ 2. Authorization to represent the firm named above, in accordance with IB 17.5	

Section-I: Instructions to Bidders

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Data for Previous 3 Years [PKR]				
Year 1:	Year 2:	Year 3:	Year 4:	Year 5:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 5 years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
- Historical financial statements must be audited by a certified accountant.
- Historical financial statements must be complete, including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Section-I: Instructions to Bidders

Form FIN - 2: Average Annual Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed as specified in Clause ITB-13.____.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Annual Turnover Data for the Last 5 Years		
Year	Amount Currency	PKR Equivalent
Average Annual Turnover		

Section-I: Instructions to Bidders

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

- (a) its current contract commitments calculated on three (03) months basis, and
- (b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1	Liquid Assets	
2	Credit Line ^a	
3	Other Financial Resources	
Total Available Financial Resources		

^a To be substantiated by a letter from the bank issuing the line of credit.

Section-I: Instructions to Bidders

Form FIN- 4: Financial Requirements for Current Contract Commitments

Bidders (or each Joint Venture partner) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments

No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Total Contract Value (PKR)	Contract Completion Date	Outstanding Contract Value (X) ^a	Remaining Contract Period in months (Y) ^b	Monthly Financial Resources Requirement (X/Y)
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							PKR

^a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline .

^b Remaining contract period to be calculated from 28 days prior to bid submission deadline.

^c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

Form: Credit Line

BANK CERTIFICATE

This is to certify that M/s..... is a reputed company with a good financial standing.

If the contract for namely (name of IFB) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of PKR..... to meet their financial resources requirements for executing the above contract.

Signature of Senior Bank Manager: _____

Name of the Senior Bank Manager: _____

Address of the Bank: _____

Stamp of the Bank

Note: Certificate should be on the letter head of the bank.

▪ **Change the text as follows for Joint Venture:**

This is to certify that M/s..... who has formed a JV with M/s.....and M/s..... for participating in this bid, is a reputed company with a good financial standing.

If the contract for namely (name of IFB) is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of PKR.....to M/s..... to meet the financial resources requirement for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

Section-I: Instructions to Bidders

Form EXP – 1: Contracts of Similar Size and Nature

Fill out one (1) form per contract.

Contract of Similar Size and Nature		
Contract No. of	Contract Identification	
Award Date		Completion Date
Role in Contract	☐ Contractor ☐ Management Contractor ☐ Subcontractor	
Total Contract Amount	PKR	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with IB 13.4 (a)		
☐ Attached are copies of: - Contract agreements with sufficient details to establish bidder's experience in accordance with IB 13.4, - Joint Venture Agreements (applicable if contract performed in joint venture) with sufficient detail of bidder's participation. - Verifiable End User Certificates establishing successful operation of contracts for the period mentioned in IB 13.4 on end user's proper letter head showing email address, telephone no., fax no., postal address, etc. ➤ Notarized English translation shall also be attached if any document is not in English language. ➤ All documents shall reflect experience of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.		

Section-I: Instructions to Bidders

Form EXP - 2: Experience in Key Activities

Contract with Similar Key Activities		
Contract No. of	Contract Identification	
Award Date		Completion Date
Role in Contract	☐ Contractor ☐ Management Contractor ☐ Subcontractor	
Total Contract Amount	PKR	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Key Activities in Accordance with IB 13.4 (b)		
☐ Attached are copies of: • Contract agreements with sufficient details to establish bidder's experience in accordance with IB 13.4, • Joint Venture Agreements (applicable if contract performed in joint venture) with sufficient detail of bidder's participation. • End User Certificates establishing successful operation of contracts for the period mentioned in IB 13.4. ➤ Notarized English translation shall also be attached if any document is not in English language. ➤ All documents shall reflect experience of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.		

Fill out one (1) form per contract.

Section-I: Instructions to Bidders

Form EXP - 3: Experience of Subcontractors

Fill out one (1) form per contract.

Contract for the Major Items		
Contract Noof.	Contract Identification	
Award Date		Completion Date
Role in Contract	☐ Contractor ☐ Management Contractor ☐ Subcontractor	
Total Contract Amount	PKR	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Major Items in Accordance with sub-clause IB 14.2		
In case of Subcontractors of Key activities, please attach: - Contract agreements with sufficient details to establish bidder's experience in accordance with IB 13.4, - Joint Venture Agreements (applicable if contract performed in joint venture) with sufficient detail of bidder's participation. - End User Certificates establishing successful operation of contracts for the period mentioned in IB 13.4. ➤ Notarized English translation shall also be attached if any document is not in English language. ➤ All documents shall reflect experience of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.		

Note:

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

Initials of Signatory to Bid:.....

Form of Bid Security
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

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

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

Bid Reference No. _____ Date of Bid Opening

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer; and

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

- (1) that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to

Section-I: Instructions to Bidders

Sub-Clause 26.2 of Instructions to Bidders, or

- (c) the bidder is involved in Corrupt and/or fraudulent practices, or
- (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Clause 34 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Bidders,

then the entire sum be paid immediately to the said Employer as liquidated damages and not as penalty for the successful bidder's failure to perform.

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

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

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

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

Guarantor (Bank)

Witness:

Signature _____

Section-I: Instructions to Bidders

- | | | |
|----|----------------------------|----------------------------|
| 1. | _____ | Name _____ |
| | _____ | Title _____ |
| | Corporate Secretary (Seal) | |
| 2. | _____ | _____ |
| | _____ | _____ |
| | (Name, Title & Address) | Corporate Guarantor (Seal) |

LETTER OF TECHNICAL BID
AND SCHEDULES TO BID

Letter of Technical Bid**Schedules to Bid**

- Schedule A to Bid: Specific Works Data (**Schedule of Technical data**)
- Schedule B to Bid: Proposed Organization for the Project & Work Methodology
 - Form 1: Site Organization & Method Statement
 - Form 2: Mobilization Schedule
- Schedule C to Bid: Construction Schedule
- Schedule D to Bid: Personnel
 - Form PER-1: Proposed Personnel
 - Form PER-2: Resume of Proposed Personnel
- Schedule E to Bid: Subcontractors
- Schedule F to Bid: Country of Origin Declaration Form
- Schedule G-1 to Bid: Deviations from Technical Provisions
- Schedule G-2 to Bid: Deviations from Contractual Conditions
- Schedule H To Bid: Specimen JV Agreement
- Schedule I To Bid: Equipment
- Schedule K to Bid: Undertaking Of Acceptance Of And Compliance With The SOP For Blacklisting Of Contractors
- Schedule L to Bid Manufacturer's Authorization

LETTER OF TECHNICAL BID

Bid Reference No. _____

Package No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Drawings, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____
_____ and being duly incorporated under the laws of _____ hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of drawn in the favor of, or made payable to the Employer, and valid for a period days beyond the period of validity of Bid.
4. We undertake that Price Schedules as per requirements of the Bidding Documents are enclosed with the Price Bid.
5. 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.
6. We agree to abide by this Bid for the period of **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.
7. 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.
8. 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.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Works.
10. We do hereby declare that our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier]*.
11. We, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest.
12. We are not participating, as a Bidder, in more than one bid in this bidding process.
13. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. (Please delete in case of Bid from a single firm).

Dated this day of 20...

Signature in the capacity of duly authorized
to sign the Bid for and on behalf of
(Name of Bidder in Block Capitals)
(Seal of Bidder)

Bidder's Address

.....
.....
.....

Witness:

Signature:

.....

Name:

Address:

.....
.....
.....

Occupation

.....

SCHEDULE - A TO BID

SPECIFIC WORKS DATA (SCHEDULE OF TECHNICAL DATA)

Not Applicable

SCHEDULE - B TO BID**PROPOSED ORGANIZATION FOR THE PROJECT & WORK
METHODOLOGY****FORM 1: SITE ORGANIZATION & METHOD STATEMENT**

In this form, bidder shall provide the ITS Organization Chart indicating all positions that will be employed in Head Office, Site Office, etc. (whichever applicable) which shall also include key positions indicated in Technical Provisions. Bidder shall also mention the job description of each key position.

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.
- The procedure for installation/erection of equipment and transportation of equipment and materials to the site.
- The Contractor shall provide description of his construction camp's facilities and staff housing requirements.
- The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp and staff housing facilities. The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:
 1. Site Preparation (clearing, land preparation, etc.).
 2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
 3. Construction of Facilities
 - a) Contractor's Office, Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.)
 4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
 5. Other Items Proposed (Security services, etc.).

Initials of Signatory to Bid:.....

SCHEDULE - B TO BID

FORM 2: MOBILIZATION SCHEDULE

In this form, the bidder shall provide details regarding mobilization of its team along with detailed timeline in accordance with Construction Schedule (Schedule C to Bid).

Initials of Signatory to Bid:.....

SCHEDULE - C TO BID**CONSTRUCTION SCHEDULE**

Bidder shall provide a Construction Schedule 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 Schedule should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

Initials of Signatory to Bid:.....

SCHEDULE - D TO BID**PERSONNEL****FORM PER-1: PROPOSED PERSONNEL**

Bidders should provide the details of proposed personnel and their experience record in the relevant Information Forms below for each of the candidate along with recent color photograph.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
etc.	Title of position*
	Name

-- Note --

*As listed in Technical Provisions

Initials of Signatory to Bid:.....

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below along with recent color photograph. Use one form for each position.

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant Technical and Management Experience

SCHEDULE - E TO BID**LIST OF SUBCONTRACTORS**

I/We intend to subcontract the following parts of the Work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

Note: - The subcontractor will not be replaced without prior approval of the Employer.

Name of Bidder _____

Signatures of the bidder _____

SCHEDULE - F TO BID

Country of Origin Declaration Form

Not Applicable

SCHEDULE - G-1 TO BID**DEVIATIONS
FROM TECHNICAL PROVISIONS**

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

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

[Note: Attach additional sheets, if necessary]

Initials of Signatory to Bid:.....

SCHEDULE - G-2 TO BID**DEVIATIONS
FROM CONTRACTUAL CONDITIONS**

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

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

Note: Attach additional sheets, if necessary

Initials of Signatory to Bid:.....

SCHEDULE -H TO BID**JV AGREEMENT**

THIS LETTER OF INTENT signed on this..... day of..... Two Thousand and by..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s.. . . . a Company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award)] against the Specification No.....for associated with of (hereinafter called the "**Employer**").

WHEREAS the Party No.1, Party No.2 and Party No.3 intend to enter into a Joint Venture Agreement

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, construction, Supply of Equipment Materials stipulated in the bidding documents under (Tender #) associated with

AND WHEREAS Clause 2, Section-ITB and 'Qualification & Evaluation Requirement of the Bidder'(clause 13, 24 & 25 of ITB), and technical provisions forming part of the bidding documents, inter-alia, stipulates that two or more qualified partners, meeting the requirements of Clause 2, Section-ITB and 'Qualification & Evaluation Requirement of the Bidder'(clause 13, 24 & 25 of ITB), as applicable may bid, provided, they submit a Letter of Intent to enter into Joint Venture Agreement and the Joint Venture Partners fulfill all other requirements under Clause 2, Section-ITB and 'Qualification & Evaluation Requirement of the Bidder'(clause 13, 24 & 25 of ITB), and technical provisions forming part of the bidding documents and in such a case, the Letter of Bid (Technical and Price Bid Form) shall be signed by all the proposed partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract by entering into Joint Venture Agreement a per Bidding Forms of the Bidding Documents which will be legally binding on all partners and all obligations hereunder.

The above clause further states that this Letter of Intent shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated..... by Party No.1 based on this Letter of Intent between all the parties; under these presents and the bid , has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Letter of Intent do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the Contract for which we shall enter into Joint Venture Agreement as per Bidding Forms of the Bidding Documents which will be legally binding on all partners:
2. If the Contract is awarded to Joint Venture then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) will be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents will promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of the Deed of Undertaking to the Employer in the event of award of Contract on the Joint Venture, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in the Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of the Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Letter of Intent that the responsibilities and obligations of each of the Parties shall be as delineated in Annexure attached with this Letter of Intent. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract in the event of award on Joint Venture.
6. It is also understood that this Letter of Intent is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this Letter of Intent shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Letter of Intent or on the Joint Venture, other than the express provisions of the Contract.

7. This Letter of Intent shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Letter of Intent do hereby agree that we shall enter into Joint Venture Agreement as per Bidding Forms of the Bidding Documents which will be legally binding on all partners and we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currency of the Contract.
9. It is further agreed that this Letter of Intent shall be irrevocable and shall form an integral part of the bid. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Letter of Intent have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name
Designation
Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-2
For and on behalf of M/s.....

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-3
For and on behalf of M/s.
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Notes:

1. In the event that the successful Bidder is a joint venture formed of two or more companies, the Employer requires that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.
2. The maximum number of J.V. partners is three (3).

(In the event that the successful Bidder is a joint venture formed of two or more companies, the Employer requires that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.)

SCHEDULE -I TO BID**Equipment**

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment 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 including requirements indicated in Technical Provisions, using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of Equipment	
Equipment Information	Name of manufacturer
	Model
	Capacity
	Year of manufacture
Current Status	Current location
	Details of current commitments
Source	Indicate source of the equipment
	☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental/lease/manufacture agreements specific to the project	

Schedule – K TO BID**UNDERTAKING OF ACCEPTANCE OF AND COMPLIANCE WITH THE SOP
FOR BLACKLISTING OF CONTRACTORS**

- A) I, _____ *[insert name and position of authorized signatory]*, being duly authorized by _____ *[insert name of the Bidder/members of joint venture ("JV") in case the Bidder is a JV]* (hereinafter referred to as the "Bidder") to execute this Undertaking of Acceptance of and Compliance with the SOP for Blacklisting of Contractors attached herewith (hereinafter referred to as the "SOP"), hereby certify on behalf of the Bidder that we, _____ *[insert name of the Bidder]* have read and accept the provisions of the SOP.
- B) I further certify, on behalf of the Bidder, that:
- (i) this Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the SOP;
 - (ii) we have not, directly or indirectly, taken any action which is or constitutes inter alia a corrupt, fraudulent, collusive or coercive act or practice in violation of the SOP; and
 - (iii) we shall continue to comply with the terms and conditions of the SOP as and when amended, during period of evaluation of Bids and, in case we are selected for award of Contract, upto satisfactory completion of the Contract.

Authorized Signatory
For and on behalf of *[insert name of the Bidder]*
Date:

Schedule-L to Bid

MANUFACTURER'S AUTHORIZATION
(Not Applicable)

**FORM/LETTER OF PRICE BID
AND
SCHEDULES TO BID**

Form of Price Bid

Schedules to Bid

- Schedule J to Bid: Integrity Pact

SCHEDULE OF PRICES

- Preamble to Schedule of Prices
- Schedule of Prices

LETTER OF PRICE BID**Bid Reference No.:****Package No.:**

.....

.....

[Name of Works]

To:

.....

.....

.....

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 hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price comprising of Local Currency Component of Pak Rupees (Rs.) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. 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.
4. We agree to abide by this Bid for the period of days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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.
6. 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.
7. We understand that you are not bound to accept the lowest or any Bid you may receive.
8. 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.

9. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. (Please delete in case of Bid from a single firm).

Dated this day of 2026...

Signature in the capacity ofduly authorized to sign the Bid
for and on behalf of
(Name of Bidder in Block Capitals)

(Seal of Bidder)

Bidder’s Address
.....
.....

Witness:

Signature:
Name:
Address:
.....
Occupation

SCHEDULE - J TO BID**(INTEGRITY PACT)***[To be filled and signed by the Bidder]*

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

Contract No. _____

Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

SCHEDULE OF PRICES

SCHEDULE OF PRICES

Description

1. Preamble to Schedule of Prices
2. Schedule of Prices

1. PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract together with Section-9 (Special Provisions) and Section-10 (Technical Provisions) including all documents referred therein.
- 1.2 The Contract shall be for the whole of the Works on EPC/Turnkey basis as described in these Bidding Documents. Bids must be for the complete scope of Work.
- 1.3 The Works shall be fit and sufficient for the purpose(s) for which they were intended as were expressly made known to the Contractor or could reasonably have been inferred by it.

2. Description

- 2.1 The Bidder shall quote a single Lump Sum Bid Price for the complete design, engineering, procurement, supply, installation, construction, testing, commissioning and handover of the Works on a "Single Responsibility (EPC/Design-Build)" basis. The Lump Sum Bid Price shall include all of the Contractor's obligations, responsibilities, risks and liabilities whatsoever arising under or in connection with the Contract. The Works shall comprise all permanent and temporary works, materials, equipment, plant, labour, services and other items necessary to satisfy the Employer's Requirements and all requirements expressly stated or reasonably implied by the Contract. Without limiting the foregoing, the Bid Price shall be deemed to include any work, material, equipment or service, whether specifically mentioned in the Contract or not, that is necessary for the stability, integrity, safety, completeness, testing, commissioning, intended performance and proper operation of the Works. No additional payment shall be made for any such work, material, equipment or service.
- 2.2 Except otherwise expressly provided under the Conditions of Contract, the lump sum amounts/prices entered by the Bidder in the Schedule of Rates and Prices for all the items of the Works shall be deemed to have included all costs of whatsoever nature for execution and completion of the Works and remedying of the defects therein. The total Lump Sum Bid Price submitted by the bidder is for the full scope and all costs incurred by the Contractor in the performance of whole of the Works, the provision of services including but not limited to all costs of materials used for execution of Works, all costs of staff and labour, Contractor's Equipment, tools and equipment, supervision, insurances, his overheads, other indirect costs, all duties, taxes, customs and other levies payable by the Contractor under the Contract, profit and costs of accepting all general risks, liabilities and obligations set forth or implied in the Contract.
- 2.3 Bidder shall give a breakdown of the prices of all the major activities of the Works in the manner and detail called for as above "Priced Activity Schedule Table" and shall provide further breakdown of each activity as deemed appropriate/requested by the Employer. These will not in any way limit the Bidder's "single responsibility". The rate/price of any

items that the Bidder may have omitted is deemed to be included in the total lump sum Bid Price and will not be paid separately by the Employer.

- 2.4 The Priced Activity Schedule is intended only to identify the principal activities of the Works and shall not limit, define or reduce the Contractor's scope of work or obligations under the Contract. The Contractor shall be fully responsible for providing all design, engineering, procurement, materials, equipment, labour, plant, temporary works, permanent works, testing, commissioning and all other services necessary for the complete and satisfactory execution of the Works in accordance with the Employer's requirements, the Contract Documents and all approved revisions thereto. Any work, material, equipment or service not specifically described in the Priced Activity Schedule but required for the proper design, construction, completion, testing, commissioning, safe operation or intended performance of the Works shall be deemed to be included in the Lump Sum Bid Price and no additional payment shall be made on account thereof.
- 2.5 The price quoted shall be for the entire commercial, contractual, technical and all other obligations under this Bidding Document, without any material deviation, omission or reservation.
- 2.6 General directions and description of work and materials are not necessarily repeated nor summarized in the Schedules of Rates and Prices. References to all relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedules of Rates and Prices.
- 2.7 The Contractor shall execute and complete the Works in all respects so that the Facility is fully functional, fit for its intended purpose and ready for safe, reliable and commercial operation in accordance with the Contract. Notwithstanding that any detail, component, accessory, equipment, material, service or work necessary for the proper design, procurement, construction, testing, commissioning, completion or operation of the Works is not specifically identified in the Schedule of Rates and Prices, the Employer's Requirements or other Contract Documents, such item shall be deemed to be included in the Lump Sum Bid Price to the extent that it is reasonably required for the complete and satisfactory performance of the Contract. No separate payment shall be made for the supply of any goods, materials, equipment, accessories, labour, services or works that are necessary for the proper completion, testing, commissioning, operation or performance of the Works.

3. Units & Abbreviations

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

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

Abbreviation

Pakistani Rupees
Number

PKR/Rs
No.

Kilometer	km
Kilogram	Kg
Cubic Meter	Cu.m
Provisional Sum	PS
Percent	%
Quantity	Qty

4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the work set forth or implied in the Contract; except for the amounts reimbursable to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Conditions of Contract, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date twenty-eight (28) days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

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

Schedules of Rates and Prices

Schedule No. 1

Sr. No.	Description	Amount (PKR)
1	Design, Engineering, Procurement, Supply, Installation, Construction, Testing, Commissioning and Development of the Auditorium Hall and Lecture Theatre, including all associated Soil Investigation, Civil, Structural, Architectural, Interior Designing, External facade, Mechanical, Electrical, Plumbing (MEP), HVAC, Fire Detection and Fire Fighting Systems, ICT, Audio-Visual Systems, Professional Sound System, Stage Lighting, Acoustic Treatment, Setting arraignment, Security Systems, External Development Works, Utilities, Landscaping, sewerage, water supply and independent electrification and all associated works, complete in all respects on a "Single Responsibility" (EPC/Design-Build) basis. The Lump Sum Bid Price shall cover all design obligations, procurement, construction, testing, commissioning, defects rectification, Contractor's obligations, risks and liabilities whatsoever under the Contract, satisfying the Employer's Requirements and all requirements implied by the Contract, and shall include any other work, whether specifically mentioned or not, that is necessary for the stability, completeness, safe operation, functionality and intended performance of the Works.	
	Total Bid Price	
Amount in Word		
Note: The above prices are exclusive of Provincial Sales Tax (PST). Contactor will submit the invoice inclusive of Provincial Sales Tax. Provincial Sales Tax shall be charged by the Contactor and payments will be subject to the Income Tax and Sales Tax Withholding as per rules mentioned in Federal or Respective Provincial Laws. Copy of Sales Tax Return will be provided by the Contractor.		

Schedule No. 2- Price Sub Activities Schedule Table

Activity No.	Description of Activity	Lump Sum Activity Price Amount (PKR)
A-1	Design & Engineering	
1	Submission and approval of Concept Design, Architectural Planning, Functional Layouts, Interior Design Concepts and 3D Visualizations.	
2	Submission and approval of detailed Architectural, Structural, Mechanical, Electrical, Plumbing (MEP), HVAC, Fire Protection, ICT, Audio-Visual, Acoustic and Stage System Designs, Shop Drawings, Construction Drawings, Design Reports, Calculations and all statutory approvals.	
A-2	Site Establishment & Early Works	
3	Mobilization, Site Establishment, Temporary Facilities, Site Offices, Temporary Utilities, Temporary Roads, Security Arrangements, Barricading, HSE Facilities and all Temporary Works.	
4	Topographic Survey, Utility Survey, Geotechnical Investigation including Boreholes, Laboratory Testing and submission of approved reports.	
5	Site Clearance, Earthworks, Excavation, Filling, Grading, Compaction, Dewatering (where required) and preparation of formation level ready for foundation works.	
A-3	Substructure & Structural Works	
6	Completion of all Substructure Works including foundations, raft, isolated or pile foundations (as per requirement), pile caps, grade beams, lift pits, underground tanks, waterproofing, anti-termite treatment and associated works.	
7	Completion of Backfilling, Compaction and Testing.	
8	Basement Construction (if any), Walls, slabs, retaining structures)	
9	Completion of approximately 25% of the Superstructure including columns, beams, slabs, staircases and structural walls.	
10	Completion of approximately 50% of the Superstructure including mid-level slabs and associated structural works.	
11	Completion of approximately 75% of the Superstructure including all major structural elements.	
12	Completion of the entire Structural Frame including roof slabs, structural steel works (where applicable), parapets and all permanent structural components.	
13	Completion of Roof Waterproofing, Roof Insulation (where specified), Structural Testing and Certification.	
A4	Building Envelope & Architectural Works	

14	External Masonry, Curtain Walling, Aluminium Glazing, Façade Cladding, Roofing Systems, External Doors & Windows, Thermal Insulation and Weatherproofing.	
15	Internal & External Masonry, Plastering, and Finishing.	
16	Interior Architectural Works including Flooring, Wall Finishes, False Ceilings, Painting, Joinery, Fixed Seating Arrangement, Stage Finishes, Acoustic Treatment, Doors, Ironmongery and Decorative Works complete in all respects.	
17	External Architectural Works including Pathways, Paving, Kerbs, Gates, Ramps and Furniture of auditorium hall and lecture building	
A5	Mechanical, Electrical & Specialist Systems	
18	Completion of all Concealed Mechanical, Electrical and Plumbing (MEP) Services	
19	Installation of HVAC Systems	
20	Completion of Electrical Systems including HT/LT Works, Transformer, Internal & External Lighting, Power Distribution, Standby Generator (where specified), Earthing and Lightning Protection.	
21	Completion of Fire alarm Systems, Plumbing, Water Supply, Sewerage and Drainage Systems.	
22	Completion of ICT Infrastructure, CCTV, Professional Sound System, Audio-Visual Systems, Stage Lighting, LED Video Wall, Furniture, equipments and all Specialist Auditorium Systems complete in all respects as per Employer requirements	
A6	Testing, Commissioning & Handover	
23	Integrated Testing, Performance Testing, Commissioning of all Civil, Architectural, MEP, ICT, Audio-Visual, Acoustic and Specialist Systems.	
24	Submission of As-Built Drawings, Operation & Maintenance Manuals, Final Cleaning prior to Taking-Over and Handover of the Works complete in all respects.	
Total Lump Sum Bid Price (A-1 to A-6)		

PREAMBLE TO CONDITIONS OF CONTRACT

Commencement	Sub-Clause 1.1.1
Date	The date for commencement of the Works shall be the date when all the following conditions are fulfilled:
	(i) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor. (ii) The Contractor has submitted to the Employer the performance security and the advance payment security. (iii) The Site is handed over to the Contractor.
Defect Liability	Sub-Clause 1.1.11
Period	The Defect Liability Period is 365 days after the date certified in the Taking-Over Certificate. Defect Liability Period shall be subject to extension as provided under Sub-Clause 30.4.
The Employer	Sub-Clause 1.1.12. The Employer is National Grid Company (NGC) of Pakistan. Address: Chief Engineer MP&M) NGC, 08th Floor Shaheen Complex, Lahore
The Engineer	Sub-Clause 1.1.15 The Engineer is DG Civil & Structural Engineering Address: 108-Wapda House Lahore
Time for Completion	Sub-Clause 1.1.35. The Time for Completion is __550__ days from the Commencement Date.
Engineer's Duties & Authorities	Sub-Clause 2.1 Amount of Variation Order in emergency is 15% of Contract Price
Confirmation in Writing	Sub-Clause 2.6 (i) If the Contractor shall require the confirmation it shall be notified to the Engineer within ten (10) days . (ii) 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 Communications	Sub-Clause 5.2. The language for day to day communications is English .
As-Built Drawings	Sub-Clause 6.10 As-Built drawings shall be provided to the Engineer within twenty eight (28) days from the date of issue of Taking Over Certificate.

General Obligations	Sub-Clause 8.1 Date for commencing work: Commencement Date
Programme to be Furnished	Sub-Clause 12.1. The Programme must be submitted in the form of Bar chart or Critical Path Method (CPM), the PERT network, or other internationally used programs.
Employer's Equipment	Sub-Clause 14.4. The following Employer's equipment is available for use by the Contractor under the Employer's operation: NIL
Time for Completion	Sub-Clause 25.1 (i) Place of the Project: TSG Training Centre NKLP, Lahore (ii) Period: As mentioned in Sub-Clause 1.1.35.
Earlier Completion	Sub-Clause 26.3 (i) Amount of Bonus per day: Nil (ii) Max. Amount of Bonus: Nil
Delay in Completion	Sub-Clause 27.1. Failure to meet the Time for Completion entitles the Employer to levy Liquidated Damages as follows: Percentage per day: to be calculated as 0.0727 % Maximum: 10% of total contract price
Prolonged Delay	Sub-Clause 27.2. Maximum amount recoverable from the Contractor by the Employer shall be calculated in accordance with GCC 42.2.
Payment	Sub-Clause 33.5 (i) Period of Payment by Employer to Contractor: 45 days (ii) Period of Final Certificate of Payment: 60 days
Payment in Foreign Currencies	Not Applicable
Insurance of Works	Sub-Clause 43.1. The deductible limits in the insurance cover of the Works: Nil Sub-Clause 43.1.(a) The additional risks to be insured are: a) fire, smoke, explosion, falling objects, earthquake, perils of the sea, tempest, impact by aircraft or land vehicles, aircraft and other aerial devices or articles dropped therefrom, lightning, strike, riot, civil commotion, escape of water, inundation, rain, snow, landslides, flood, act of God, vandalism or malicious damage, windstorm, or hail storm and 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 Goods or any part thereof are being carried

including overland transportation in Pakistan from port of entry/ex-factory (Pakistan) to the Site, and

- c) theft, burglary or attempted theft or burglary, and
- d) any loss or damage during pre-erection storage, and
- e) faults in construction and erection, lack of skill, lack of experience, negligence, malicious act, and
- f) any other sudden and unforeseen event such as loss or damage due to collapse etc. on site, transport of items to be erected, and
- g) actions of Employer in the operation of Goods/Work or part thereof on behalf of the Contractor.

Third Party Liability	Sub-Clause 43.3. The amount of insurance against third party liability taken out by the Contractor shall not be less than: Rs. 4,000,000 per any one accident or series of accidents arising out of one occurrence with number of occurrences unlimited.
Payment on Termination for Employer's Default	Sub-Clause 46.3. The additional amount payable by the Employer on termination shall not exceed: As reasonably determined and certified by the Engineer.
Notices to Employer and Engineer	Sub-Clause 49.2. The address of the Employer for notices is: Chief Engineer MP&M) NGC [Employer] DG Civil & Structural Engineering [Engineer]
Disputes & Arbitration	Sub-Clause 50.4 Venue of Arbitration is Lahore, Pakistan.
Applicable Law	Sub-Clause 51.1. The applicable law is the law of Islamic Republic of Pakistan.
Procedural Law for Arbitration	Sub-Clause 51.2. The procedural law for arbitration is Pakistan Arbitration Act 1940 as amended or any statutory modifications or re-enactment thereof for the time being in force.
Language and Place of Arbitration	Sub-Clause 51.3. The language of arbitration is English language. The place of arbitration is Lahore, Pakistan.

[Notes on the Conditions of Contract]

The Conditions of Contract comprise two parts:

- (I) General Conditions of Contract**
- (II) Particular Conditions of Contract**

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

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

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

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

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

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

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

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12
Switzerland
fidic.pub@fidic.org – FIDIC.org/bookshop]

EDITORIAL AMENDMENTS

Following publication of the Third Edition of the Conditions of Contract for Electrical and Mechanical Works in 1987, a number of editorial amendments were agreed by FIDIC. The amendments have been incorporated during reprinting and the list below clarifies the differences between this copy and the original document.

Page 1	The following additional text has been inserted:
Commencement date	Sub-Clause 1.1.1.(i) The date for commencement of the Works is
Page 2	Sub-Clause 36.4(b) was previously Sub-Clause 36.4 The word 'Sums' following 'shall be' has been deleted.
Page 8	Sub-Clause 2.7. The missing letter 'D' has been inserted in 'Disputing' (margin note.)
Page 33	Sub-Clause 44.8(b). The word 'Contractor' on the last line was previously 'Contract'.
Page 35	Sub-Clause 49.3. The word 'or' between 'minute' and 'protocol' was previously 'of'.
Index, page (i)	The words 'Adverse physical conditions and artificial obstructions' have been deleted.
Index, page (v)	The word 'adverse' has been deleted after 'Physical conditions'.
Contract Agreement	The word 'Agreement' in the title has been capitalised.
Line 4	Inverted commas have been inserted after 'Employer'.
Line 6	Inverted commas have been inserted before the word 'the' and deleted before the word 'Contractor'.
Line 7	The comma following the word 'executed' has been deleted.
Line 15	Inverted commas have been inserted before the word 'the' and deleted after the word 'the'.
Item 4, line 2	The word 'defects' was previously 'defect'.

- Item 4, line 3 The words 'become' was previously 'be come'.
- Item 5, line 1 The words 'and statutes or constitutions' have been inserted after the word 'laws'.
- Item 5, line 2 The words 'by their duly authorized signatories' have been inserted after the word 'hereof'.
- Item 5 The remaining text of the original document has been deleted and is replaced by:
'Binding Signatures(s) on behalf of the Employer

and
'Binding Signatures(s) on behalf of the Contractor

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PART-II: PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

1.1	<u>Definitions</u>
1.1.1	The text of <u>Sub-Clause 1.1.1</u> is deleted and substituted by the following: “Commencement Date” means the date specified in the Preamble to Conditions of Contract.
1.1.2	The text of <u>Sub-Clause 1.1.2</u> is deleted and substituted by the following: “Conditions” means the Preamble to Conditions of Contract, General Conditions of Contract and Particular Conditions of Contract.
1.1.3	At the end of Sub-Clause the following is added: “Any subsequent document mutually agreed and signed by the Employer and the Contractor, shall be the part of the Contract.”
1.1.5	The text of <u>Sub-Clause 1.1.5</u> is deleted and substituted by the following: “Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained and remedying of any defects therein in accordance with the provisions of the Contract.”
1.1.7	The word “technical data” is added before the word “samples” in first line.
1.1.11	The Defects Liability Period is the period mentioned in the Preamble to Conditions of Contract.
1.1.15	The following is added at the end of Sub-Clause: “or any other competent person appointed by the Employer as his replacement.” For the purpose of this EPC/Turnkey Contract, based on two party agreement, the term Engineer is construed as Project Manager/Engineer. The Project Manager is a Person appointed by the Employer to act on behalf of the Employer for the purpose of the Contract whereas the Engineer has the same meaning as defined in GCC Sub-Clause 1.1.15
1.1.15	The words “Project Manager/” are added at the start of sub clause.
1.1.23	The following paragraph is added: The word “Goods” is synonymous with “Plant.”

1.1.27	The text of <u>Sub-Clause 1.1.27</u> 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.
1.1.33	The word “Tender” is synonymous with the word “Bid” and the word “Tender Documents” with the word “Bidding Documents”.
	The following Sub-clauses are added:
1.1.38	“ <u>Month</u> ” means calendar month according to Gregorian calendar.
1.1.39	“ <u>Operation and Maintenance Manuals</u> ” has the meaning described in Sub-Clause 6.6.
1.1.40	“Party” means the Employer or the Contractor, as the context requires.
1.1.41	“Completion” means that the Design, Supply, Construction etc. as specified in the Contract) have been completed operationally and structurally and put in a tight and clean condition, and that the Plant or specific part thereof has passed Test on Completion as provided in GCC Clause 28.
1.1.42	“Country of Origin” means All countries of the World with whom Islamic Republic of Pakistan has commercial / trade relations except India, Israel and the countries upon which international sanctions are imposed.
1.1.43	The word “Part II” stated in FIDIC Conditions of Contract is synonymous with the word “Particular Conditions of Contract
1.1.44	“EPC/Turnkey Basis” means where the Contractor takes total responsibility for design and execution of the project with little involvement of the Employer. Under the usual arrangements of turnkey projects the contractor carries out all the Engineering, Procurement and Construction (EPC) providing a fully equipped facility ready for operation. Total responsibility of the Contractor include; but not limited to; design, supply, installation and commissioning of all mechanical and electrical equipment, civil and other works necessary for the completion and commercial operation of the Work and shall include all such items of work, whether mentioned in the Specifications, Bid drawings, Schedule of Prices or not, which are required to make the Project operationally complete in accordance with the guarantees prescribed under the Contract.
1.1.45	“ Warranty Certificate ” means the certificate against specified goods/equipment, 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 Defect Liability Period or any extended period required under conditions of Contract.
1.3	Interpretation Text of Clause GCC 1.3 is substituted with following:
	“1.3.1 In the Contract, except where the context requires otherwise, (a) words indicating one gender include all genders;

- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word “agree,” “agreed,” or “agreement” require the agreement to be record in writing; and
- (d) “written” or “in writing” means handwritten, typewritten, printed or electronically made, and resulting in a permanent record.

1.3.2 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

“Incoterms” means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1^{er}, 75008 Paris, France.

1.3.3 Entire Agreement

The Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

1.3.4 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

1.3.5 Independent Contractor

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Employer.

1.3.6 Non-Waiver

- (a) Subject to GCC Sub clause 1.3.6 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

	(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived. 1.3.7 Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. 1.3.8 Country of Origin "Origin" means the place where the plant and component parts thereof are mined, grown, produced, or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.
2	<u>Engineer and Engineer's Representative</u>
2.1	<u>Engineer's Duties</u> Text of Clause GCC 2.1 is substituted with following: "The Project Manager/Engineer shall carry out the duties specified in the Contract. The Project Manager/Engineer may exercise the authority attributable to the Project Manager/Engineer as specified in or necessarily to be implied from the Contract. The Project Manager/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 (GCC): (a) approval of Subcontractor under Sub-Clause 4.1, (b) certifying additional costs under Sub-Clauses 11.3, (c) certifying any cost under Sub-Clause 14.6, (d) approval of extension of time under Clause 26, (e) issuing a Taking-Over Certificate under Sub-Clause 29, (f) issuing a Defects Liability Certificate under Sub-Clause 30.11, (g) issuing a Variation Order- under Clause 31, (h) fixing rates or prices under Clauses 31 and 34, (i) certifying additional costs under Sub-Clause 44.5 and (j) certifying additional costs under Sub-Clause 47.2; (k) Continuous monitoring, verification/inspection/recounting of materials received

	at site. (l) Coordinate for clearance of right of ways. (m) Management of Project Execution Plan as per Time for Completion under sub-Clause 25.1 or any determinations of any extensions under sub-clause 26.1 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 Project Manager/Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract."
2.6	<u>Confirmation in Writing</u> (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."
2.7	<u>Disputing Engineer's Decisions and Instructions</u> The following text is deleted: "If either party in accordance with the Contract."
2.8	<u>Replacement of Engineer</u> The text of Sub-Clause is deleted and substituted by the following: "The Employer may from time to time appoint some other person as the Project Manager/Engineer in place of the person previously so appointed, and shall give notice of the name of such other person to the Contractor without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the Plant."
2.9	Sub-Clause 2.9 is added as follows: <u>Project Manager/ Engineer Not Liable</u> "Approval, reviews and inspection by the Project Manager/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 Project Manager/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 Project Manager/Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any of the Works. However the Contractor shall be compensated if any loss/damage is occurred due to the decision of the Project Manager/Engineer."
3.1	Assignment <u>First sentence of sub-clause is replaced with following:</u> "The Contractor shall not assign the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder without written consent from the Employer."
4.1	Subcontracting Text of sub-clause is deleted in its entirety and replaced with following: "4.1.1 The Schedule E (Form SUBCON) to the Contract Agreement specifies a list of approved Subcontractors. Insofar as no Subcontractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the Employer for its approval in sufficient time so as not to impede the progress of work on the Works. Such approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties, or responsibilities under the Contract. 4.1.2 The Contractor shall select and employ its Subcontractors for such major items from those listed in the lists referred to in GCC Sub clause 4.1.1. 4.1.3 Notwithstanding above, for items & parts of work not specified in Schedule E to the Contract Agreement, the Contractor shall employ subcontractors with prior approval of Employer.
	<u>GCC Subclauses 4.2 to 4.4 are added as follows:</u>
4.2	<u>No Contractual Relation between Subcontractor and the Employer</u> Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Employer. However, each subcontract shall include provisions which would entitle the Employer to require the sub-contract to be assigned to the Employer under GCC 4.3 (if and when applicable), or in event of termination by the Employer under GCC 45.2.
4.3	If a Sub-contractor's obligations extend beyond the expiry date of the relevant Defects Liability Period and the Project Manager, prior to that date, instructs the Contractor to assign the benefits of such obligations to the Employer, then the Contractor shall do so.
5.3	<u>Priority of Contract Documents</u> Text of Sub-Clause 5.3 is deleted and substituted by the following: "Unless otherwise provided in the Contract, the priority of the Contract Documents shall be as follows:

	1. The Contract Agreement (if completed) 2. The Letter of Acceptance 3. The completed Letters of Technical and Price Bids 4. The priced Schedule of Prices 5. Preamble to Conditions of Contract 6. The Particular Conditions of Contract 7. The General Conditions of Contract 8. The Specifications (Technical Provisions, Special Provisions and all relevant NGC specifications) 9. The completed Schedules to Bid (A to L) 10. The Drawings 11. Any other document forming part of the Contract. However, the Employer may modify the order of precedence of above listed documents during formation of Contract Agreement. The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.
5.4	<u>Documents Mutually Explanatory</u> Paras 2 & 3 of sub clause are deleted and replaced with following: “The Technical Specifications are taken to be correct, but complete accuracy is not guaranteed. Any error or ambiguity must be reported to the Employer and the Project Manager/Engineer before starting the work affected. In the event of any dispute arising as to the true intended meaning of Technical Specification/Provisions, the Project Manager/Engineer shall interpret the same and his interpretation shall be accepted as final and binding upon all parties concerned, except to the extent provided for in the Arbitration provisions hereof.”
	<u>Subclause GCC 5.5 is added as follows:</u>
5.5	<u>“Codes and Standards</u> Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date 28 days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied subject to approval by the Employer and shall be treated in accordance with GCC Clause 31.”
6.1	<u>Contractor’s Drawings</u>

	<u>The title and text of Subclause GCC 6.1 is substituted as follows:</u> “6.1.1 The Contractor shall execute the complete detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice. 6.1.2 The Contractor shall submit to the Engineer the following drawings/ documents as mentioned in employer requirement for approval within the time given in the Contract or as per Programme submitted according to GCC Sub clause 12: The Engineer shall signify his approval or disapproval thereof. If he fails to do so within the time given in the Contract or if no time limit is specified, within twenty eight (28) days of receipt, they shall be deemed to be approved. Approved data, drawings, samples and models shall be signed or otherwise identified by the Engineer. The Project Manager’s approval, with or without modification of the document furnished by the Contractor subject to subclause GCC 6.2, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract. The Contractor shall supply additional copies of approved data/ drawings in the form and numbers stated in the Contract. Any part of the Works covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager’s approval thereof.
6.2	<u>Consequences of Disapproval of Contractor's Drawings</u> 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. If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto then the same shall be resolved in accordance with clause GCC 50 hereof.”
6.6	<u>Operation and Maintenance Manuals</u> Para 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 Auditorium Building, 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 Auditorium Building). The operational data shall include a complete physical and functional description of the Auditorium Building (in sub-volumes for major items of Plant) and step-by-step procedures for inspection, checking and adjustments for proper operation of the Auditorium Building. 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, size, capacity and other characteristics. General arrangements, single line diagrams and detailed drawings shall be provided for ready reference in the operation and maintenance instructions. The manuals shall be printed on ISO paper size A4 (210x297 mm) with offset or equivalent printing strongly bound in a durable stiff cover bearing the title in approved legend. Drawings shall be folded or reduced to 297 mm height. All volumes shall bear on the spine an approved shortened version of the title. The Contractor shall submit three (3) draft copies for approval of the Engineer prior to producing finished volumes. The Contractor shall provide ten (10) copies of the approved Operation and Maintenance Manuals prior to Taking Over by the Employer. Supplementary Operation and Maintenance Manual shall be provided by the Contractor, if required, to incorporate changes resulting from experience during the operation and maintenance period. The work shall not be considered to be completed for the purpose of taking over until such manual and drawings have been supplied to the Employer."
6.9	<u>Manufacturing Drawings</u> 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 Equipment supplied by him."
6.10	<u>"As-Built" Drawings</u> The following new Sub-Clause is added:

	The Contractor shall furnish to the Engineer six (6) copies and one (1) reproducible of approved quality of all "As-Built" drawings within the period mentioned in the Preamble to Conditions of Contract.
7.2	<u>Errors by Employer or Engineer</u> The subclause GCC 7.2 is deleted in its entirety.
8	<u>Contractor's Obligations</u>
	Text of sub-clause GCC 8.1 is deleted and substituted with following:
8.1	<u>General Obligations</u>
	(a) The Contractor shall commence the work on the date specified in the Preamble to Conditions of Contract and shall proceed with the same with due expedition and without delay. (b) Unless otherwise expressly limited in the Special Provisions and Technical Provisions, the Contractor's obligations cover the provision of all Works and the performance of all Installation Services required for the design, the and the installation (including construction, associated civil works and erection), completion, and commissioning of the Auditorium Building in accordance with the plans, procedures, specifications, drawings, codes, and any other documents as specified in the sections Special Provisions and Technical Provisions. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts (as specified in GCC Subclause 8.1(d) below) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures, and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage. (c) The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Auditorium Building as if such work and/or items and materials were expressly mentioned in the Contract.
10.1	<u>Performance Security</u> Sub-Clause 10.1 is deleted and substituted by the following: "The Contractor shall provide a Performance Security in the prescribed Form annexed to these Documents. The said Security shall be furnished by the Contractor within 28 days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to 10 percent of the Contract Price in the currency(ies) of the Contract at the option of the bidder, in the form of Bank Guarantee from any Scheduled Bank in Pakistan The cost of complying with the requirements of this Sub-Clause shall be borne by the Contractor."

10.2	<u>Period of Validity</u> Sub-Clause 10.2 is deleted and substituted by the following: “The Performance Security shall be valid upto and shall become null and void on issuance of Defect Liability Certificate, provided, however, that if the Defects Liability Period has been extended on any part of the Works pursuant to GCC Sub clause 30.4 hereof or for the Goods/Equipment covered under extended defect liability period under sub Clause 30.1 , the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration. Notwithstanding above, if the Contractor, pursuant to GCC Sub clause 1.1.11, is liable for an extended defect liability obligation for equipment mentioned therein, the performance security shall be extended for the period and up to 10% of the amount proportionate to the Contract Price of such equipment, upon expiration whereof it shall be returned to the Contractor.”
10.3	<u>Claims under Performance Security</u> Sub-Clause 10.3 is deleted in its entirety.
	The following Sub Clause is added:
10.4	<u>Performance Security Binding on Variations and Changes</u> “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.”
10A	<u>Advance Payment Security</u>
10A.1	The Contractor shall, within 28 days after the receipt of Letter of Acceptance, provide a security in an amount equal to the advance payment calculated in accordance with Clause GCC 33 herein below, and in the same currency or currencies.
10A.2	The security shall be in the form of Bank Guarantee provided in the Bidding Documents or in another form acceptable to the Employer, issued by a Scheduled Bank of Pakistan in favor of the Employer valid for a period twenty eight (28) days beyond issue of taking over certificate. However, such Guarantee shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificates of the Engineer issued in accordance with provisions of this Contract (The amount will be assumed repaid only when the employer has paid the monies against Interim Payment Certificate and not merely on issuance of interim payment certificate). The advance payment shall not be subject to retention.
11.1	<u>Site Data</u> The text of subclause GCC 11.1 is substituted with following:

	“The Tender shall be deemed to have been based on such data on climatic, hydrological and general conditions on the Site and for the operation of the Works available to or collected by the Contractor for the purposes of the Tender. The Contractor shall be responsible for his own interpretation of such data. The Contractor shall satisfy himself as to the nature of the ground, subsurface soil condition, the hydrological and climatic conditions, the form and nature of the Site, the quantities and nature of the Work and materials necessary for the completion of the Works, and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies, and other circumstances which may influence or affect his Bid. The Employer does not guarantee the correctness of any data/information/drawings either verbal and/or written provided herein nor any interpretations, deductions or conclusions relative to conditions at Site. The Contractor shall form his own opinion of the character of the work and of the materials to be excavated etc. He shall make his own interpretations, and satisfy himself by his own investigations and research regarding all conditions affecting the work to be done. The Contractor shall assume all responsibility for deductions and conclusions as to the nature or conditions of the materials to be excavated and of doing other work affected by the geology at the Site.”
11.2	<u>Sufficiency of Contract Price</u> <u>First para of Subclause is substitutes as under:</u> “Subject to Clause GCC 11.1, the Contractor shall be deemed to have satisfied himself of correctness and sufficiency of the Contract Price, which shall cover all his obligations under the Contract and to have taken account of in his Tender:” The words “(if access has been made available to him)” are deleted from point (c). Last para of subclause is deleted.
11.3	Physical Obstructions and Conditions <u>First para of subclause is replaced with following:</u> “Subject to GCC subclause 11.1, if during the execution of the Works on Site the Contractor encounters physical obstructions or conditions of the kind stipulated in Sub-Clause 26.1.c) which could not have been reasonably foreseen by the Contractor prior to the award of Contract, the Contractor shall be entitled to recover the additional cost incurred in consequence.”
12.1	Programme to be Furnished Text of subclause is replaced with following:

	The Contractor shall submit to the Engineer for his approval the Programme which shall contain the following: (a) The order in which the Contractor proposes to carry out the Works (including preliminaries, design, manufacture, required material ordering, delivery to Site, installation, erection and rectifications work, testing, completion of the Auditorium Building including design and construction of associated civil works and taking-over by the Employer). The program so submitted by the Contractor shall accord with the Time of Completion in GCC Sub clause 25.1 and any other dates and periods specified in the Contract. The programme shall be based on format mentioned in Preamble to Conditions of Contract. The programme shall also include the following: (i) Employment of local and expatriate labour of various categories; (ii) Local material procurement; and (iii) Material imports, if any. (b) the times when submission and approval of the Contractor's Drawing are required, (c) the times by which the Contractor requires the Employer: (i) to furnish any Employer's Drawings, (ii) to provide access to the Site, (iii) to have obtained consents, wayleaves and approvals necessary for the purpose of the Works. The programme is to be furnished by the Contractor within twenty eight (28) days from the date of receipt of Letter of Acceptance and in the form acceptable to Project Manager. The Project Manager/Engineer's proposed changes/modifications may also be incorporated and revised program shall be submitted within fifteen (15) days. The approval by the Engineer of the Programme shall not relieve the Contractor or the Employer from any obligation under the Contract.
12.3	Revision of Programme Second para of subclause is deleted. Following is added at the end of first para of subclause: “The Contractor shall, at the instruction of the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Plant within the Time for Completion under GCC Subclause 25.1 or any extension thereof entitled under GCC Subclause 26.1.”

12.4	The following Sub-Clauses 12.4 to 12.6 are added: <u>Monthly Progress Report</u> “During the period of the Contract, the Contractor shall submit six sets of report to the Engineer not later than the 8th day of each month, including: (i) a construction schedule indicating the progress achieved during the preceding month; (ii) description of all work carried out since the last report; (iii) description of the work planned for the next forty two days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing; (iv) summary of daily job record for the preceding month; and (v) colour photographs to illustrate progress. The progress report shall be in a form acceptable to the Project Manager and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.”
12.5	<u>Daily Job Record</u> During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Project Manager/Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working in different categories, deliveries of materials, quantity, location and assignment of equipment.
12.6	<u>Protection of the Environment</u> 12.6.1 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise, and other results of his operations. 12.6.2 The Contractor shall ensure that emissions, surface discharges, and effluent from the Contractor’s activities shall not exceed the values stated in the Specification or prescribed by applicable Laws 12.6.3 The Contractor will ensure that the preparation, design, and implementation of project comply with:

	a) all applicable laws and regulations of Pakistan relating to environment, health, and safety; b) the Environmental Safeguards; c) the Environment Assessment Review Framework (EARF); d) all measures and requirements set forth in the respective EIA/IEE and EMP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report. Pakistan Environmental Protection Act (PEPA) 1997, Provincial Environmental Protection Acts & Other Agencies and provisions of IEE of the project shall be strictly adhered to. 12.6.4 <u>Environmental Safeguards:</u> The Contractor shall (a) establish an operational system for managing environmental impacts, (b) implement all the monitoring and mitigation measures set forth in the initial environmental examination and/or environmental management plan, (c) allocate the budget required ensuring that such measures are carried out, d) submit monthly environmental monitoring reports to the Employer. The Contractor shall comply with (i) the measures and requirements set forth in the initial environmental examination and the environmental management plan; and (ii) any corrective or preventative action plans worked out to correct non-compliances. Specially, Contractor(s) shall ensure that: A policy of incorporating and integrating environmental considerations into the operations for the Project as shown in the Environmental Management Plan, which is attached in Volume II is pursued. a) Following the award of the contract and prior to construction commencing the Contractor(s) will review the EMPs and develop this into a detailed Site-Specific Environmental Management Plan(s) (SEMP) that amplifies the conditions established in the EMP that are specific for the sites and the tasks involved. b) The SEMP(s) will be submitted to the Environment and Social Impact Cell of Employer for approval at least 10 days before taking possession of any work site. c) No access to the site will be allowed until the SEMP is approved by the Environment and Social Impact Cell of Employer.
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	d) All mitigation and monitoring measures determined in the SEMP's are incorporated in detailed design and implemented during construction of the Project facilities in letter and spirit; e) Environmental monitoring, including instrumental water and air quality, and noise monitoring, as well as other types of monitoring defined in the IEE and EMP should be conducted on a daily basis and records stored, and reported to ESIC; f) Monthly environmental monitoring reports summarizing daily monitoring data should be submitted to Environment and Social Impact Cell of Employer; Quarterly progress reports should include a summary of environmental monitoring. g) Site Environment Specialist (s) with background in environmental management or similar discipline, and be able to complete the preparation of the site specific environmental management plans are appointed. The CVs of the applicants for the position should be shared with Environment and Social Impact Cell of Employer and the appointment should only be confirmed after approval from ESIC. h) All contracts under the subprojects contain provisions on compliance with these requirements; Budget for all such environmental and social measures is made available; i) A system for recording and communicating any complaints received by any person employed by or contracted to the Contractor (s) should be established. All complaints will be communicated in writing to the ESIC within one working day of their receipt. j) Trees (<i>Minimum 05-Foot in height</i>) plantation is carried out in accordance with the Environmental Approval obtained from the respective Environmental Protection Agency (EPA) and in accordance with the aesthetic value of the area. k) All invoices/amounts claimed by contractor (s) in lieu of Environment & Social Safeguards Management would be sent to ESIC for verification in order to make things proper and transparent; l) Safety signs and awareness material printed in Urdu & English languages (4 x 6 feet Panaflexes) are placed & visible at project sites. m) Pathways and access roads, other local infrastructure (sewerage line, water transporting system/ pipes, rainwater drainage system etc.) damaged due to construction activity at the project site and agricultural land are restored to at least pre-project condition upon the completion of construction works. n) In case of non-compliance with mitigation measures defined in SEMP, Employer has the right to suspend work and withheld payments till the remedial measures will be undertaken. The failure to implement a
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	corrective action plan and to implement it within the required time frame will result in the owner undertaking the works and the cost, plus up to 10% will be recovered from interim payments or the final payment to the Contractor. No extension of time will be allowed to the contractor in this regard.
13.1	Contractor's Representative Text of Subclause is substituted with the following: “13.1.1 If the Contractor’s Representative is not named in the Contract, then within 14 days of the Commencement Date, the Contractor shall appoint the Contractor’s Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within 14 days, the Contractor’s Representative shall be deemed to have been approved. If the Employer objects to the appointment within 14 days giving the reason therefor, then the Contractor shall appoint a replacement within 14 days of such objection, and the foregoing provisions of this GCC Sub clause 13.1.1 shall apply thereto. 13.1.2 The Contractor’s Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the Project Manager/Engineer all the Contractor’s notices, instructions, information, and all other communications under the Contract. All notices, instructions, information, and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Contractor’s Representative or, in its absence, its deputy, except as herein otherwise provided. The Contractor shall not revoke the appointment of the Contractor’s Representative without the Employer’s prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor’s Representative, pursuant to the procedure set out in GCC Subclause 13.1.1 13.1.3 The Contractor’s Representative may, subject to the approval of the Employer which shall not be unreasonably withheld, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor’s Representative, and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager.

	Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Subclause 13.1.3 shall be deemed to be an act or exercise by the Contractor's Representative. 13.1.4 The Contractor's Representative shall be present on the Site during all working hours and shall not be transferred from the Site without the consent of the Project Manager/Engineer. The Contractor's Representative shall be a registered professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)."
13.2	Objection to Contractor's Employees <u>Following sentence is added at the end of subclause:</u> "The Contractor shall, where required, promptly appoint a replacement thereof.."
13.3	<u>Subclauses 13.3 and 13.4 are added as follows:</u> <u>Staff of Contractor</u> A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately super
13.4	<u>Employment of Local Personnel</u> The Contractor shall, to the extent practicable and reasonable, employ staff and labour from sources within Pakistan.
14.1	<u>Contractor's Equipment</u> 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."
14.2	<u>Safety Precautions</u> 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 Project Manager/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 Project Manager/Engineer may determine to be reasonably necessary for such purpose.

	The Contractor shall make, maintain, and submit reports to the Project Manager/Engineer concerning safety, health and welfare of persons and damage to property as the Project Manager/Engineer may from time to time prescribe."
14.3	<u>Electricity Water and Gas</u> The text of Sub-Clause 14.3 is deleted and substituted by the following: "The Contractor shall be responsible for making his own arrangements for the adequate supply of electricity, water and gas required for the effective performance of his obligations under the Contract. Subject to the aforesaid, the Contractor shall be entitled to use for the purposes of the Works such supplies and services as may be available on the Site. The Contractor shall, before the commencement of the work at Site, seek the approval of the Project Manager/Engineer as to his detailed requirements of electricity, water and gas for the entire Contract period. The Contractor shall pay the Employer at the rates/cost incurred by the Employer. The Contractor shall at his own cost provide any apparatus necessary for such use. The contractor will bear the cost of distribution network for electricity, potable water, telephone, gas and their consumption by his own personnel for the purpose of the work."
14.4	<u>Employer's Equipment</u> The text of Sub-Clause 14.4 is deleted and substituted by the following: "The Employer shall, if the Contractor so requests for the execution of the works, operate any available equipment of which details are given in the Preamble to Conditions of Contract. The Contractor shall pay the Employer a mutually agreed price for such use. The Employer shall during such operation retain control of and be responsible for the safe working of the equipment."
14.6	<u>Opportunities for Other Contractors</u> <u>Following paras are added at the end of subclause:</u> "The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager/Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work. The Contractor shall notify the Project Manager/Engineer promptly of any defects in the other Contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Works. Decisions made by the Project Manager/Engineer shall be binding on the Contractor."
14.8	<u>Information for Import Permits and Licenses</u>

	<u>The text of subclause is deleted and substituted with following:</u> “The Contractor shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in Pakistan, which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor’s and Subcontractor’s personnel and entry permits for all imported Contractor’s Equipment. The Contractor shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Employer under GCC Subclause 17.5 hereof and that are necessary for the performance of the Contract. The Contractor shall submit to the Employer in good time such details of all Plant and Contractor's Equipment to be imported into Pakistan for which it requires Employer’s assistance and identify as to what assistance of the Employer is required for obtaining by the Contractor of all necessary import permits or licenses.”
14.9	<u>The following Subclause GCC 14.9 is added:</u> Procurement and Transportation 14.9.1 The Contractor shall procure and transport all materials in an expeditious and orderly manner to the Site. The Contractor shall adequately record the condition of roads, agricultural land and other infrastructure prior to the start of transporting materials, goods and equipment, and construction. 14.9.2 The Contractor shall at its own risk and expense transport all the materials and the Contractor’s Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances. 14.9.3 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the materials and the Contractor’s Equipment. 14.9.4 Upon dispatch of each shipment of materials and the Contractor’s Equipment, the Contractor shall notify the Employer by telex, cable, facsimile, or electronic means, of the description of the materials and of the Contractor’s Equipment, the point and means of dispatch, and the estimated time and point of arrival in Pakistan, if applicable, and at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the parties. 14.9.5 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the materials and the Contractor’s Equipment to the Site. The Employer shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads,

	bridges, or any other traffic facilities that may be caused by the transport of the materials and the Contractor's Equipment to the Site.
15.2	<u>Compliance with Laws</u> The Sub-Clause 15.2 is deleted and substituted by the following: "The Contractor shall comply with the laws of the country of manufacture concerning the manufacture of the Plant, and the Laws of Pakistan where the Plant is to be erected. The laws will include all local, state, national, or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel."
16.4	<u>Following GCC subclauses 16.4 to 16.6 are added:</u> <u>License/Use of Technical Information</u> (a) For the design & construction of the Auditorium Building, the Contractor hereby grants a non-exclusive and nontransferable license (without the right to sublicense) to the Employer under the patents, utility models, or other industrial property rights owned by the Contractor or by a third party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a nonexclusive and nontransferable right (without the right to sublicense) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how, or other intellectual property right from the Contractor or any third party to the Employer. (b) The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
16.5	<u>Photographs of Works and Advertisement Prohibited</u> 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.
17.1	<u>Access to and Possession of the Site</u> GCC Subclause 17.1 is substituted with following: "The Employer shall be responsible for acquiring and providing legal and physical

	possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way. The Employer shall give access to and possession of Site which, however, may not be exclusive to the Contractor."
17.4	<u>Consents and Way Leaves</u> 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."
18.1	<u>Engagement of Labour</u> At the end of the Clause the following is added: "in accordance with the regulations, orders and requirements of the Govt. of Pakistan. The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor. The Contractor shall inform the Contractor's personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws."
18.3	<u>Working Hours</u> The last sentence "The extra cost, of the Contractor." of subclause is deleted.
	<u>Following subclauses GCC 18.5 to GCC 18.16 are added:</u>
18.5	<u>Employment of Persons in the Service of Others</u> The Contractor shall not recruit or attempt to recruit his staff and labour from amongst the persons in the service of the Employer or the Project Manager/Engineer and vice-versa, unless mutually agreed between the Employer/Project Manager/Engineer and the Contractor.

18.6	<u>Alcoholic Liquor or Drugs</u> The Contractor shall not, otherwise than in accordance with the statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale gift, barter or disposal by his Subcontractors, agents, employees or labour.
18.7	<u>Arms and Ammunition</u> 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.
18.8	<u>Festivals and Religious Customs</u> The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious or other customs.
18.9	<u>Disorderly Conduct</u> The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.
18.10	<u>Site Regulations and Safety, Health and Safety, Funeral Arrangements</u> 18.10.1 The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld. Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Works, gate control, sanitation, medical care, and fire prevention. 18.10.2 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay, and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. 18.10.3 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to

	issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority. 18.10.4 The Contractor shall send to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to property, as the Project Manager may reasonably require. 18.10.5 The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide. 18.10.6 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same. 18.10.7 In the event of the death of any of the Contractor's personnel or accompanying members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial.
18.11	<u>Reporting of Accidents</u> The Contractor shall report to the Project Manager/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 Project Manager/Engineer immediately by the quickest available means.
18.12	<u>Compliance by Subcontractors</u> The Contractor shall be responsible for compliance by his Subcontractors of the foregoing provisions.
18.13	<u>Housing for Labour</u> Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Project Manager/Engineer.

18.14	<u>Supply of Water and Foodstuff</u> The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Project Manager/Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour. The Contractor shall also arrange for the provision of a sufficient supply of suitable food at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
18.15	<u>Prohibition of All Forms of Forced or Compulsory Labor</u> The contractor shall not employ "forced or compulsory labor" in any form. "Forced or compulsory labor" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.
18.16	<u>Prohibition of Harmful Child Labor</u> The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
19.1	<u>Manner of Execution</u> The following is added at the end of Sub-Clause: “The Contractor shall submit for approval of the Project Manager/Engineer, his detailed method statement(s) for the execution of such items of work as may be desired by the Project Manager/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.”
	<u>Sub-Clause 19.3 Uncovering Work</u> 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.”
19.4	<u>Use of Pakistani Materials</u> 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.”
21.1	<u>Rejection</u> Last para of subclause is replaced with following:

	“The tests shall be repeated under the same terms and conditions without any additional cost to the Employer.”
23.1	Order to Suspend <u>Following is added at the end of subclause:</u> “During such period, the Contractor shall not remove from the Site any equipment, any part of the thereof or any Contractor’s Equipment, without the prior written consent of the Employer.”
24.1	Cost of Suspension Following is added at the end of second para: “or for the proper execution or for the safety of the Works or Plant unless such necessity results from any act or default of the Project Manager/Engineer or the Employer or in consequence of any of the Employer's Risks under Sub-Clause 37.2.”
24.4	<u>Resumption of Work</u> First paragraph of Sub-Clause 24.4 is deleted and substituted by the following: “If the Contractor chooses not to treat prolonged suspension as an omission or termination under Sub-Clause 24.3, the Employer shall, upon the request of the Contractor, take over the responsibility for protection, storage, security and insurance of the suspended Works and of the Plant which has been delivered to the Site and which is affected by suspension and the risk of loss or damage thereto shall thereupon pass to the Employer.”
25.1	<u>Time for Completion</u> 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.”
26.1	<u>Extension of Time for Completion</u> The Existing Text of the provision is deleted and replaced with the following. <i>The Contractor shall be entitled subject to provisions of this clause to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 25.1 is or will be delayed by any of the following causes:</i> (a) <i>a Variation (unless an adjustment to the Time for Completion has been agreed)</i> (b) <i>a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,</i>

	(c) <i>any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.</i> <i>If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with this Clause. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.</i> <i>The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .</i> <u>Notification Conditions for the Claims under This Clause</u> Provided that the Engineer is not bound to make any determination unless the Contractor has:- (a) within 28 days after such event has first arisen notified the Engineer with a Particulars copy to the Employer, and (b) within 28 days, or such other reasonable time as may be agreed by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.
26.3	<u>Earlier Completion</u> (i) At the end of Sub-Clause 26.3(a) the following text is added and Clause is re-designated as 26.3. “The extra sum to be paid to the Contractor for Completion of Works prior to the date of Completion established under Sub-Clause 25.1 shall be computed on the basis of the sums mentioned in the Preamble to Conditions of Contract.” (ii) Sub-Clause 26.3 (b) is deleted.
	Subclause GCC 26.4 is added as follows:
26.4	Rate of Progress 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 Project Manager/Engineer, too slow to comply with the Time for Completion, the Project Manager/Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Project Manager/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 Project Manager/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 Project Manager/Engineer so to do. Provided that if

	any steps, taken by the Contractor in meeting his obligations under this Sub-Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Project Manager/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 Project Manager/Engineer shall notify the Contractor accordingly, with a copy to the Employer. In case of any delay on account of repeated/inordinate/erroneous submittals of designs/technical data as well as the repeated request for change of manufacturers, the Employer shall recover any additional costs incurred in maintaining design review/approval services for such extended period besides imposition of liquidated damages. The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.
27.1	<u>Delay in Completion</u> 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 mentioned in Preamble to Conditions of Contract 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, provided that the aggregate amount of such liquidated damages shall in no event exceed the maximum amount specified as in Preamble to Conditions of Contract 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 and liabilities under the Contract. The liquidated damages for each day of delay and the maximum amount of liquidated damages shall be the amounts mentioned in the Preamble to Conditions of Contract.”
28.1	Notice of Tests The words “ The Employer” at the start of subclause are deleted and substituted with

	following: “As soon as the Auditorium Building or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Special Provisions or Technical Provisions, excluding minor items not materially affecting the operation or safety of the building, the Contractor”
28.4	The Employer shall not provide any labour, materials, electricity, fuel, water, stores, apparatus and feedstock to Contractor to carry out the Tests.
28.6	<u>Disagreement as to Result of Tests</u> The following sentence is added at the end of subclause. “The parties shall then proceed in accordance with the procedure set out in GCC Clause 50.”
28.7	<u>Consequences of Failure to Pass Tests on Completion</u> The words “by arbitration” appearing at the end of the Sub-Clause 28.7(c) are deleted and substituted by the words “by the Project Manager/ Engineer”.
30.4	<u>Extension of Defects Liability Period</u> At the end of 4th paragraph of Sub-Clause the following is added: “or a mutually agreed period.”
30.5	<u>Failure to Remedy Defects</u> In first line after the words “reasonable time” the following is added: “fixed by the Project Manager/ Engineer”.
30.11	The following text is inserted at end of this provision However, the issuance of Defect Liability Certificate can be withheld by the Project Manager/Engineer if Contractor fails to submit completion report along with As built data/drawings, material reconciliation reports, Operation & Maintenance manuals and Hard and Soft Copies of site records/ data to the Engineer for information and approval prior to expiry of Defect Liability Period.
30.13	New Sub-Clause 30.13 is added as herein below: <u>Unfulfilled Obligations</u> “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.”
31.1	<u>Engineer's Right to Vary</u>

	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.”
31.5	<u>Record of Costs</u> The word “Engineer” in 4th line of Sub-Clause is deleted and substituted by “Project Manager/ Engineer/ Employer”.
	New Sub-Clauses 31.6 is added as given below:
31.6	<u>Value Engineering</u> The Contractor may, at any time, submit to the Project Manager/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.
33.1	<u>Terms of Payment</u> 33.1.1 The Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Schedules of Price. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds. (A) Terms of Payment (i) Advance Payment: (a) An interest-free Mobilization Advance of 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee/Bond for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan. (1) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer’s Notice to Commence, whichever is earlier; and (2) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor. (b) The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the

	Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer/Engineer. (b) The Mobilization Advance shall be adjusted through percentage deductions made at the rate of 10% of the amount of all Interim Payment Certificates until such time as the advance payment has been adjusted; provided that the advance payment shall be completely repaid to the time when 80% of the Contract Price has been certified for payment. (c) In case the part of advance payment remains unadjusted before completion of works/issuance of Taking Over Certificate under Clause 60.3, the Contractor shall be bound to pay back the amount to the Employer within 28 days of receipt of notice from Employer. In case of non-receipt of payment, Employer has the right to recover from the balance payments due under the Contract including Retention Monies due under Clause 60.3. (d) The Bank Guarantee will remain effective until the advance payment has been full set off. However, such Guarantee shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificates of the Engineer issued in accordance with provisions of this Contract (The amount will be assumed repaid only when the employer has paid the monies against Interim Payment Certificate and not merely on issuance of interim payment certificate). The advance payment shall not be subject to retention. (ii) Schedule of Payment The Contract Price shall be paid through Interim Payment Certificates (IPCs) based on the completion of the approved project components and sub-components in accordance with the milestone weightages specified in the Schedule of Milestones. The Contractor shall submit a monthly statement indicating the percentage completion of each milestone, supported by the required documentation, test reports, inspection records, drawings, photographs, and any other evidence required by the Engineer. The Engineer shall verify the executed work and certify the eligible amount for payment through an Interim Payment Certificate (IPC). The value of each IPC shall be determined by applying the approved percentage completion to the corresponding milestone weightage. Payments shall only be made for work that has been completed, inspected, tested (where applicable), and accepted by the Engineer. Any Mobilization Advance paid to the Contractor under the Contract shall be recovered through deductions from each Interim Payment Certificate (IPC) in accordance with the Advance Payment Recovery Schedule specified in the Contract Data. Recovery shall continue until the entire advance has been fully adjusted. A retention amount equal to ten percent (10%) of the value of each Interim Payment Certificate (excluding taxes, where applicable) shall be deducted from every certified payment as security for the Contractor's due performance of the Contract. Upon issuance of the Taking-Over Certificate (or Completion Certificate), fifty percent (50%) of the total retained amount, equivalent to five percent (5%) of the
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Accepted Contract Amount, shall be released to the Contractor, provided that all contractual requirements for completion have been fulfilled. The remaining fifty percent (50%) of the retained amount, equivalent to the balance five percent (5%) of the Accepted Contract Amount, shall be released after the successful completion of the Defects Liability Period and the issuance of the Defects Liability Certificate (or Performance Certificate), subject to the Contractor having remedied all notified defects and fulfilled all obligations under the Contract. The Employer shall be entitled to deduct from any IPC any recoveries, adjustments, liquidated damages, taxes, statutory deductions, or other amounts payable by the Contractor under the Contract. No payment shall relieve the Contractor of any obligation, responsibility, or liability under the Contract, nor shall any payment constitute acceptance of defective or incomplete work. (iii) Schedule of Milestones				
Sr. No.	Project Component	Total Weight w.r.t to Complete Work	Sub-Component	Sub Component Weightage (%)
A	Design, Engineering & Approvals	15%	Topographical, Geotechnical & Utility Surveys, Concept Design & Master Planning, Detailed Architectural Designs (NEECA ECBA 2023 Compliance) , Detailed Structural Designs, Detailed MEP Designs and Approval of Complete IFC Package by NGC and Other Relevant Authorities	100
B	Construction (Auditorium & Lecture Hall Building and allied facilities)	85%	Earthwork & Foundations (sub Structure)	15
			Superstructure (Columns, Beams, Slabs & Roof)	20
			Internal Partitions & Plastering, Ceiling, Lights, Paint, Floor, Complete Interior Finishing of Structure	15

				Complete Finishing of Building Exterior Façade, Glazing, Tile Work, Door Windows, Paint work etc as per Employer Requirement	10
				Fire Detection & Fire Fighting Systems and Ventilation & Cooling Systems (HVAC)	10
				Auditorium Seating & Furniture Installation and Ceiling & Acoustic Treatments,	10
				Stage Systems, AV & LED Systems, ICT,CCTV, Sound System	10
				Electrical & Lighting, LESCO Transformer and Standby Generator & Fuel System, Water Supply, Sewerage & Storm Water Networks, External Lighting & External Landscaping and all remaining work as per Employer Requirements	10
				Grand Total	= 100
				33.1.2 <u>Retention of Payment</u> If at any time any payment would fall due for Works or part of Works and, if there shall be any defect in part of such Works in respect of which such payment is proposed, the Employer may retain the whole or any part of such payment. Any sum retained by the Employer pursuant to the provisions of this Clause shall be paid to the Contractor after the said defect is removed. 33.1.3 <u>Payment Where Taking-Over Certificate Issued for Section or Part of Works</u> 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 Project Manager/Engineer. 33.1.4 <u>Extra Payment</u> No extra payment in respect of overtime, additional materials, or special conditions or hardship shall be claimed by the Contractor unless otherwise provided in the Contract or such payments have been previously authorized in writing by the Project Manager/Engineer or the Employer. 33.1.5 <u>Breakdown of Lump Sum Items</u> For the purposes of statements to be submitted in accordance with Sub-Clause 33.1 hereof, the Contractor shall submit to the Project Manager/Engineer, within twenty eight (28) days after the receipt of the Letter of Acceptance, a breakdown for each of the lump sum items contained in the Bid. Such breakdowns shall be subject to the approval of the Project Manager/Engineer.
33.2	<u>Method of Application</u> Sub-Clause 33.2 is deleted and substituted by the following: (1) The Contractor shall submit to the Employer/Project Manager/Engineer ten (10) copies of the Application for Certificate of Payment (invoices) each signed by the Contractor and in such form as the Employer/Project Manager/Engineer may from time to time prescribe. Application shall be accompanied by such invoices, receipts or other documentary evidence as the Engineer/Project Manager may from time to time require. (2) The Application for Certificate of Payment for progress of Work shall be submitted after end of each month accompanying also a statement signed by the Contractor in the form acceptable to Employer or in such other form as the Engineer may from time to time prescribe showing the amounts to which the Contractor may consider himself to be entitled upto the end of the month in respect of: i. The permanent work executed. (4) The Application for Certificate of Payment shall state the amount claimed and shall set forth in detail, in the order of the Price Schedule, particulars of the Work executed up to the date named in the Application and subsequent to the period covered by the last preceding certificate, if any.
33.5	<u>Payment</u> Sub-Clause 33.5 is deleted and substituted by the following: “The amount due to the Contractor under any Interim Payment Certificate issued by the Project Manager/Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 27, be paid by the Employer to the Contractor within the period mentioned in Preamble to Conditions of Contract after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate (referred to in Sub-Clause 33.10) within the period mentioned in Preamble to Conditions of Contract after such Final Payment Certificate has been jointly verified by Employer and Contractor.

	Deduction shall be made from the net amounts payable to the Contractor of any sum(s) in accordance with the prevalent Federal and/or Provincial laws, provided that no such deduction shall be made from those payments in respect of which the Contractor has obtained exemption under the Law."
33.6	<u>Delayed Payment</u> The text of Sub-Clause 33.6 is deleted and substituted by the following: "In the event of the failure of the Employer to make payment within the times stated in Sub-Clause 33.5, the Employer shall pay to the Contractor compensation at the rate of KIBOR+1% for local currency and LIBOR% for foreign currency per annum, upon all local currency sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to Contractor's entitlement under Sub-Clause 46.1."
33.8	<u>Payment by Measurement</u> Actual quantities of civil works shall be finalized upon completion of final substation layout/orientation, and approval of civil works drawings. <u>Work to be measured</u> The Employer / Project Manager, shall, except as otherwise stated, ascertain and determine by measurement the value of the work done in accordance with the Contract and the Contractor shall be paid that value in accordance with this Clause. The Employer / Project Manager shall, when he requires any part of the Work to be measured, give reasonable notice to the Contractor, who shall: (a) forthwith attend or send a qualified representative to assist the Employer / Project Manager in making such measurement, and (b) supply all particulars required by the Employer/ Project Manager Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Employer/ Project Manager or approved by him shall be taken to be the correct measurement of such part of the Work. For the purpose of measuring such Work as are to be measured by records (including video records from WEBCAMs) and drawings, the Employer/ Project Manager shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within fourteen (14) days, attend to examine and agree such records and drawings with the Employer/ Project Manager and shall sign the same when so agreed. If the Contractor does not attend to examine and agree such records and drawings, they shall be taken to be correct. if, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within fourteen (14) days of

	such examination, lodges with the Employer/ Project Manager notice of the respect in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Employer/ Project Manager shall review the records and drawings and either confirm or vary them. <u>Method of Measurement</u> The Work shall be measured net, notwithstanding any general or local custom, except where otherwise provided for the Contract.
	<u>Sub-Clause 33.12 Withholding of Payment</u> New Sub-Clause 33.12 is added as given below: If the Works or any parts thereof are not being carried out to the Project Manager/Engineer's satisfaction and in order to protect the Employer from loss on account of: (a) defective work not rectified (b) claims filed against the Contractor (c) failure of the Contractor to make payments due for Plant procured or labour employed by him (d) damage to any other contractor employed by the Employer (e) Contractor's non-compliance with the Contract (f) any Government dues recoverable from the Contractor if notified by the Government (g) Any other reason as deemed necessary by the Employer, for substantiation of invoice. The Project Manager/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 Project Manager/Engineer shall upon being satisfied to that effect issue Certificate of Payment in respect of withheld amounts without markup and penalty. In addition, the Employer/Engineer reserves right to withhold Contractor's payment on following accounts. a) Notwithstanding the terms of Clause 33.1 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract. b) Employer reserves the right to withhold the payments in case of Contractor's non-compliance with reporting requirements under Clause-26.4 and insurance requirements under Clause 43 of Conditions of Contract.

	c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate alongwith clarification for ambiguity pointed out by Employer. d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance. e) In case the Engineer determines that the Contractor do not possess sufficient T&P as per requirements of works/tender documents, He has right to withhold the payments. Any delay in payments due to aforementioned provisions do not give any right to Contractor for Remedies under Clause 26.1 and 33.7.
33.13	<u>Subclauses GCC 33.13 and GCC 33.14 are added as follows:</u> No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Works or any part(s) thereof.
33.14	Payments Due from Contractor for non- compliance Employer may, without prejudice to any other method of recovery, deduct the amount due from any money is his hand due to or which may become due to the Contractor or recover same through the Performance Security as per the provisions of the contract. . Such deduction shall not relieve the Contractor from his obligations to complete the Work in accordance with the Contract to the satisfaction of the Employer.
35.2	<u>Currency Restrictions</u> The text of Sub-Clause 35.2 is deleted and substituted by the following: "Any required foreign currency transactions shall be met by the Contractor at his cost from his own resources."
36.4	<u>Payment against Provisional Sums</u> Sub-Clause 36.4 is deleted and substituted by the following: "Provisional Sum if any will be expended on the direction of the Engineer through Variation Orders which would be valued in accordance with the provisions of Clause 31 Conditions of Contract."
37.2	<u>Employer's Risks</u>

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

	The words “by arbitration under Clause 50” are deleted and substituted by the words “by the Project Manager/ Engineer”.
39.4	New Sub-Clause 39.4 is added as given below: <u>Duty to Minimize Delay</u> 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.
40.1	<u>Contractor's Liability</u> The text of Sub-Clause 40.1 is deleted and substituted by the following: 40.1.1 Except as provided under Sub-Clause 41.1, the Contractor shall be liable for and shall indemnify the Employer against all losses, expenses and claims in respect of any loss of or damage to physical property (other than the Works), death or personal injury occurring before the issue of the last Defects Liability Certificate to the extent caused by: (a) defective design, material or workmanship of the Contractor, or (b) negligence or breach of statutory duty of the Contractor, his Subcontractors or their respective employees and agents. 40.1.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC Subclause 40.1.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Employer within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the 28-day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Employer shall, at the Contractor’s request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.
40.2	<u>Employer's Liability</u>

	The text of Sub-Clause 40.2 from the words “or of death or personal injury” to the end of the Sub-Clause, is deleted and substituted by the following: “..... (other than the Works) or of death or personal injury to the extent caused by any of the Employer's Risks listed in paragraphs (f), (g), (h), (i), (j), and (k) of Sub-Clause 37.2 but not otherwise.”
42.1	<u>Limitations of Liability</u> <u>Following Subclause 42.1 (c) is added at the end of GCC 42.1:</u> “(c) in case of criminal negligence or willful misconduct.”
42.2	<u>Maximum Liability</u> the words “the sum stated in the Preamble to Conditions of Contract or if no such sum is stated” appearing in 2nd line of Sub-Clause are deleted.
42.6	<u>Foreseen Damage</u> Sub-Clause 42.6 is deleted in its entirety.
	<u>Subclause 43.0 is added under the heading “Insurance” as follows:</u> 43.0.1 To the extent specified herein, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified herein. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval. 43.0.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to this clause, except for the Third Party Liability, Employees, and Employer’s Liability Insurances, and the Contractor’s Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to this Clause except for the Marine Insurance of Plant and Employees. All insurer’s rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies 43.0.3 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.
43.1.2	<u>Erection/Construction All Risks Insurance</u> (1) The Contractor shall insure the Works or part thereof in the joint names of the

	Contractor and the Employer. (a) from the date following the completion of the first unloading at the Site of the Plant or part thereof and other materials (to be used for construction or erection) and from commencement of Works at Site until the Risk Transfer Date against any loss or damage caused by any of the Contractor's risks and any other risks specified in Sub-Clause 43.1.(a) above and (b) during the Defects Liability Period against any loss or damage which is caused either: (i) by the Contractor in completing any outstanding work or complying with his obligations under Clause 30, or (ii) by any of the Contractor's risks and any other risks specified in Sub-Clause 43.1(a) above, which occurred prior to the Risk Transfer Date.
43.1.3	<u>General</u> Should a loss be sustained, the Contractor shall replace or repair any loss or damage at his own cost and complete the Works in accordance with the Contract as soon as possible after occurrence of such loss or damages, without waiting for the settlement of the insurance claim."
43.2	<u>Contractor's Equipment</u> Sub-Clause 43.2 is deleted and substituted by the following: "The Contractor shall insure the Contractor's Equipment for its full replacement value while on the Site against all loss or damage caused by any of the Contractor's Risks."
43.7	<u>Remedies on the Contractor's Failure to Insure</u> In 3rd line after the word, "purpose", the expressions- "and reasonable costs including the man-hours costs of Employer's Personnel" are added.
43.9	New Sub-Clauses 43.9 to 43.12 are added as follows: <u>Currency of Insurance</u> "All policies of Insurance of the Plant shall provide for payment of indemnity to be made in such amounts as will allow making good of loss of or damage to the whole or any part of the Works preferably PKR."
43.10	<u>Contractor to Notify</u>

	“It shall be the duty of the Contractor to notify the insurers of any such insurances referred to above of any matter or event which by the terms of such insurances are required to be so notified. All formalities in connection with insurance survey(s) shall be the sole responsibility of the Contractor. The Contractor shall indemnify and keep indemnified Employer against all loss, claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or resulting from any default by the Contractor in complying with the requirements of this Sub-Clause whether as a result of the avoidance of any such insurance or otherwise. In case of any insurance claim, the Contractor shall pursue the insurance claim if any, till such time final settlement of such insurance claims is effected.”
43.11	<u>Procurement of Insurance Policies</u> The Contractor shall procure and submit the insurance cover before Date of Commencement. Further, in case of delay, the Employer reserves the right to procure the insurance policies at risk and cost of the Contractor. In case of loss incurred during absence of insurance cover, the Contractor shall be fully responsible to indemnify the Employer from any such event as per sums which would have otherwise been recoverable from insurance cover.
43.12	<u>Insurance Company</u> All insurances shall be affected with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.
44.1	<u>Force Majeure</u> <u>The words “and which are unavoidable notwithstanding the reasonable care of the party affected,”</u> are added in the first line after the word “the parties”. Text in sub-para (b) is deleted and para (c) and (d) are re-numbered as (b) and (c).
44.6	<u>Damage Caused by Force Majeure</u> At the end of the Sub-Clause 44.6 the following is added: “However the Contractor shall put up his claim to the Employer / Engineer with full details and justification.”
44.8	<u>Payment on Termination for Force Majeure</u> Text in sub-para (c) is deleted and para (d) and (e) are re-numbered as (c) and (d). New Sub-para (e) shall be added as follows: In calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract,

	including any advance payment paid pursuant to clause 33.1 (Terms of payment) of the contract agreement
44.10	<u>Force Majeure Affecting Engineer's Duties</u> Sub-Clause 44.10 is deleted in its entirety.
45.2	<u>Contractor's Default</u> <u>Text of subclause is numbered as sub-para 45.2.1 and the following sub-para 45.2.2 is added:</u>
45.2.2	Upon receipt of the notice of termination under GCC Sub clauses 45.2.1 or 42.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination, (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Works already executed, or any work required to leave the Site in a clean and safe condition; (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below; (c) deliver to the Employer the parts of the Works executed by the Contractor up to the date of termination; (d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Works and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and (e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Works. The Employer or such other contractor may use for such completion any Contractor's Equipment which is upon the Site as he or they may think proper, and the Employer shall pay the Contractor a reasonable compensation for such use.
45.4	Payment after Termination The text of sub clause is replaced with following: “The Employer shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Project Manager/Engineer shall certify the total cost of such completion of Works. The Employer may recover the extra cost of such completion, as certified by the Project Manager/Engineer, from any sums otherwise due and payable to the Contractor and/or by disposing of the Contractor's Equipment and stores taken over by the Employer under this Clause or as otherwise provided by law. If there is no such extra cost the Employer

	shall pay any balance due to the Contractor.” In calculating extra cost of such completion, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to clause 33.1 (Terms of payment) of the contract agreement.																							
	<u>New Sub-Clause 45.6 is added as follows:</u>																							
45.6	<u>Integrity Pact</u> 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-J 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.																							
46.1	<u>Employer's Default</u> 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.																							
46.3	<u>Payment on Termination for Employer's Default</u> The words “including loss of profit” in the second paragraph of Sub-Clause 46.3 are deleted.																							
47.1	<u>The title and text of subclause are deleted and substituted with following:</u> PRICE ADJUSTMENT UNDER CLAUSE 70 OF CONDITIONS OF CONTRACT The source of indices and the weightages or coefficients for use in the price adjustment formula under Clause 70 shall be as follows: <table border="1"> <thead> <tr> <th>Cost Element</th><th>Description</th><th>Coefficient</th><th>Weightages</th><th>Applicable index</th></tr> <tr> <th>1</th><th>2</th><th>3</th><th>4</th><th>6</th></tr> </thead> <tbody> <tr> <td>(i)</td><td>Fixed Portion</td><td>A</td><td>0.25</td><td></td></tr> <tr> <td>(ii)</td><td>Labor</td><td>B</td><td>0.25</td><td>Government of Pakistan</td></tr> </tbody> </table>				Cost Element	Description	Coefficient	Weightages	Applicable index	1	2	3	4	6	(i)	Fixed Portion	A	0.25		(ii)	Labor	B	0.25	Government of Pakistan
Cost Element	Description	Coefficient	Weightages	Applicable index																				
1	2	3	4	6																				
(i)	Fixed Portion	A	0.25																					
(ii)	Labor	B	0.25	Government of Pakistan																				

(iii)	Cement - in bags	C	0.11	(GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin for the city of Lahore .
(iv)	Bricks	D	0.07	
(v)	Reinforcing Steel	E	0.17	
(vi)	High Speed Diesel (HSD)	F	0.15	Oil and Gas Regulatory Authority, Islamabad (OGRA)/Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin for the city of Lahore
	Total		1.00	

Notes

1) Indices for “(ii)” to “(vi)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin for the city of Lahore. The base cost indices or prices shall be those for the month falling 28 days prior to latest day for submission of bids. Current indices or prices shall be those for the month falling 28 days prior to the last day of the billing period.

2) For labour, the index shall be the wage for unskilled labour as published in Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin for the city of Lahore.

3) For Cement, the index shall be for one bag of cement (local) as published in Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin for the city of Lahore.

4) For reinforcing steel, the index shall be the rate of ½” round MS Bars as published in Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin for the city of Lahore.

5) For Bricks, the index shall be for 1000 Nos. of local bricks as published in Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin for the city of Lahore.

6) The index for High-Speed Diesel (HSD) shall be the Maximum Ex-Depot Sale Price of HSD notified by Oil and Gas Regulatory Authority (OGRA), Islamabad/ Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin for the city of Lahore

7) No price adjustment will be paid on Design & Engineering milestone.

If the currency in which Contract Price is expressed is different from the currency of the country of origin of the materials indices, a correction factor shall correspond to the ratio of exchange rates between two currencies on the date for adjustment and base date as defined above.

	<u>Any price adjustment claims against the subject Clause will be paid to the EPC Contractor in Pakistan in equivalent Pak Rupees on the date of payment in Pakistan.</u>
47.2	Following clause 47.2 is added and existing clause 47.2 is re-numbered as 47.3. (The formula/ guidelines issued by Pakistan Engineering Council (PEC) in May 2022 and or any latest version issued by PEC shall be applicable. The indices and the factors for price adjustment shall be decided by the Engineer for each type of work as per PEC guidelines for each type/nature of goods/equipment/consulting and non-consulting services etc.)
48.1	<u>Customs and Import Duties</u> The Contractor shall pay all customs, import duties and taxes in consequence of the importation of the plant and Employer will reimburse it on actual basis.
48.3	Following Sub-Clauses 48.3 to 48.5 are added: <u>Port Charges and Port Congestion</u> 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.
48.4	If any tax exemptions, reductions, allowances, or privileges may be available to the Contractor in Pakistan, the Employer shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
48.5	For the purpose of the Contract, it is agreed that the Contract Price specified in the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date 28 days prior to the date of bid submission in Pakistan (hereinafter called "Tax" in this GCC Subclause 48.5). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GCC Clause 47.2 hereof.
	<u>Sub-Clause 49.1 Notice to Contractor</u> 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.”
	<u>Sub-Clause 50 Disputes & Arbitration</u> Clause 50 is deleted and in its place the following Sub-Clauses 50.1 to 50.5 are inserted: 50.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Project Manager/Engineer, the matter in dispute shall, in the first place, be referred in writing to the Project Manager/Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the fifty sixth (56) day after the day on which he received such reference, the Project Manager/Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Project Manager/Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award. In any case where the Conditions of Contract provide that the decision of the Project Manager/Engineer is to be final and conclusive, such decision shall not be referable to arbitration under this Clause nor shall the same be questioned in any other form of proceedings whatsoever. 50.2 If either the Employer or the Contractor be dissatisfied with a decision of the Project Manager/Engineer or if the Project Manager/Engineer fails to give notice of his decision on or before the fifty sixth (56) day after the day on which he received the reference, then either the Employer or the Contractor may, on or before the twenty eighth (28) days after the day on which the said period of fifty six (56) days expired, as the case may be, give notice to the other party to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 50.5, no arbitration in respect thereof may be commenced unless such notice is given. If the Project Manager/Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notification of intention to commence arbitration as to such dispute has been given by either the

	Employer or the Contractor on or before the twenty eighth (28) day after the day on which the parties received notice as to such decision from the Project Manager/Engineer the said decision shall become final and binding upon the Employer and the Contractor.
50.3	Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 50.2, arbitration of such dispute shall not be commenced unless an attempt has first been made by the parties to settle such dispute amicably through mutual negotiation within ninety (90) days from the date of notification of Project Manager/Engineer's decision.
50.4	Any dispute in respect of which: (a) the decision, if any, of the Project Manager/Engineer has not become final and binding pursuant to Sub-Clause 50.1 and (b) amicable settlement has not been started/reached within the period stated in Sub-Clause 50.3 shall be finally settled, unless otherwise specified in the Contract, under the Rules of Pakistan Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended, by one or more arbitrators appointed under such Rules. The said arbitrator(s) shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Project Manager/Engineer for the purpose of obtaining said decision pursuant to Sub-Clause 50.1. No such decision shall disqualify the Project Manager/Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute. The venue of arbitration proceedings shall be the place in Pakistan as mentioned in the Preamble to Conditions of Contract.
50.5	Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 50.1 or 50.2 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 50.4. The provisions of Sub-Clauses 50.1 to 50.2 shall not apply to any such reference."
	<u>Following clauses 52 to 56 are added:</u>

52	Liens Each contractor, for himself and for any persons directly or indirectly responsible to him, and for his or their material, equipment and employees, and for all other persons performing any labor or furnishing any labor or material for any/or all of the Work covered by his Contract, will be required to release or waive, to the full extent permitted by law, all mechanical and other liens, for or on account of the Work done or equipment and material furnished hereunder and the improvements or structures herein same may be incorporated, and the land to which they are appurtenant shall at all times be free and clear of all such liens
53	Taxes and Duties
53.1	Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, and charges assessed on the Contractor, its Subcontractors, or their employees by all municipal, state, or national government authorities in connection with the Works in and outside of Pakistan. If Contractor is joint venture, it may authorize one partner to bear taxes, duties, levies and charges assessed on its behalf provided that the liability of the Contractor shall remain binding on it.
53.2	Notwithstanding GCC Sub-Clause 53.1 above, the Employer shall reimburse to the Contractor, all customs and import duties as well as other local taxes like, e.g., a value added tax (VAT), imposed by the law of Pakistan on the Plant specified in Schedule of Price No. 1 and that are to be incorporated into the Works on actual basis (without overhead and profits) within forty five (45) days against presentation of acceptable claim submitted to the Employer, supported by documentary evidence, from the Provisional Sums provided in the Schedules of Price. General Sales tax, Provincial sales Tax and all other taxes payable by the Contractor in Pakistan on the Plant specified in Schedule of Price No. 2, 3 & 4 that are to be incorporated into the Works shall be reimbursed by the Employer on actual basis (without overhead and profits) within forty five (45) days against presentation of acceptable claim submitted to the Employer, supported by documentary evidence, from the Provisional Sums provided in the Schedule of Price, provided that such reimbursements shall be subject to Withholding as per rules mentioned in respective federal and provincial laws of Employer's country and provided further that the contractor is registered with relevant Tax Authority(ies) and Employer can claim input from relevant Tax Authority(ies). The reimbursement of taxes will only be made if Employer's WEBOC system is used.
53.3	If any tax exemptions, reductions, allowances, or privileges may be available to the Contractor in Pakistan, the Employer shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent. Further, any Tax Treatise will be considered between Employer's country and Contractor's country (if applicable).
53.4	For the purpose of the Contract, it is agreed that the Contract Price specified in Contract

	Agreement is based on the taxes, duties, levies, and charges prevailing at the date 28 days prior to the date of bid submission in Pakistan (hereinafter called "Tax" in this GCC Subclause 53.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GCC Clause 47.2 hereof.
53.5	Tax Provisions in Subcontracts Provisions to the like effect as those contained in this Clause shall be incorporated in Subcontracts.
54	Liability of the Contractor The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or permitted assigns and the labour employed by them.
55.	Joint and Several Liability If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.
56.	Details to be Confidential The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Project Manager/Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Project Manager/Engineer whose award shall be final.

STANDARD FORMS

Standard Forms include the following:

- Form of Contract Agreement
- Form of Performance Security
(Bank Guarantee)
- Form of Bank Guarantee/ Bond for Advance Payment
- Indemnity Bond For Secured Advance
- Draft Performa Invoice
- Draft Letter of Credit.

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

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnessed as follows:

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

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

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

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

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with
address: _____

Name of Principal (Contractor) with
address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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

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

Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____
Executed on _____
Expiry date _____

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

_____ (Particulars of Contract), with
_____ (hereinafter called the Contractor).

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

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

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

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

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

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

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

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

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

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

(ON RS.40 NONJUDICIAL STAMP PAPER)

This Deed of Indemnity is issued by M/s. _____

(Name of the Contractor) in favour
of M/s. _____ (Name of the Employer).

Whereas _____ (hereinafter called the Employer) has agreed to pay the Secured Advance against the cost of material through any Bank or like agency by any other method by virtue of the terms of the contract existing between the parties. The details of the material and their price for which secured advance is being sought for the period _____ till consumption of the material is as under :-

- | | | | |
|----------|--------------|-----------|-------------|
| 1. _____ | at Rs. _____ | per _____ | = Rs. _____ |
| 2. _____ | at Rs. _____ | per _____ | = Rs. _____ |
| 3. _____ | at Rs. _____ | per _____ | = Rs. _____ |
| 4. _____ | at Rs. _____ | per _____ | = Rs. _____ |

THEREFORE THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

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

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

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

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

Place _____ Dated _____

Contractor _____

DRAFT PERFORMA INVOICE

Not applicable

DRAFT LETTER OF CREDIT

Not applicable

SECTION 8

Employer Requirements

1. BRIEF REQUIREMENTS

The Employer intends to procure, on an **Engineering, Procurement and Construction (EPC)** basis, the **Construction of Auditorium Hall and Lecture Theaters Building at TSG Training Centre, Lahore as per layout given in Concept drawings attached based on Energy efficient design as per NEECA ECBC-2023**. The plot available for this facility is 150x 45 ft. The Project comprises of complete design, engineering, procurement, construction, testing, commissioning, and handover of a modern institutional training facility consisting of one (01) Auditorium Hall with an approximate seating capacity of **250 persons** and two (02) Lecture Theaters, each having an approximate seating capacity of **40 persons**, together with other rooms as per concept drawing and dimension and all associated architectural, structural, mechanical, electrical, plumbing (MEP), HVAC, fire protection, ICT, lightening, audio video requirement, interior works, furniture, external development works, utility services, landscaping and other ancillary facilities required for the intended operation of the Project. The Auditorium shall incorporate an inclined gallery seating arrangement, a fully equipped stage with podium and backstage facilities, speaker preparation rooms, modern audio-visual systems including an LED video wall, professional lighting and sound systems, acoustic treatment, visitor waiting areas, washrooms, storage rooms, and all other functional spaces necessary for a state-of-the-art training and conference facility.

Considering the integrated nature of the Project and the Employer's requirement for a single point of responsibility, the Project shall be executed under the EPC mode whereby the Contractor shall be solely responsible for the complete engineering, detailed design, procurement of all materials and equipment, construction, testing, commissioning, statutory approvals, utility connections including transformer, metering and power supply from LESCO, standby diesel generator system, water supply, sewerage and drainage systems and successful handover of a fully operational facility. The Contractor shall ensure that all works comply with the applicable laws of Pakistan, Pakistan Engineering Council (PEC) regulations, National Building Code of Pakistan, NEECA Energy Conservation Building Code (ECBC-2023), Fire Safety Codes, and all other relevant standards. The Scope of Work shall be deemed to include all works, materials, equipment, services, accessories, and activities, whether specifically mentioned in the Contract Documents or not, that are necessary for the complete, safe, reliable, and intended operation of the facility, and no additional payment shall be made for such items.

2. OBJECTIVES

The Project aims to develop a modern training and conference facility that shall:

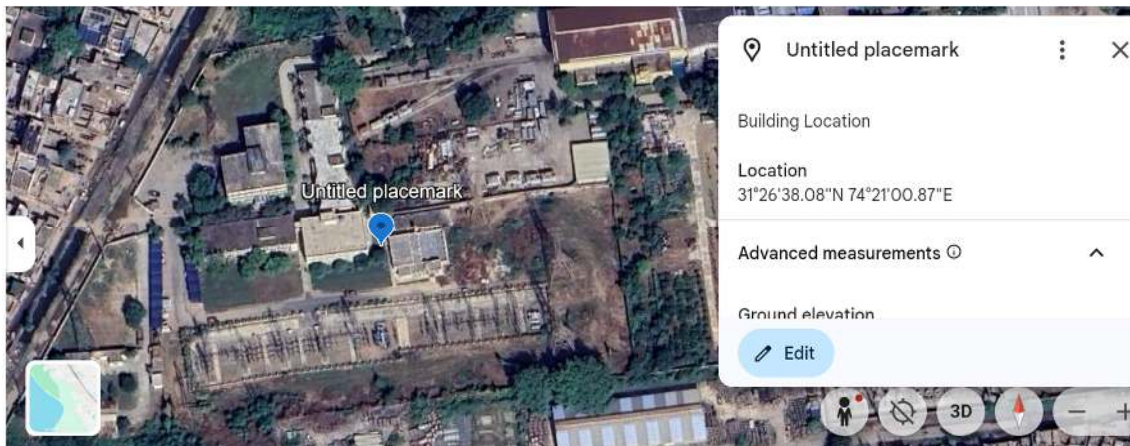
- Serve as the principal venue for technical training programs, professional development courses, workshops, seminars, conferences, official meetings, induction programs, and knowledge-sharing events organized by the National Grid Company of Pakistan (NGC) at TSG Training Centre, Lahore.

- Provide a state-of-the-art Auditorium Hall with an approximate seating capacity of **250 persons** and two (02) Lecture Theaters, each accommodating approximately **40 persons**, equipped with modern presentation, communication, and learning technologies to support effective training and capacity-building activities.

3. PROJECT LOCATION

The proposed **Auditorium Hall and Lecture Theaters Building** shall be constructed within the premises of the **TSG Training Centre, 220 kV New Kot Lakhpat (NKLP) Grid Station, Lahore, Punjab, Pakistan**, owned and operated by the **National Grid Company of Pakistan (NGC)**.

The Project site is strategically located within the existing TSG Training Centre, which serves as one of NGC's principal training facilities for technical and professional development of its workforce. The location is readily accessible through the Lahore road network and is supported by existing utility infrastructure, including electrical power, water supply, sewerage. The proposed development shall be integrated with the existing training centre infrastructure and facilities, while ensuring uninterrupted operation of the surrounding Grid Station and Training Centre throughout the execution of the Works. The Contractor shall familiarize itself with the site conditions, access routes, existing utilities, operational constraints, and all other factors that may influence the design and construction of the Project.



4. PROJECT REQUIREMENTS

The proposed Project comprises the design and construction of a modern **Auditorium Hall and Lecture Theaters Building** at **TSG Training Centre, 220 kV New Kot Lakhpat (NKLP) Grid Station, Lahore**, to provide a state-of-the-art training, conference, and knowledge-sharing facility for the National Grid Company of Pakistan (NGC). The facility shall include one (01) Auditorium Hall having an approximate seating capacity of **250 persons** with an inclined gallery seating arrangement, a minimum clear internal height of 26~30 feet, a fully equipped stage/podium, backstage area, speaker preparation rooms, and modern audio-visual facilities. The Project shall also include two (02) Lecture Theaters, each with an approximate seating capacity of **40 persons**, together with instructor rooms, common washrooms, storage rooms, circulation areas, and all other supporting facilities necessary for the efficient operation of the building.

The sketches, layouts, and conceptual drawings, if provided by the Employer, are intended solely to illustrate the Employer's functional requirements and design intent. Such drawings shall not be construed as final designs. The Contractor shall be fully responsible for developing the complete architectural, structural, mechanical, electrical, plumbing (MEP), HVAC, fire protection, Information and Communication Technology (ICT), interior design, Audio video arrangement, lightening arrangement, landscaping, external works, and utility infrastructure required for the Project. The Contractor shall prepare all detailed engineering designs, design calculations, construction drawings, shop drawings and as-built drawings, and shall obtain all approvals necessary for execution of the Works in accordance with the Contract.

The Contractor shall undertake the complete Engineering, Procurement, Construction, Testing, Commissioning, and Handover of the Project on a turnkey EPC basis. The scope shall include procurement and installation of all permanent materials, equipment, furniture, fixtures, and systems including, but not limited to, professional audio-visual equipment, LED video wall, stage lighting, public address system, CCTV system, structured cabling, access control, fire detection and firefighting systems, HVAC system, complete electrical installation, standby diesel generator, transformer and metering arrangement from LESCO, water supply system, sewerage and drainage network, external development works, landscaping, and all associated infrastructure necessary for a fully functional facility.

The completed building shall be delivered as a safe, durable, energy-efficient, and fully operational institutional facility ready for immediate use by the Employer. The Contractor shall provide operation and maintenance manuals, warranties, recommended spare parts, training of the Employer's personnel, and shall remain responsible for rectification of defects during the Defects Liability Period in accordance with the Contract.

All works shall be designed, executed, tested, and commissioned in accordance with the latest editions of the applicable laws, regulations, codes, and standards, including but not limited to:

- Pakistan Engineering Council (PEC) Regulations and relevant Engineering Codes.
- National Building Code of Pakistan.
- NEECA Energy Conservation Building Code (ECBC-2023).
- Pakistan Building Code and other applicable Building Regulations.
- Applicable NFPA Codes and Standards for Fire Protection.
- ASHRAE Standards for Heating, Ventilation and Air Conditioning (HVAC).
- ACI, AISC, ASTM, IEC, IEEE, ISO, BSI, or equivalent internationally recognized standards, as applicable.
- Accessibility requirements and universal design principles.
- Environmental regulations and statutory requirements of the Government of Pakistan.
- Applicable PPRA Rules, NGC Procurement Procedures, and the Conditions of Contract governing this EPC Project.

The Contractor shall ensure that all systems and facilities are fully integrated, tested, commissioned and capable of operating efficiently as a complete facility. Any works, materials, equipment, or services not specifically mentioned in these Employer's Requirements but reasonably required for the successful completion, operation, safety, reliability, maintainability, and intended performance of the Project shall be deemed to be included within the Contractor's scope and the Contract Price.

5. DESIGN AND PLANNING OF THE WORKS

The Contractor shall be responsible for providing all design and planning services necessary for the successful completion of the Works in accordance with the requirements specified in the Scope of Work and the Employer's Requirements.

He shall visit the project site before commencing the design and shall obtain all information necessary to complete the Works. The Contractor shall thoroughly familiarize himself with the site conditions, including physical, environmental, logistical, statutory, and socio-political aspects of the project location. The Contractor shall be deemed to have taken these conditions into account while preparing his design, planning the Works, and submitting his Bid. No additional payment or extension of time shall be allowed on account of the Contractor's failure to investigate or understand the site conditions.

He shall perform all necessary process and design calculations to define equipment and system requirements and to demonstrate the adequacy of the proposed design and the selection of the related facilities.

He shall establish a Quality Control/Quality Assurance (QC/QA) program to verify that the work performed is in accordance with the requirements of the Contract.

The descriptions given in this document are outline descriptions only. Such descriptions do not include or provide full details of all materials or other items to be supplied, or all works and services to be executed by the Contractor, in order to fulfil its obligations under the Contract.

Furthermore, the design responsibilities of the Contractor shall be as follows:

- The Contractor shall carry out the Detailed Soil investigation as a part and parcel of this contract.
- The Contractor shall carry out the Detailed Architectural Design, 3-D Views and Animations, and all Engineering Designs for the entire project, including all Works to be performed under the EPC Contract.
- The Contractor shall also prepare the Detailed Design of the Temporary Works to be performed under the EPC Contract.
- The Contractor shall prepare Construction Method Statements and an Implementation Plan.
- The Contractor shall prepare Shop Drawings for the Works and equipment to be constructed/installed under the EPC Contract.

The activities to be performed under the Detailed Design are outlined below:

- Design criteria and parameters.
- Summary of all tests and investigations carried out in connection with the Detailed Design.
- Architectural Drawings.
- 3-D Views and Animations.
- Structural Drawings.
- Working/Construction Drawings.
- Shop Drawings.
- Site Construction Manuals.

- Manufacturer's Manuals for Operation and Maintenance.
- Plan for Borrow Areas and Disposal of Spoil Material.
- Health, Safety, and Environmental (HSE) Plan.

5.1 Principal Elements of the Project

The principal elements of the Works are:

- Master Plan of the project site.
- Architectural Design of all project components.
- Structural Design of all project components.
- Water Supply System.
- Sewerage System.
- Storm Water Drainage System.
- External Electrification and allied works in accordance with LESCO standards.
- Mechanical, Electrical, and Plumbing (MEP) Design
- Internal Electrification Design.

All above Design requirement shall be submitted and approved by the Engineer/O/o DG(C&SE) NGC before commencement of the work.

5.2 Functional Requirements – Auditorium Hall and Lecture Rooms

5.2.1 Main Auditorium Hall

The Main Auditorium Hall shall be designed as a multi-purpose facility suitable for conferences, seminars, training programs, workshops, official ceremonies, cultural events, and academic functions.

- Seating capacity: Approximately **250 persons** (or as specified by the Employer).
- Tiered seating arrangement with unobstructed sightlines to the stage.
- Fully integrated stage with podium, backstage facilities, and guest rooms.
- Superior acoustic treatment to achieve optimum speech intelligibility and sound quality.
- HVAC system designed for occupant comfort and energy efficiency.
- Dedicated control room for audio, video, lighting, and broadcasting equipment.
- Provision for recording, live streaming, and video conferencing.
- Emergency exits and evacuation routes in accordance with applicable building and fire safety codes.
- The Auditorium Hall shall be equipped with a complete, integrated, and state-of-the-art Audio-Visual (AV) system as mentioned at below heading at 6.
- The Contractor shall provide a comprehensive video presentation and display system consisting of an indoor LED video wall P2.5mm indoor size (12.60' x 21')
- The Auditorium Hall shall be equipped with a professional stage lighting system comprising LED stage lighting fixtures, profile spotlights.
- The stage shall be provided with all necessary equipment, including a digital podium with integrated microphone and touch-screen control panel.

- The Contractor shall provide a complete broadcasting and communication system comprising PTZ cameras, video conferencing equipment, video recording and live-streaming facilities, broadcasting equipment, recording servers and all associated software and hardware to facilitate hybrid meetings, online training sessions, and digital event management.
- The Auditorium Hall shall be equipped with modern Information and Communication Technology (ICT) infrastructure.
- A dedicated control room shall be established and equipped with audio, video, lighting, and broadcasting control consoles, operator workstations, monitoring displays, communication equipment, equipment racks, and all necessary control systems for centralized operation and management of the Auditorium Hall.
- The Contractor shall provide a complete Heating, Ventilation, and Air Conditioning (HVAC) system.
- The Auditorium Hall shall be equipped with a comprehensive fire detection, firefighting, life safety, and security system, including an addressable fire alarm system, smoke and heat detectors, public address and voice evacuation system, emergency lighting, illuminated exit signs, CCTV surveillance system, access control system, intrusion alarms, and all related equipment in accordance with applicable codes and standards.
- The Contractor shall provide all furniture, fixtures, and operational equipment required for the complete functioning of the Auditorium Hall, including fixed auditorium seating, VIP seating, movable furniture where required, storage units, lecterns, clocks, information display systems, and any other equipment necessary for the safe, efficient, and uninterrupted operation of the facility.
- Further detailed provided at paragraph heading at 6.

5.2.2 Lecture Rooms

The project shall include multiple Lecture Rooms designed to support training, academic instruction, meetings, and technical presentations.

- Lecture Rooms with seating capacities ranging from **40 persons**.
- Flexible Tiered seating arrangement layouts suitable for classroom, seminar, and workshop configurations.
- Integrated multimedia teaching facilities including LED TV (85 inch) and sound systems.
- Comfortable seating with writing tablets or desks.
- Acoustic treatment to minimize noise transmission.
- High-speed wired and wireless internet connectivity.
- Individual lighting and HVAC.
- Storage space for teaching aids and equipment.

Further detailed provided at paragraph heading at 6.

5.2.3 Supporting Facilities

The following auxiliary facilities shall be provided as part of the Works:

- Entrance lobby and waiting area.
- Caretaker room.

- Two (02) Lecture Offices.
- Store room(s) for storage of furniture, equipment, and consumables.
- Control room for Auditorium operations, including audio-visual and lighting controls.
- Separate toilet facilities for male and female.
- Complete external electrification, including LESCO electrical connection, metering, approvals and all associated works required for energization of the facility.
- Standby diesel generator complete with Automatic Transfer Switch (ATS), fuel tank, acoustic enclosure and all associated accessories to provide uninterrupted power to the facility.
- Complete furniture for the Auditorium Hall, Lecture Rooms, offices, waiting areas, and all other supporting spaces, including chairs, tables, desks, storage cabinets, podiums, and other furniture necessary for the intended use of the facility.

5.2.4 Building Form Materials and Finishes

- The architectural design shall reflect a modern institutional appearance appropriate for a national training facility.
- Durable, low-maintenance and high-quality construction materials shall be used.
- The building envelope shall provide adequate thermal insulation and weather protection.
- Interior finishes shall provide excellent acoustics, aesthetics, durability and ease of maintenance.
- Natural daylight shall be maximized while minimizing heat gain and glare.

5.2.5 Sustainability and Energy Efficiency

- The building shall comply with **NEECA ECBC-2023** and other applicable energy efficiency requirements.
- Energy-efficient HVAC, lighting and electrical systems shall be incorporated.
- Water-efficient plumbing fixtures shall be provided.
- Landscaping and site development shall promote environmental sustainability and user comfort.

5.2.6 Safety and Security

- The facility shall incorporate appropriate security zoning for public, staff and restricted areas.
- CCTV surveillance, access control systems and fire detection and alarm systems shall be provided.
- Firefighting systems shall comply with applicable codes and standards.
- Emergency lighting, exit signage, and public address systems shall be installed throughout the facility.
- The overall design shall ensure safe operation, maintenance, and emergency evacuation of occupants.

6. DETAILED REQUIREMENTS:

6.1. Auditorium Seating

- The Contractor shall design, supply and install premium-grade fixed auditorium seating for the Auditorium Hall, complete in all respects including seat frames, upholstered seat and back, armrests, tip-up mechanism, floor fixing, row/seat numbering and all necessary accessories.
- The seats shall be purpose-designed premium auditorium/conference hall seating, suitable for intensive institutional use and prolonged occupancy. Ordinary office chairs, low-grade cinema seats or locally fabricated non-standard seating shall not be acceptable.
- The seating shall be of Interwood or approved equivalent premium-grade maker of superior quality, subject to prior approval of the Engineer. The proposed product shall have proven use in auditoriums, lecture theatres, conference halls, universities or similar institutional facilities.
- Each seat shall have an ergonomically designed upholstered seat and backrest, manufactured using high-density moulded/injection-moulded foam, providing adequate lumbar and back support and comfort for extended training, conferences and presentations.
- Seats shall be provided with heavy-duty automatic/counterbalanced tip-up mechanisms, designed for smooth, silent and reliable operation. The mechanism shall automatically return the seat to the upright position and shall be suitable for frequent institutional use.
- The supporting structure shall comprise a heavy-duty corrosion-protected steel frame, finished with durable electrostatic powder coating. Seats shall be securely floor-mounted using approved heavy-duty anchoring arrangements suitable for the proposed inclined/raked gallery floor.
- The upholstery shall be premium institutional-grade, high-abrasion-resistant, stain-resistant and fire-retardant fabric, with colour, texture and finish selected by the Employer from samples submitted by the Contractor.
- Each seat shall be provided with ergonomic armrests, durable and easy-to-clean finish, and permanent seat identification. Row identification plates and seat numbering shall be provided in accordance with the approved auditorium seating layout. Foldable writing tablets shall be provided at locations indicated in the approved design or as directed by the Employer.
- The Contractor shall submit the manufacturer's technical catalogue, detailed specifications, material information, warranty, relevant project references and a physical sample/mock-up of the proposed seat for approval before bulk procurement. The Engineer reserves the right to reject any proposed product that does not meet the required premium quality, appearance, comfort, durability or performance.
- The complete seating arrangement shall comply with the approved architectural layout, sightline, aisle, accessibility, fire and emergency-escape requirements. The Contractor shall be responsible for final seating coordination and installation. The seating shall carry a minimum two (02) years comprehensive warranty covering the frame, upholstery, foam, armrests, tip-up mechanism and associated hardware.

6.2.Auditorium Floor Finish

- The Contractor shall design and execute the complete auditorium floor system, including structural/raked floor, screed, floor finish, skirting, nosing, transitions and all associated works, in accordance with the approved architectural and structural drawings.

- The auditorium seating area shall be provided with a raked/inclined gallery floor to achieve the required sightlines and unobstructed view of the stage. The final slope, riser arrangement and seating geometry shall be established by the Contractor through detailed design and submitted for approval.
- The finished floor in the seating area shall preferably comprise premium-grade commercial/institutional carpet tiles or broadloom carpet, with high abrasion resistance, stain resistance and fire-retardant properties, suitable for heavy-traffic auditorium use. Carpet shall be installed over a properly prepared, level and dry substrate using an approved installation system.
- Individual step/riser edges and aisle nosings shall be clearly visible and shall be provided with durable, contrasting, slip-resistant nosing. Aisles and steps shall be designed to provide safe movement during normal use and emergency evacuation.
- The stage floor shall be finished separately with a premium-grade, hard-wearing wood/engineered timber suitable for stage activities, furniture movement and repeated use. The stage platform shall be provided with premium-grade engineered timber/wood flooring, suitable for institutional auditorium and stage use. The flooring shall have a durable factory-finished surface, high resistance to abrasion and wear, and shall be securely installed over a properly prepared and level substrate. The finish shall be uniform, smooth, non-glare and suitable for movement of furniture, podiums and stage equipment. The colour, texture and pattern shall be selected by the Employer from approved samples. All junctions, edges, skirting, trims and transitions shall be neatly finished
- Floor finishes at entrances, waiting areas, aisles and other high-traffic zones shall be selected for durability and ease of maintenance and shall be coordinated with the overall interior design.
- The Contractor shall provide acoustic underlay or acoustic floor treatment below carpeted areas wherever required by the approved acoustic design, to minimise impact noise and improve overall auditorium acoustic performance.
- All floor finishes shall be commercial/institutional grade, resistant to wear and staining, easy to maintain and compatible with the proposed seating fixing system. Ordinary residential-grade carpet or flooring shall not be accepted.
- The Contractor shall submit floor finish samples, colour options, carpet pattern and detailed flooring layout for approval prior to procurement and installation.
- All floor levels, slopes, thresholds, expansion joints, floor boxes, electrical/data outlets and seating anchor points shall be fully coordinated with the architectural, structural, electrical, AV and seating layouts, with no visible unevenness, loose joints or trip hazards in the completed auditorium.

6.3.Stage / Podium Furniture:

- Main Presentation Podium/Lectern – 02 Nos: Premium Digital Lectern / Smart Podium, complete all-in-one professional digital lectern with integrated touchscreen display, built-in PC, document camera, wireless presentation facility, microphone provision, HDMI/USB-C/USB/LAN connectivity, concealed cable management, power distribution and all necessary accessories. Preferred Make: HoverCam Pilot 3 Plus / Specktron Professional Digital Podium / approved equivalent premium international make. Each podium shall include an integrated writing/presentation surface, concealed cable management and provisions for microphone, laptop, HDMI/USB and power connections.

- Guest Chair & Table Set – 01 Set: Complete premium-quality conference/guest seating arrangement comprising 06 chairs and 01 matching table, suitable for panel discussions, presentations and official functions.
- Premium Sofa Seats – 08 Nos: The Contractor shall provide 08 Nos. premium-quality individual sofa/guest seats suitable for VIP guests, panel discussions, seminars and official functions. Each seat shall be provided with comfortable upholstered seating, suitable cushioning and premium-quality matching upholstery. The seating arrangement shall be coordinated with the approved stage layout.
- Microphone Provision – Complete.: The podiums and sofa/panel seating area shall be fully coordinated with the auditorium AV system. The Contractor shall provide all necessary provisions for gooseneck/boundary microphones, including microphone connections, concealed cabling, floor/wall outlets and associated accessories, as required by the approved AV design.
- Power & Data Connectivity – Complete: The Contractor shall provide concealed floor/wall connections at the podiums and presenter/panel seating area, including 230V power sockets, USB charging points, HDMI and data/LAN connectivity, complete with conduits, cabling, outlets and accessories, coordinated with the approved electrical and AV designs.
- Furniture Finish – Premium Grade: All podiums and associated stage furniture shall be manufactured from high-quality engineered board, MDF, plywood or approved equivalent material, finished with premium-grade laminate, veneer or equivalent. All hardware, hinges, drawer runners, handles, edge bands and other fittings shall be heavy-duty, durable and suitable for intensive institutional use.
- Design & Approval: The Contractor shall submit the complete stage/podium furniture layout, furniture schedule, product catalogues, technical specifications, material and colour samples and 3D views for approval prior to procurement. All furniture shall be properly coordinated with the approx.40 ft × 25 ft stage, stage flooring, backdrop, AV system, lighting and auditorium seating.
- Make / Quality: Podiums and associated furniture shall be Interwood or approved equivalent premium institutional-grade make, or custom-manufactured by an established specialist furniture manufacturer, subject to approval of the Employer/Engineer. The proposed furniture shall be of proven quality and suitable for institutional auditorium use.
- Warranty: The complete podium and stage furniture package shall carry a minimum two (02) years comprehensive warranty against manufacturing defects, structural failure, hardware defects, delamination, upholstery defects and other defects arising from normal intended use.

6.4. Professional Audio System

Sr. No.	Description	Reference Make / Model	Minimum Qty.	Unit
1	Main professional column/line-array loudspeaker	JBL Professional CBT 1000 / approved equivalent	2	Nos.
2	Low-frequency extension module	JBL CBT 1000E / approved equivalent	2	Nos.
3	Professional powered subwoofer	JBL SRX818SP / approved equivalent	2	Nos.
4	Front-fill loudspeakers for first	JBL / QSC / approved	4	Nos.

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	seating rows	equivalent		
5	Rear/delay loudspeakers for uniform coverage	JBL / QSC / approved equivalent	4	Nos.
6	Professional stage monitor loudspeaker	JBL PRX812 / approved equivalent	2	Nos.
7	Professional digital mixing console	Yamaha DM3 / approved equivalent	1	No.
8	Digital loudspeaker management / DSP processor	dbx DriveRack PA2 / approved equivalent	1	No.
9	Professional power amplifiers	Crown XLS DriveCore 2 / approved equivalent	3	Nos.
10	Professional wireless dual-channel receiver	Shure ULXD4D / approved equivalent	2	Nos.
11	Wireless handheld microphone/transmitter	Shure ULXD2/SM58 / approved equivalent	4	Nos.
12	Wireless bodypack transmitter with lavalier/headset microphone	Shure ULXD1 + suitable microphone / approved equivalent	2	Sets
13	Podium gooseneck microphone	Shure MX418 / approved equivalent	2	Nos.
14	Panel/guest boundary or gooseneck microphone	Shure / approved equivalent	7	Nos.
15	Audience/Q&A wireless microphones	Shure ULXD2/SM58 / approved equivalent	2	Nos.
16	Professional microphone stands and accessories	K&M/Shure / approved equivalent	1	Lot
17	Professional balanced audio cable, XLR, connectors and patching	Klotz/Neutrik / approved equivalent	1	Lot
18	Speaker cable and professional connectors	Professional grade	1	Lot
19	Professional 19-inch AV equipment rack with ventilation and cable management	Rittal/APC / approved equivalent	2	Nos.
20	Online UPS/power conditioning and surge protection	APC / approved equivalent	1	Lot
21	Speaker mounting brackets, suspension hardware and safety restraints	Manufacturer approved	1	Lot
22	HDMI/USB/LAN/audio interfaces and AV connectivity	Professional grade	1	Lot
23	Installation, wiring, termination and equipment integration	Complete	1	Lot
24	Acoustic measurement, system tuning, EQ, delay alignment and commissioning	Specialist audio engineer	1	Lot
25	Operator training, O&M manuals, as-built drawings and system configuration backup	Complete	1	Lot

The quantities of main loudspeakers, subwoofers, front-fill and delay loudspeakers indicated above are provisional for tendering purposes. The Contractor shall undertake detailed acoustic modelling and loudspeaker coverage simulation based on the approved auditorium architecture, seating layout and acoustic treatment. The final quantity, location and orientation of loudspeakers shall be determined by the Contractor and submitted for Engineer approval without compromising the specified performance requirements.

6.5.LED Video Wall & Presentation System

Sr. No.	Description
1	Premium Indoor Fine-Pitch SMD LED Video Wall, P2.5 mm, complete with LED cabinets/modules, receiving cards, power supplies, data distribution and all accessories. Preferred make Absen / Unilumin, or approved equivalent premium international make. Minimum 3,840 Hz refresh rate, ≥ 600 nits brightness, high contrast, 16-bit grayscale or better, seamless cabinet-to-cabinet display and Professional LED Video Processor/Controller, suitable for the complete LED wall, with HDMI/DP inputs, multiple signal formats, scaling, switching, PIP/PBP and seamless integration with AV system.
2	01 No. 65" professional 4K confidence monitor positioned centrally in front of the lectern, plus 01 additional 55–65" confidence monitor at the panel/VIP seating area, if required.
3	Professional LED Wall Structural Support Frame, heavy-duty MS/GI structural frame, accurately fabricated and finished, including brackets, anchors, fixing hardware, alignment and safety provisions.
4	Power Distribution System, including dedicated DB, MCB/MCCB, surge protection, isolators, cabling, connectors and complete power distribution to LED cabinets.
5	Professional AV Connectivity & Presentation Inputs, including HDMI/DP extenders, HDMI cables, USB/LAN connectivity, presentation interface and required signal converters for laptop, camera and AV system integration.
6	Control PC / Presentation System, professional-grade PC suitable for LED wall control, presentation playback and display management, complete with required operating/software configuration.
7	Installation, Configuration & Integration, including LED module/cabinet installation, electrical/data connections, processor configuration, system integration with auditorium AV system and complete commissioning.
8	Calibration, Testing & Commissioning, including brightness, colour, grayscale, uniformity, image scaling, pixel testing and complete system optimization.
9	Training, O&M Manuals & As-Built Documentation, including operator training, system configuration backup, wiring diagrams, equipment manuals and maintenance instructions.
10	Recommended Critical Spare Parts, including LED modules, power supply units, receiving cards, data cables/connectors and other essential maintenance spares.

- The Contractor shall provide a complete turnkey indoor P2.5 mm fine-pitch LED video wall system of size 12.60 ft × 21.00 ft, including LED cabinets/modules, receiving cards, power supplies, processor/controller, structural support, power distribution, data connectivity, installation, testing and commissioning.

- Preferred Make: Absen / Unilumin, or approved equivalent of equal or superior quality. Absen's current P2.5 indoor products include high-refresh-rate solutions, while Unilumin offers P2.5 professional indoor LED products.
- The LED wall shall be suitable for PowerPoint presentations, HD/4K video playback, live camera feed, training presentations, conferences, official functions and multimedia content. The LED processor shall accept and process HDMI/DisplayPort and other standard professional AV inputs and shall be fully integrated with the auditorium's sound, video and control system.
- The Contractor shall provide all required LED receiving cards, sending cards, data hubs, processors, power supplies, network/data cables, connectors and accessories necessary for complete operation. The Contractor shall provide a properly engineered structural support frame designed for the actual LED wall load and building conditions. Structural drawings and fixing details shall be submitted for Engineer's approval before fabrication.
- The system shall be calibrated after installation for brightness, colour temperature, grayscale, colour uniformity, pixel uniformity and image geometry.
- The Contractor shall provide minimum 2 years comprehensive warranty covering LED modules, receiving cards, power supplies, processors and workmanship.
- All equipment shall be new, genuine, current-production and sourced through authorized/recognized supply channels. The Contractor shall submit manufacturer's datasheets, country of origin, warranty documentation and authorized distributor/dealer evidence.
- The Contractor shall submit shop drawings, LED panel layout, structural details, single-line power diagram, data-flow diagram, equipment schedule and 3D installation details for approval before execution. The quoted price shall be deemed complete in all respects, including transportation, unloading, installation, mounting, cabling, programming, testing, commissioning, training and all incidental works required to deliver a fully operational LED video wall.

6.6.Stage & House Lighting System

Sr. No.	Description	Unit	Minimum Qty.
1	Professional LED Stage Fresnel/COB Light, 150–200W LED, high CRI ≥ 90 , adjustable beam, dimmable, flicker-free, with barn doors and DMX512 control. Chauvet Professional / Elation / ETC or approved equivalent.	No.	8
2	Professional LED RGBW PAR Stage Light, 100–150W, RGBW LED, DMX512, electronic dimming, suitable for stage wash and background illumination. Chauvet Professional / Elation / ETC or approved equivalent.	No.	6
3	LED Profile / Ellipsoidal Spotlight, 150–200W LED, adjustable beam/zoom, shutters, high CRI and DMX512, suitable for lectern and key-person illumination. ETC / Chauvet Professional / Elation or approved equivalent.	No.	4
4	LED Backdrop/Cyclorama Wash Light, RGBW, DMX controlled, suitable for uniform illumination of stage backdrop and presentation area.	No.	4
5	Professional DMX Lighting Control Console, minimum 2 DMX universes, programmable scenes/cues, dimmer control,	No.	1

	colour control and show memory. ETC / ChamSys / Chauvet or approved equivalent.		
6	DMX Splitter/Booster, opto-isolated professional DMX512/RDM splitter with multiple outputs.	No.	2
7	Stage Lighting Bars/Truss, heavy-duty structural lighting bars including brackets, clamps, suspension hardware and secondary safety cables.	Lot	1
8	DMX & Stage Lighting Cabling, professional DMX cables, power cables, connectors, plugs, patching and complete installation accessories.	Lot	1
9	Dedicated Lighting Power Distribution, lighting DB with MCB/MCCB, surge protection, isolators, contactors, outgoing circuits and proper labelling.	Lot	1
10	Auditorium House Lighting, high-quality dimmable LED downlights/panel lights, high CRI, flicker-free, with independent control zones for audience area.	No.	30
11	Aisle & Step Lighting, recessed/low-level LED lights for auditorium aisles and steps, separately controlled and coordinated with seating layout.	No.	40
12	Stage/Backstage Working Lights, LED fixtures for stage preparation, backstage and service areas with independent switching.	No.	8
13	Installation, Focusing & Programming, complete installation, fixture focusing, DMX addressing, scene programming and integration with auditorium AV system.	Lot	1
16	Critical Spare Parts, selected LED power supplies, connectors, fuses, DMX accessories and other recommended maintenance spares.	Lot	1

- The Contractor shall provide a complete professional LED stage and auditorium lighting system suitable for government training, lectures, conferences, presentations, seminars, official ceremonies and other institutional functions.
- The system shall be predominantly based on energy-efficient LED technology, with high colour rendering, low heat generation, flicker-free operation and long service life.
- Preferred Makes: ETC, Chauvet Professional, Elation, ChamSys or other recognized professional international make of equal or superior quality, subject to Employer/Engineer approval.
- All stage lighting fixtures shall be DMX512/RDM compatible and centrally controllable from the lighting control console.
- The system shall provide separate control for:
 - Front stage wash;
 - Lectern/podium;
 - VIP/panel seating;
 - Stage centre;
 - Stage backdrop; and
 - General auditorium lighting.
- The lighting shall be properly coordinated with the 12.60 ft × 21 ft P2.5 LED video wall, lecterns, stage furniture, seven VIP/panel seats and auditorium architecture.
- Stage lighting shall be positioned to provide uniform illumination of the presenter, lectern and panel seating without excessive glare or direct light into the audience.

- The Contractor shall provide suitable structural lighting bars/trusses, mounting brackets, clamps and secondary safety cables. All suspended fixtures shall be securely supported.
- Auditorium house lighting shall have independent control zones and shall provide suitable lighting for:
 - Audience entry;
 - Normal seating;
 - Presentation mode;
 - Cleaning/maintenance; and
 - Exit/evacuation conditions.
- Aisle and step lighting shall be separately controlled and shall remain suitably visible during presentations.
- The Contractor shall submit lighting layout, fixture schedule, photometric data, power load schedule, DMX control diagram and mounting details for Employer/Engineer approval before installation.
- The Contractor shall provide all power cables, DMX cables, connectors, brackets, clamps, control accessories and installation hardware required for a complete operational system.
- All equipment shall be new, genuine and current-production, sourced through recognized/authorized supply channels.
- The quoted rates shall include supply, transportation, installation, mounting, wiring, programming, focusing, testing, commissioning, training and all incidental works required for a complete system.
- The Contractor shall provide a minimum two-year comprehensive warranty covering equipment and workmanship.
- The final fixture locations and aiming shall be coordinated with the approved architectural and stage drawings. The Contractor shall be responsible for achieving proper and uniform stage illumination notwithstanding the indicative quantities stated in the BOQ.

6.7. Video Conferencing, Recording, Live Streaming & Internet System

Sr.	Description / Preferred Make	Qty.	Unit
1	4K PTZ Camera, minimum 20× optical zoom, HDMI/IP output, presets and remote control. Sony / Panasonic / Canon or approved equivalent	2	Nos.
2	Professional Video Conferencing System, compatible with Microsoft Teams, Zoom and similar platforms, with camera and audio integration. Logitech / Yealink / Poly or approved equivalent	1	Set
3	Video Switcher / Presentation Switcher, supporting camera and presentation inputs, picture-in-picture and recording/streaming output. Blackmagic Design / Roland or approved equivalent	1	Set
4	Recording & Streaming Computer, Core i7/i9 or equivalent, minimum 32 GB RAM, 1 TB SSD, dedicated graphics and required recording/streaming software	1	Set
5	Video Signal Distribution & Connectivity, HDMI/USB-C/SDI converters, splitters, extenders and interfaces for LED video wall and confidence monitors. Blackmagic / Kramer / AJA or approved equivalent	1	Lot
6	PTZ Camera Controller, joystick control with camera selection,	1	No.

	pan/tilt/zoom and preset functions		
7	Managed PoE Network Switch & Router/Firewall, suitable for AV equipment and PTZ cameras. Cisco / Aruba / Ubiquiti or approved equivalent	1	Lot
8	Wi-Fi 6 Access Points, professional ceiling-mounted type	2	Nos.
9	CAT-6A & AV Cabling, including outlets, patch panel, connectors, termination, testing and labelling	1	Lot
10	AV Equipment Rack, 19-inch rack with PDU, ventilation and cable management	1	No.
11	Online UPS, minimum 3 kVA for video, network and recording equipment	1	Set
12	Dedicated Business Internet Service, minimum 500 Mbps fibre connection, static IP and installation	1	Year
13	Installation, Programming, Integration & Commissioning, including camera programming, video conferencing, recording, streaming and integration with LED wall and audio system	1	Lot

- The two PTZ cameras will normally cover the lecturer/podium/stage and audience/panel area, while the existing LED video wall, digital lectern and auditorium audio system will provide the presentation and sound facilities.
- The system shall allow Microsoft Teams/Zoom meetings, online training, recording of lectures/events and live streaming without requiring a separate dedicated broadcast studio.
- Preferred Makes: Sony / Panasonic / Canon; Logitech / Yealink / Poly; Blackmagic Design / Roland; Cisco / Aruba / Ubiquiti; Kramer / AJA or approved equivalent.
- All equipment shall be current production models, genuine, locally supportable and subject to Engineer/Employer approval. Final equipment selection shall be coordinated with the auditorium's LED video wall, digital lecterns, professional audio system and confidence monitors.

6.8. CCTV Surveillance System

Sr.	Description / Preferred Make	Qty.	Unit
1	4MP IP Fixed Dome/Turret CCTV Camera, PoE, IR/low-light night vision, H.265+, WDR, motion detection, minimum IP67 for applicable locations. Hikvision / Dahua / Uniview or approved equivalent	4	Nos.
2	8-Channel NVR, H.265+, minimum 4MP recording capability, HDMI output, remote viewing, ONVIF compatible, with PoE ports. Hikvision / Dahua / Uniview or approved equivalent	1	No.
3	4TB Surveillance Hard Disk, 24/7 CCTV-rated. WD Purple / Seagate SkyHawk or approved equivalent	1	No.
4	24-inch LED Monitor, Full HD, suitable for continuous CCTV monitoring. Samsung / LG / Dell or approved equivalent	1	No.
5	8-Port Gigabit PoE Network Switch, if required for camera/network arrangement. Hikvision / Dahua / TP-Link or approved equivalent	1	No.
6	CAT-6 CCTV Cabling, including conduits/trunking, RJ-45 connectors, patching, termination, testing and labelling	1	Lot
7	UPS, minimum 1.5 kVA, for NVR, monitor, switch and CCTV equipment	1	Set

8	CCTV Installation, Configuration & Commissioning, including camera positioning, focusing, NVR programming, remote viewing and testing	1	Lot
9	CCTV Mounting Accessories & Miscellaneous, junction boxes, connectors, supports, surge protection and all necessary accessories	1	Lot

- **Camera Locations**
 - **Main entrance/lobby** – monitoring incoming/outgoing persons.
 - **Rear of auditorium** – overall view of seating and stage.
 - **Front/stage area** – monitoring stage and auditorium activity.
 - **Side/service/access area** – monitoring secondary entrance/service movement.
- All cameras shall provide 24/7 recording, remote viewing through authorised mobile/desktop application, date/time stamping and minimum 30 days recording retention, subject to final storage calculation. Cameras shall be properly concealed/positioned without obstructing the architectural appearance of the auditorium.
- Preferred Makes: Hikvision / Dahua / Uniview, or approved equivalent. Hikvision's 4MP IP range and Dahua's 4MP IP cameras are currently available in Pakistan.
- The Contractor shall submit the camera layout, coverage plan and equipment datasheets for approval before installation.

6.9.Premium Auditorium Acoustic Treatment & Architectural Ceiling

Sr. No.	Description
1	Ceiling will be made of combination of Premium Acoustic Suspended Ceiling & Architectural Feature Acoustic Ceiling & Acoustic Ceiling Clouds/Baffles • Architectural Feature Acoustic Ceiling is high-performance mineral-fibre acoustic ceiling tiles/panels, minimum NRC 0.80, premium textured finish, fire resistant, moisture resistant, complete with heavy-duty exposed/concealed suspension grid, trims and accessories. • Architectural Feature Acoustic Ceiling is premium wood-look/perforated MDF acoustic panels with acoustic fleece and mineral wool/PET backing, NRC ≥ 0.80, selected in feature zones to create a high-end auditorium appearance. Complete with concealed framing and suspension system. • Acoustic Ceiling Clouds/Baffles, premium decorative acoustic panels suspended at selected locations, NRC ≥ 0.80, including suspension rods, framing and fixing accessories
2	Ceiling will be made of combination of Premium Fabric-Wrapped Acoustic Wall Panels & Decorative Timber-Look Acoustic Wall Panels & Acoustic Ceiling Clouds/Baffles • Premium Fabric-Wrapped Acoustic Wall Panels, 50–75 mm thick acoustic core, NRC ≥ 0.80, fire-rated fabric finish, concealed framing and fixing system, with selected colour combination approved by Employer. • Decorative Timber-Look Acoustic Wall Panels, perforated/slotted MDF or engineered timber acoustic panels with acoustic backing, selected for side walls and feature areas. • Rear Wall Acoustic Treatment, high-performance acoustic absorbers/diffusers, minimum NRC ≥ 0.90, premium fabric/timber finish, designed to control rear-wall reflections.

	Stage Acoustic Feature Wall/Backdrop Treatment, premium perforated/slatted acoustic timber-look panels with acoustic backing, coordinated with LED video wall, stage finishes and lighting.
3	Acoustic Door Treatment, acoustic seals, perimeter gaskets and drop seals to auditorium doors to minimize sound leakage.
4	HVAC Acoustic Treatment, acoustic lining, attenuators/sound-absorbing treatment at supply and return air paths to control HVAC noise within the auditorium.
5	Acoustic Isolation & Sealant System, acoustic sealants, isolation strips, vibration isolation materials and ancillary accessories for complete acoustic treatment.
6	Integrated Ceiling Service Coordination, coordination and installation of acoustic ceiling around LED lights, HVAC diffusers, fire detectors, sprinklers, speakers, CCTV and other MEP services, including necessary framing and trims.
7	Architectural Feature Lighting Integration, concealed LED linear/profile lighting within selected acoustic ceiling/feature panels, including drivers, profiles and accessories.
8	Acoustic Design & Computer Modelling, detailed acoustic modelling and design based on auditorium geometry, seating, finishes, sound system and proposed acoustic treatment.
9	Acoustic Testing & Commissioning, measurement of reverberation time, background noise, speech intelligibility and acoustic uniformity before and after installation.
10	Shop Drawings, Material Samples & 3D Coordination, detailed ceiling layout, acoustic wall elevations, material/colour samples, fixing details and coordinated 3D views.
11	Installation, Finishing & Commissioning, complete installation, alignment, joint treatment, trimming, finishing, cleaning and rectification of all acoustic and ceiling works.
12	Maintenance Access Panels, coordinated access panels within ceiling system for MEP equipment and future maintenance, matching surrounding finishes.

- The auditorium shall have a premium institutional architectural appearance, suitable for a government training centre and official functions. The ceiling shall not be a plain uniform grid. A combination of acoustic ceiling panels and architectural feature ceiling panels shall be used to create visual depth and an appropriate contemporary auditorium appearance.
- The feature ceiling shall preferably incorporate wood-look/perforated/slatted acoustic panels in selected zones rather than covering the complete ceiling with timber, thereby controlling cost while maintaining a premium appearance. Acoustic wall treatment shall use a combination of fabric-wrapped panels and timber-look acoustic panels to provide both acoustic absorption and architectural character.
- The colour and material palette shall be coordinated with the:
 - Auditorium seating;
 - Stage flooring;
 - Stage backdrop;
 - LED video wall;
 - Lecterns;
 - Architectural wall finishes; and
 - Stage and ceiling lighting.
- Acoustic ceiling panels shall have a minimum NRC of 0.80, unless the approved acoustic design demonstrates that a different value is appropriate. The Contractor shall

undertake detailed acoustic modelling and shall design the treatment to achieve good speech intelligibility for lectures, training, conferences and official functions.

- The rear wall shall receive suitable acoustic absorption/diffusion to prevent strong reflected sound returning towards the stage. HVAC diffusers, speakers, sprinklers, smoke detectors, CCTV cameras and lighting fixtures shall be properly integrated into the ceiling design without compromising acoustic performance or architectural appearance.
- Feature lighting may be integrated within the ceiling architecture using concealed linear LED lighting to create a premium appearance during normal operation and official functions.
- The Contractor shall submit 3D rendered views of the proposed ceiling and acoustic wall treatment for Engineer approval before fabrication. At least three material/colour schemes shall be submitted for Engineer's selection.
- All acoustic panels shall be installed with concealed or visually coordinated fixing systems. Exposed screws/rough joints shall not be acceptable in prominent architectural areas.
- The Contractor shall be responsible for the complete acoustic design and final quantity of acoustic treatment required to achieve the specified performance.

6.10. HVAC System:

a) Auditorium Hall

- **TR HIGH-EFFICIENCY INVERTER DUCTED SPLIT AC:** Supply, installation, testing and commissioning of minimum 5x6TR (approx. 21 kW) high-efficiency inverter ducted split AC system, complete with concealed ceiling-mounted indoor unit, air-cooled outdoor condensing unit, inverter compressor, wired digital controller, refrigerant piping, insulation, condensate drainage, supply/return ductwork, low-noise ceiling diffusers/grilles, supports, vibration isolation and all necessary accessories.
- The system shall be suitable for commercial/institutional auditorium use, with low noise operation and adequate external static pressure for the approved duct system. Final capacity, duct sizing and air distribution shall be based on the Contractor's approved heat-load and HVAC design.
- Preferred Makes: Daikin or approved equivalent.
- The rate shall include complete installation, electrical/control connections, testing, air balancing, commissioning and all accessories required for a fully operational system.
- Warranty: Minimum 2 years comprehensive warranty.
- Final quantity and capacity shall be determined through detailed heat-load calculation; preliminary provision may be 5 Nos. × 6 TR for the auditorium.

b) Rooms & Classrooms

- **Inverted Ac:** Supply, installation, testing and commissioning of high-efficiency inverter split air-conditioning units, complete with indoor unit, outdoor condensing unit, wireless/wired remote controller, refrigerant copper piping, insulation, condensate drain piping, electrical interconnection, supports and all necessary accessories.
- The units shall be energy-efficient, low-noise, suitable for institutional use and capable of maintaining comfortable indoor conditions.
- Preferred Makes: Gree/Daikin or approved equivalent.

- The AC capacity for each room/classroom shall be selected by the Contractor based on the individual room heat-load calculation, room size, occupancy, lighting and equipment load and approved by the Engineer.

6.11. Lecture Hall Requirement

i. Lecture Chairs with Writing Tablet – 40 Nos.

Supply and installation of premium institutional-grade lecture chairs with upholstered high-density moulded foam seat and back, ergonomic design, durable powder-coated steel frame, integrated writing tablet suitable for laptop/A4 writing, under-seat book/storage facility, floor fixing and all necessary accessories. Interwood / approved equivalent premium make.

ii. Instructor's Table – 01 No.

Premium institutional-grade table with durable laminate/veneer finish, cable management, provision for power, USB, HDMI/USB-C and LAN connections. Preferred Wood Make: Interwood or approved equivalent.

iii. Instructor's Chair – 01 No.

Premium ergonomic high-back chair with adjustable height, upholstered seat/back, durable five-star base and castors. Preferred Wood Make: Interwood or approved equivalent.

iv. Presentation Lectern – 01 No.

Digital institutional-grade lectern with writing surface, concealed cable management and provision for microphone, laptop, HDMI/USB-C, power and data connectivity.

v. Power/Data Connectivity – 01 Lot

Complete power, USB charging, LAN/data and HDMI/USB-C connectivity for instructor and lecture seating, including floor/wall boxes, wiring, conduits and accessories.

vi. Display

86" 4K UHD Interactive Flat Panel Display (IFPD), TCL or equivalent, with capacitive/high-precision touch, Android 13 or latest, built-in speakers, Wi-Fi, HDMI/USB/LAN connectivity, wireless screen sharing, annotation/whiteboard facility, and wall-mounting arrangement.

vii. Audio System

- 2 ceiling/wall speakers.
- 1 wireless handheld microphone.
- 1 wireless lapel/headset microphone.
- Small digital mixer/amplifier.
- Instructor microphone at lectern.

viii. Flooring

- Premium commercial carpet tiles are preferable for a lecture hall because they improve acoustics and comfort.
- Alternatively, high-quality homogeneous vinyl flooring can be used.

ix. Instructor Area

- Digital Lectern/podium.
- Instructor table/chair.
- Concealed cable management.

6.12. Visiting / Waiting Area

Provide a complete 02 Nos. premium visiting/waiting area for auditorium guests and visitors, including comfortable seating arrangement, furniture, display and all associated facilities.

1. Seating: Premium institutional sofa seating comprising 7-seater sofas and 05 Nos. single-seater visitor chairs, with high-density foam upholstery and durable fabric/leatherette finish. Interwood / approved equivalent.
2. Centre Tables: 02 Nos. Premium side/centre tables with durable laminate/wood-look finish, coordinated with the room interior.
3. LED Display: 65 inch 4K UHD commercial LED display, suitable for displaying NGC information, announcements, presentations and visitor information. TCL or approved equivalent.
4. Seating Layout: Furniture shall be arranged to provide comfortable circulation, clear entrance/exit access and adequate viewing of the LED display, as per approved interior layout.
5. Lighting: Premium architectural LED ceiling lighting, glare-free and energy-efficient, with separate control zones with false ceiling
6. Air Conditioning: High-efficiency inverter split AC, Gree / Daikin or approved equivalent, capacity based on heat-load calculation.
7. Electrical & Data: Adequate power sockets, USB charging points and LAN/Wi-Fi connectivity for visitor and display requirements.
8. Finishes: Premium floor (2x4ft tile), wall and ceiling finishes coordinated with the overall auditorium architectural theme.
9. Complete Installation: All furniture, LED display, mounting bracket, electrical/data connections, installation, testing and commissioning shall be included.

All furniture, finishes, colours and seating arrangement shall be submitted in a coordinated layout/3D view for Employer approval before execution.

6.13. Instructor Room

- The Instructor Room adjacent to the Lecture Hall shall be provided as a simple and comfortable preparation/rest room for instructors. The room shall include one premium-quality sofa set, comprising a 3-seater sofa and two single-seater chairs, along with FOUR additional visitor chairs. Furniture shall be of durable institutional quality with good-quality upholstery and finish. Interwood or approved equivalent shall be used.
- The room shall also include one small centre table, one lockable storage/file cabinet for instructional material, and suitable wall shelving where required. A split inverter air-conditioner of suitable capacity, Gree / Daikin or approved equivalent, shall be provided. High-quality LED ceiling lighting, Philips or approved equivalent, shall be provided along with adequate electrical sockets, one LAN/data point and USB charging point.
- The room shall be provided with roller blinds and basic fire and safety provisions including smoke detector and emergency light. All finishes and furniture shall be coordinated with the overall architectural theme of the Lecture Hall.

6.14. Washroom Facilities

Provide complete Male, Female Washroom Facilities designed to serve an auditorium capacity of approximately 250 persons, including:

1. **Sanitary Fixtures:** Premium-quality WCs, urinals, wash basins, flush systems, health faucets and related accessories. **Porta or approved equivalent.**
2. **Floor Tiles:** Premium-quality anti-skid porcelain tiles, **size 2 ft × 4 ft (600 × 1200 mm)**, complete with adhesive and approved grout. **Master or approved equivalent.**
3. **Wall Tiles:** Premium-quality glazed porcelain/ceramic tiles, **size 2 ft × 4 ft (600 × 1200 mm)**, complete with adhesive and approved grout. **Master or approved equivalent.**
4. **CP Fittings:** Chrome-plated mixers, angle valves, bottle traps, floor drains and other fittings. **Porta or approved equivalent.**
5. **Toilet Cubicles:** Compact laminate/phenolic partitions and doors with SS hardware and locks.
6. **Vanity & Mirrors:** Granite/solid-surface vanity counters with wash basins and clear mirrors.
7. **Accessories:** SS toilet paper holders, soap dispensers, hand dryers/paper towel holders, coat hooks and waste bins.
8. **Plumbing & Drainage:** Complete water supply, soil/waste piping, floor traps, vent pipes, valves and drainage connections. Popular or equivalent
9. **Ventilation & Electrical:** Low-noise exhaust fans, ducting, LED lighting and suitable electrical accessories.
10. **Accessibility:** Complete accessible WC with grab rails and required facilities as per applicable standards.
11. **Capacity & Completion:** Washroom fixture quantities and layouts shall be designed to adequately serve **250 persons**, in accordance with applicable building codes/bylaws. Complete waterproofing, supports, sealants, testing, commissioning and all associated works shall be included.
12. **Doors:** Provide and install premium slim aluminium framed fluted doors, complete with vertical fluted decorative finish and moisture-resistant infill/panel. Aluminium profiles shall be powder-coated, matte finish, in approved champagne/bronze/charcoal colour. Complete with SS-304 hinges, lever handles, locks, door closers, door stops and all necessary hardware. Doors shall be durable, corrosion-resistant, moisture-resistant and suitable for heavy institutional use. Preferred Make: Chawla Aluminium / approved equivalent. All sizes, profiles, colours and details shall be as per approved architectural drawings and material samples.

All materials shall be premium institutional grade, durable and easy to maintain. Final layout shall be subject to the approved architectural design and applicable code requirements.

6.15. Stair & Auditorium Gallery Railing

Sr.	Description
1	Staircase Railing: Premium architectural railing comprising SS-304 slim handrail/posts with 10–12 mm toughened laminated safety glass infill, complete with brackets, base plates, fittings and accessories. Satin/matte finish.

2	Auditorium Gallery/Edge Railing: Premium frameless/semi-frameless railing comprising 12 mm toughened laminated safety glass with slim SS-304 posts/handrail, concealed/architectural fixing system and all accessories.
3	Wall-Mounted Handrail: SS-304 slim circular/rectangular handrail with concealed brackets, complete with end caps and fixing accessories.

- **Make/Quality: Chawla Aluminium / approved equivalent**, with SS-304 grade hardware and architectural-grade safety glass. Final railing height, spacing, glass thickness, fixing arrangement and edge protection shall comply with applicable building codes and approved architectural/structural drawings. All exposed edges shall be polished and safely finished.

6.16. Windows

- Provide and install premium thermal-break aluminium windows with thermally broken aluminium profiles, powder-coated finish and complete weather-tight sealing.
- Windows shall comprise double-glazed insulated glass units (IGU), minimum 6 mm Low-E glass + 12 mm Argon-filled air space + 6 mm clear/toughened glass, or approved equivalent.
- Glazing shall be factory sealed with Argon gas filling, warm-edge/approved spacer and high-performance EPDM/silicone seals to ensure thermal and air-tight performance.
- Aluminium profiles shall have polyamide thermal-break insulation, suitable for energy-efficient building applications and designed to minimise heat transfer.
- Complete with SS-304 hardware, locks, handles, rollers, drainage provisions, fixing brackets, sealants and all accessories.
- Preferred Make: Chawla Aluminium / Alco Aluminium / approved equivalent. Final profile, glass specification and thermal performance shall comply with the approved energy design and NEECA ECBC-2023 requirements.

6.17. Doors

1. Exterior & Main Auditorium Doors:

Provide premium full-solid Mahogany timber doors, minimum 50–60 mm thick, with natural Mahogany timber construction and premium matte PU finish. Main Auditorium entrance doors shall be 9'-0" high × 6'-0" overall width, double leaf, with heavy-duty SS-304 hinges, premium lever handles, locks, concealed/heavy-duty door closers, acoustic/weather seals and all necessary hardware. Doors shall be durable, moisture-resistant and suitable for heavy institutional use.

2. Interior Lecture Room Doors:

Provide premium semi-solid Mahogany timber doors, minimum 45–50 mm thick, with Mahogany timber frame and semi-solid core construction, finished with natural Mahogany veneer and matte PU polish. Minimum size 8'-0" high × 3'-6" wide, complete with SS-304 hardware, lock, door closer and seals.

3. Interior Guest/Instructor Room Doors:

Provide semi-solid Mahogany doors, minimum 45 mm thick, with Mahogany frame, premium Mahogany veneer finish and matte PU polish. Minimum size 8'-0" high × 3'-0" wide, complete with SS-304 hinges, lever handle, lock, door closer and necessary hardware.

4. Interior Office & Other Room Doors:

Provide semi-solid Mahogany doors, minimum 40–45 mm thick, with Mahogany timber frame, premium Mahogany veneer finish and matte PU polish. Minimum size 8'-0" high × 3'-0" wide, complete with SS-304 hardware, locks and door closers.

5. Interior Store/Service Doors:

Provide semi-solid Mahogany doors, minimum 40 mm thick, with durable Mahogany veneer/HPL finish and heavy-duty hardware. Minimum size 8'-0" high × 3'-0" wide, unless otherwise indicated on approved drawings.

6. General Requirements:

All timber shall be properly seasoned, kiln-dried, termite-treated and free from major defects, warping and cracking. Door frames shall be solid Mahogany or approved equivalent hardwood, securely anchored and properly finished. Provide all necessary architraves, seals, door stops, hardware and accessories complete.

All door samples, Mahogany timber/veneer, polish colour, profiles and hardware shall be submitted for Engineer/Employer approval before fabrication.

6.18. Cabinets

- Provide and install premium built-in cabinets and storage units as per approved architectural drawings, comprising 18 mm high-quality MDF/plywood carcass with premium UV-coated decorative sheet finish on exposed surfaces.
- Cabinet shutters shall be 18–20 mm thick, finished with matching premium UV sheet, with concealed soft-close hinges, adjustable shelves and premium SS-304 handles/profile handles.
- Provide lockable cupboards, file storage, open shelves and drawers as required for auditorium, lecture rooms, guest/instructor rooms, offices and other spaces.
- All exposed edges shall be properly sealed with matching edge banding; internal surfaces shall be smooth, durable and easy to clean.
- Preferred Make: KMI / approved equivalent.

6.19. Kitchen / Pantry Requirements:

- The Contractor shall provide a complete and fully functional kitchen/pantry facility, including the supply, installation, testing and commissioning of all required appliances, fixtures, cabinets, countertops, plumbing and electrical accessories. The kitchen/pantry shall include a suitable refrigerator, microwave oven, water dispenser/cooler, water filtration system, stainless steel sink complete with mixer tap, waste fittings and accessories, pantry cabinets and countertop.
- The kitchen shall also include a suitable two-burner cooking stove/hob with all necessary fittings, kitchen exhaust hood/range hood with ducting.
- All appliances, fixtures, cabinets, countertops and accessories shall be of approved quality and suitable capacity, with makes/models and finishes subject to approval of the Engineer/Client. The Contractor shall be responsible for all associated installation, connections, testing and commissioning required to make the kitchen/pantry fully operational.

6.20. External Architectural Finishes – Premium Appearance

- The Contractor shall develop and execute a premium, contemporary and architecturally distinctive external façade for the Auditorium Building, in accordance with the Employer's architectural intent and subject to approval of the Engineer/Employer. The final façade design may be refined during detailed design without compromising the required architectural quality.
- The external façade shall incorporate a high-quality coordinated combination of durable façade materials, which may include large-format exterior porcelain/ceramic tiles, natural or engineered stone, architectural aluminium/ACP cladding, feature glazing, vertical aluminium fins/slats and textured exterior finishes, as appropriate to the approved design.
- The main entrance shall be architecturally prominent, incorporating the 9-ft-high auditorium doors, premium entrance canopy, feature cladding, glazing, architectural signage and integrated façade lighting. The entrance and façade shall create a strong, formal and modern institutional appearance.
- All external aluminium windows shall be thermally broken aluminium systems with double-glazed Low-E, Argon-filled IGU, with suitable solar-control and thermal performance in accordance with the approved energy design and NEECA ECBC-2023 requirements.
- Façade materials shall be weather-resistant, UV-resistant, moisture-resistant, durable, low-maintenance and suitable for Lahore's climatic conditions. All external cladding shall have properly engineered support systems, concealed/approved fixings, flashings, sealants, drainage and waterproofing provisions.
- The Contractor shall submit minimum three alternative façade design concepts with 3D rendered views, material samples, colour schemes and proposed specifications for approval. The approved design shall be developed into detailed shop drawings and coordinated with structural, architectural, electrical, HVAC and signage requirements.
- The Contractor shall be responsible for the complete design, supply, installation, testing and finishing of the external façade, including all subframes, supports, insulation, waterproofing, sealants, trims, flashings, access provisions and associated works. No exposed unfinished edges, visible improper joints or poor-quality fixing arrangements shall be accepted.
- Preferred quality: Premium institutional/commercial grade materials from established manufacturers, subject to Engineer/Employer approval. Final material selection and façade composition may be modified during detailed design to achieve the best architectural appearance, durability, energy efficiency and value for money.

6.21. External Electrification & Standby Generator

1. Complete External Electrification & LESCO Connection

The Contractor shall design, supply, install, test and commission the complete external electrical infrastructure required for energization of the facility, including LESCO application/connection, electrical load sanction, service connection, metering, HT/LT equipment as applicable, transformer/substation requirements, feeder cables, poles/structures, protection, earthing, cable trenches, distribution equipment and all associated civil/electrical works. The Contractor shall obtain all required LESCO approvals, inspections, certificates and clearances and shall hand over the facility with a fully operational electrical connection. All works shall comply with LESCO requirements and applicable electrical codes/standards.

2. Standby Diesel Generator with ATS

Provide, install, test and commission a premium-quality standby diesel generator set, sized based on the approved electrical load schedule and essential-load requirements, complete with diesel engine, alternator, digital control panel, automatic voltage regulation, and charger, radiator/cooling system, exhaust system, day/fuel tank, acoustic/weatherproof enclosure, vibration isolators and all accessories. Generator shall be complete with Automatic Transfer Switch (ATS) of suitable rating for automatic transfer of essential loads upon failure of LESCO supply and automatic return to normal supply upon restoration.

Preferred Makes: Cummins Generator or equivalent subject to approval of Engineer. ATS and associated equipment shall be from established manufacturers with local after-sales service and spare-parts support.

6.22. Water Supply & Sewerage System

- The Contractor shall be responsible for the complete design, supply, installation, testing and commissioning of the water supply and sewerage system for the entire facility, including all internal and external works.
- The water supply system shall include water storage tanks, pumps, complete hot/cold water piping where required, valves, fittings, sanitary connections, pressure testing and all associated accessories, sized as per the approved design and applicable codes.
- The sewerage system shall include complete soil, waste and vent piping, floor traps, inspection chambers, manholes, underground sewer lines, cleanouts and connection to the existing sewerage/disposal system, including all excavation, bedding, backfilling and reinstatement.
- All water supply and drainage pipes shall be of approved quality PPR/uPVC/HDPE or equivalent, suitable for the intended service, with proper supports, joints, sleeves, insulation where required and leak-proof connections.
- The Contractor shall verify the existing water supply and sewerage infrastructure and available connection points, obtain all necessary approvals/NOCs from the concerned authorities and carry out any external connection works required for complete functionality.
- The complete system shall be tested for leakage, pressure, flow, drainage and proper operation and commissioned before handover. All testing, flushing, disinfection, cleaning, as-built drawings and O&M manuals shall be included in the Contractor's scope.
- The Contractor shall provide a complete and fully operational water supply and sewerage system, including all items necessary for successful operation whether specifically mentioned or not.

6.23. Fire Detection, Alarm & Fire Fighting System

- The Contractor shall be responsible for the complete design, supply, installation, testing, commissioning and approval of the fire detection, alarm and fire-fighting system for the entire facility, in accordance with applicable Pakistan Building Code, local fire authority requirements and relevant NFPA standards.

- Fire Detection & Alarm: Provide addressable fire alarm system comprising fire alarm control panel, smoke/heat detectors, manual call points, sounders/hooters, visual alarm indicators, input/output modules, batteries, cabling and all accessories. Notifier / Honeywell / Siemens or approved equivalent.
- Fire Fighting System: Provide complete fire-fighting installation comprising fire hydrant/landing valves, hose reels.
- Portable Fire Extinguishers: Provide appropriate ABC dry powder, CO₂ and water/foam type fire extinguishers at required locations, complete with wall brackets/signage, as per fire-risk assessment and applicable standards.
- Emergency & Life Safety: Provide emergency lighting, illuminated exit signs, fire-rated exit doors where required
- Preferred Makes: Fire alarm – Notifier / Honeywell or equivalent.
- The Contractor shall include all equipment, materials, civil works, electrical connections, cabling, excavation, supports, sleeves, fire stopping, testing, approvals and accessories necessary to provide a complete and fully operational fire detection and fire-fighting system, whether specifically mentioned or not.

SECTION 9

TECHNICAL PROVISIONS

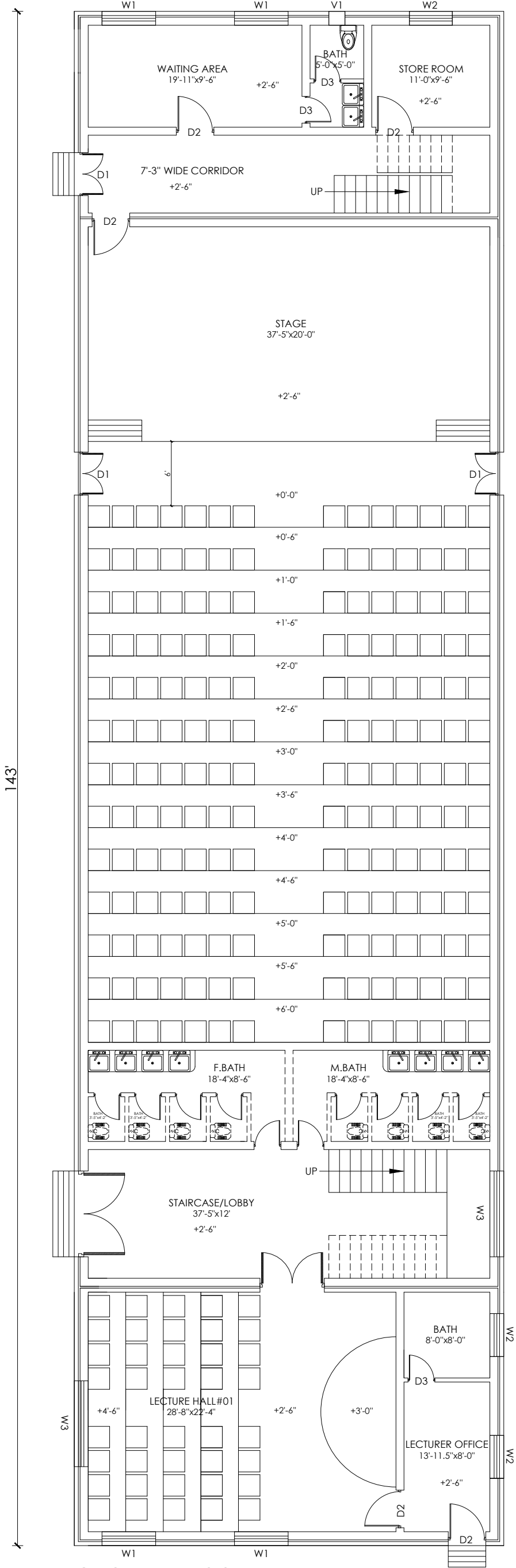
All scope of the works shall be performed in accordance with and priority wise mentioned in Employer Requirement , WAPDA/NGC relevant standard specifications (Volume-I to III).

Concept Drawings

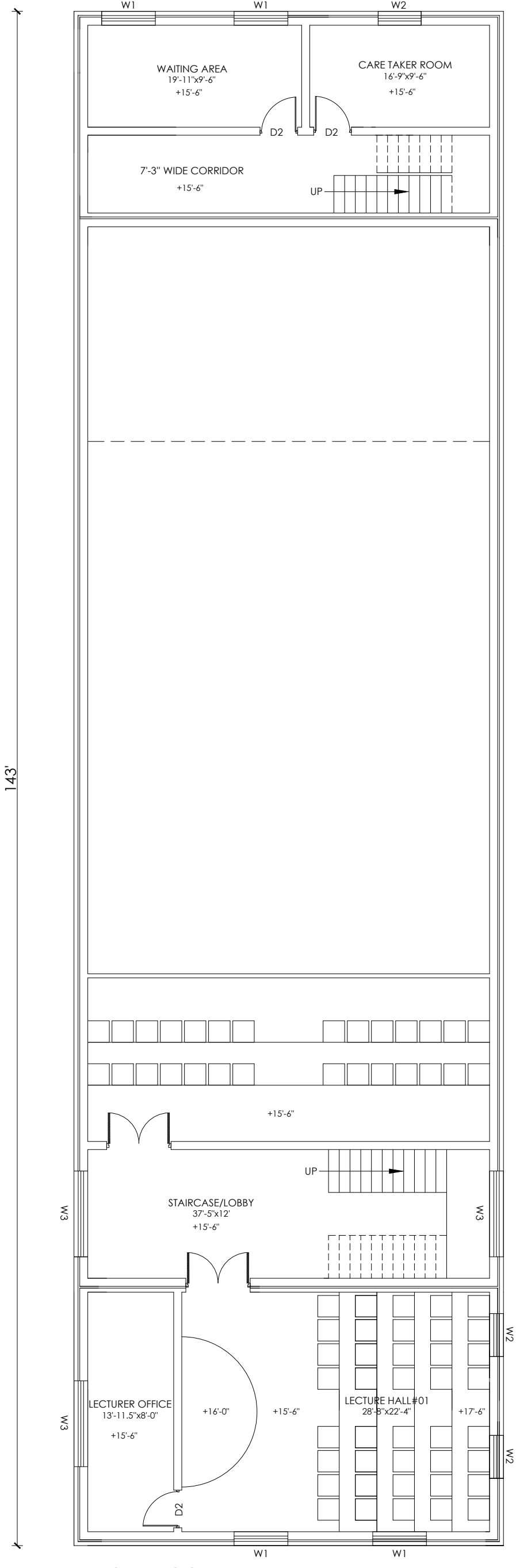
This drawing is prepared for conceptual and illustrative purposes only and is intended to convey the general design intent, planning, layout and appearance. All dimensions, locations of different rooms, window, door are tentative and subject to change as per design submitted by contractor and approved by Engineer. It shall not be used for construction, execution, fabrication, procurement, or measurement purposes.

All dimensions, levels, details, specifications and quantities shown are indicative and subject to verification and approval. Final construction drawings, detailed engineering/design, specifications and approved documents shall govern the execution of the work. The concept drawing is not a construction/Issued-for-Construction (IFC) drawing. No construction work shall commence on the basis of this drawing without the requisite detailed design and approval.

Any variation in dimensions, layout, materials, specifications, quantities, finishes, services, or other details shown in this concept drawing shall be subject to site conditions, detailed design requirements, technical verification, and approval by the competent authority. The quantities and details indicated are provisional and for conceptual purposes only and shall not constitute a basis for final measurement, payment, or construction.



GROUND FLOOR PLAN



FIRST FLOOR PLAN

NATIONAL GRIDS COMPANY OF PAKISTAN				NGC DESIGN
DRAWN BY:	IRFAN	SA	AUDITORIUM OF TSG NKLP LAHORE	
CHECKED BY:	IRFAEL JAFRI	SA		
ASSTY. MANAGER	MARYAM MANISHA	SA		
DEPUTY MANAGER	SALMAH ZAHOOR	SA		
MANAGER	M. TAHR BASHIR	SA		
CHIEF ENGINEER	MUHAMMAD SAZ	SA	DWG. No. NGC/CIVIL/TB-16	DATED: 10-03-2026

